

**Prospectus for  
the Operation and Maintenance of  
Superior National Forest, Tofte Ranger District,  
Recreation Facilities**

**U.S. Department of Agriculture**

**Sawbill Lake, Crescent Lake, Temperance River,  
and Ninemile Lake Campgrounds**



**October 2013**

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**I. Business Opportunity**

Proposals are solicited from qualified applicants for a special use permit to operate and maintain Sawbill Lake, Crescent Lake, Temperance River, and Ninemile Lake Campgrounds.

**Applicants can apply for authorization to operate any or all of the recreation areas offered in this prospectus.**

The purpose of this offering is to continue to provide a high quality recreation experience to the visiting public. The selected permittee(s) will be required to pay a fee for the operating of Forest Service facilities on National Forest land. The fee will be based on a percentage of Concessionaire’s gross sales minus State and Federal taxes. In addition, the permittee will be responsible for all repairs, upkeep, and maintenance.

**A. Introduction**

This prospectus is being issued to solicit applications for a concession campground special use permit to provide high-quality public service in the operation and maintenance of Government-owned recreation facilities located on the Tofte Ranger District, Superior National Forest. The permit will include the following developed sites:

- Sawbill Lake Campground
- Crescent Lake Campground
- Temperance River Campground
- Ninemile Lake Campground

The authorized officer for this business opportunity is the Tofte District Ranger.

The Forest Service reserves the right to reject any or all bids.

The current permits for these concessions will expire on 12-31-2013.

In the past three years, these concessions have generated gross revenues as shown in Table 1:

**Table 1.** Gross Revenues for All Four Campgrounds Over the Past Three Years

<b>Campground</b>	<b>2010 Gross</b>	<b>2011 Gross</b>	<b>2012 Gross</b>	<b>3-Yr Ave. Gross</b>
Sawbill Lake	\$44,691	\$42,444	\$43,131	\$43,422
Crescent Lake	\$24,891	\$22,560	\$25,636	\$24,362
Temperance River	\$ 4,415	\$ 3,368	\$ 3,165	\$ 3,649
Ninemile Lake	\$10,522	\$10,167	\$10,224	\$10,304
Total <sup>1</sup>	\$84,519	\$78,539	\$82,156	\$81,737

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<sup>1</sup> Total gross revenue shown for applicants that plan to bid on all campgrounds.

## **B. Area Description**

Three million acres of land, water, rock and trees cover the Superior National Forest. Over 695 square miles of the forest is surface water in addition to more than 1,300 miles of cold water streams and 950 warm water streams. Fish species such as walleye, northern pike, smallmouth bass, lake trout, brook trout, rainbow trout and brown trout can be found in abundance in these waters. The northern forest community thrives with its pine, fir and spruce trees and is home to numerous wildlife species including deer, moose, gray wolf and black bear.

The Superior National Forest has 23 campgrounds available to meet the various needs of our visitors and provides year-round recreational opportunities. The major season of use is from mid-May through September. Recreation activities include camping, hiking, mountain biking, picnicking, and driving for pleasure during fall colors. During the winter months, popular outdoor activities include cross country skiing, snow shoeing, snowmobiling, dogsledding, and ice fishing.

The campgrounds offered in this prospectus are accessed by driving along the beautiful north shore of Lake Superior on the North Shore Scenic Drive, one of three national scenic byways within the Superior National Forest boundary. Sawbill Lake and Temperance River Campgrounds are along the Fall Color Route, well known for its color and accessibility during the fall months. The Fall Color Route can be reached within a four mile drive from Ninemile Lake and Crescent Lake Campgrounds.

The Boundary Waters Canoe Area Wilderness (BWCAW), which is a part of the Superior National Forest, attracts more than 250,000 visitors per year for day and overnight use. The BWCAW is the largest designated wilderness in the eastern United States with 88 entry points, 2,000 campsites, over 1,000 lakes and 800,000 acres. All campgrounds on the Superior National Forest are within short driving distance to one of our many popular entry points.

Market area: All of these campgrounds receive the majority of their use from residents in the Duluth, Minnesota; Superior, Wisconsin; and the Minneapolis/St. Paul, MN areas along with some use by local residents.

## **C. Description of Developed Recreation Sites and Facilities**

The following is a description of each recreation site included in this prospectus (*see* Appendix 1 and 2, Vicinity Map and Maps of Developed Recreation Sites):

1. Sawbill Lake Campground: Location: Township 62 North, Range 4 West, Section 7. It is located on the southeast shore of Sawbill Lake in Cook County, 26 miles north of Tofte, MN and is accessed by County Road #2.

Sawbill Lake Campground is located in a majestic stand of mature red and white pine with dispersed birch on the shore of Sawbill Lake. This is a highly visited campground and a popular entry point for the Boundary Waters Canoe Area Wilderness. There are long term and day use parking for people entering the BWCAW.

This campground holds 52 campsites each with a fire grate or ring, picnic table, tent pad, parking spur and numbered site post. Water is provided by 2 solar pumps and one hand

pump. There are 10 vault toilets, 5 dumpsters, and a recycle station spread throughout the campground to provide for easier visitor access to these conveniences.

2. Crescent Lake Campground: Location: Township 62 North, Range 4 West, Sections 24 and 25. It is located on the west shore of Crescent Lake in Cook County. The campground is 27 miles north east of Tofte, MN and is accessed by FR 170.

Fishing Crescent Lake for walleye, muskie and northern pike is easy with a boat ramp and trailer storage area, a barrier free fishing pier, and several boat storage areas for canoes. A quarter mile trail gives a short hiking opportunity through a forest thick with conifers and birch trees. Crescent Lake also gives the opportunity to portage into other nearby lakes.

This campground holds 33 campsites each with a fire grate or ring, picnic table, tent pad, parking spur and numbered site post. Water is provided by 1 solar pump. There are 5 vault toilets, 2 dumpsters and 2 recycle stations that are scattered throughout the campground. Crescent Lake Campground also has a group camp area.

3. Temperance River Campground: Location: Township 61 North, Range 4 West, Section 31. The campground is in Cook County and is 12 miles north of Tofte, MN and is accessed by County Road #2.

The Temperance River Campground is a small campground easily reached from the Sawbill Trail. It provides pine shaded campsites nestled in a bend of the Temperance River and offers access to trout fishing in the Temperance and mountain biking a large network of Forest Service roads. Roads vary in condition and level of vehicle travel; details can be obtained by utilizing the Mountain Biking flyer offered at the visitor center.

This campground holds 9 campsites each with a fire grate or ring, picnic table, tent pad, parking spur and numbered site post. One vault toilet, 1 dumpster and 1 recycle station are within short walking distance from the campsites.

4. Ninemile Lake Campground: Location: Township 59 North, Range 6 West, Section 22. The campground is on the west shore of Ninemile Lake in Lake County, 14 miles north and west of Schroeder, MN and is accessed by County Road #1, #7 and #8.

A boat ramp leads to Ninemile Lake, complete with islands and hidden bays, perfect for the visitors wanting to explore while camping. Adjacent to the campground is a five mile hiking trail which leads through the boreal hardwoods to outstanding scenic vistas. North of the campground on County 7 is access to Echo Lake, a portage access to Goldeneye Lake, and slightly further north is access to the Crooked Lake Canoe Route.

This campground holds 26 campsites each with a fire grate or ring, picnic table, tent pad, parking spur and numbered site post. Most of the sites contain lantern holders. The campground provides its visitors with 1 solar pump water system, 5 vault toilets and 1 dumpster. This campground also contains a picnic area near the shore of Ninemile Lake.

*Prospectus- Concession Operation of Sawbill Lake, Crescent Lake, Temperance River,  
and Ninemile Lake Campgrounds  
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**Table 2.** Characteristics of Developed Recreation Sites

<b>Recreation Site</b>	<b>Sawbill Lake Campground</b>	<b>Crescent Lake Campground</b>	<b>Temperance River Campground</b>	<b>Ninemile Lake Campground</b>
<b>Communications at the site</b>	None	None	None	None
<b>Number of Campsites</b>	52	33	9	26
<b>Drinking Water</b>	2 solar pump, 1 hand pump	1 solar pump	1 solar pump	1 solar pump
<b>Toilet Type</b>	Vault	Vault	Vault	Vault
<b>FS Dumpsters Available</b>	5	2	1	1
<b>Accessible Sites</b>	Yes	Yes	Yes	Yes
<b>2013 Fee per Campsite</b>	Single: \$16	Single: \$16	Single: \$16	Single: \$14
<b>Operating Season Minimum</b>	Fishing opening through Labor Day	Fishing opening through Labor Day	Fishing opening through Labor Day	Fishing opening through Labor Day

**At this time there is no cell phone or internet service in these campgrounds.**

**D. Government-Furnished Property**

The Forest Service will provide certain property in conjunction with the concession campground special use permit (see Appendix 3 of the prospectus).

**E. Government-Furnished Supplies**

The Forest Service will not furnish any supplies for day-to-day operation of the concession, including stain for picnic tables. Government-furnished supplies will be limited to those necessary for programmatic consistency, including:

- Forms to report use and revenue
- A copy of the Forest Service publications, “Cleaning Recreation Sites,” “In-Depth Design and Maintenance Manual for Vault Toilets,” and “Vault Toilet Pumping Contract Specifications and Guidelines for Preparing Contracts.”
- A copy of “Recreation Opportunity Guides,” which the holder may reproduce at its expense.
- Title VI signs.

Picnic table stain can be purchased at Ace Hardware in Duluth, MN. The stain color is “Oxford Brown” and is lot number Ace#15714.

## F. Utilities and Waste Management

Certain utilities and infrastructure exist for the developed recreation sites identified in this prospectus. The permit holder will be responsible for securing, managing, and paying for these utilities. Applicants should contact current service providers to obtain estimated costs for the utilities. The utilities include:

**Electrical:** There is no electrical service in these campgrounds.

**Telephone:** There is no telephone service in these campgrounds.

**Propane:** There is no propane in these campgrounds.

**Water:** All of the campgrounds' water supply is provided by a solar pump, holding tank, and faucets in the campground. The Forest Service will maintain water systems and take monthly water samples for all campgrounds in compliance with applicable federal, state and local laws and regulations for the operation and maintenance of a public drinking water system. The water systems will be open for use on or before fishing opener and closed down for the winter season on or after October 20<sup>th</sup> of each season. Fees will no longer be charged after this date. The authorized officer will inform the permit holder of an earlier water shut down date due to weather.

**Garbage:** The permit holder is responsible for garbage removal. Bear resistant garbage canisters will be provided. The use of non-resistant containers is highly discouraged.

**Liquid and Solid Waste Disposal:** The permit holder is responsible for pumping all vault toilets and septic systems at their expense at the developed recreation sites prior to opening each spring. All vaults associated with these sites will be pumped by the permittee at the end of this permit.

**Recycling:** The permit holder is required to recycle items that are deposited at the recycle station in the campground.

## II. Forest Service Concession Programs and Policies

Government-owned concessions are authorized by special use permits issued under Section 7 of the Granger-Thye (GT) Act, 16 U.S.C. 580d, and implementing regulations at 36 CFR Part 251, Subpart B.

In addition, there are certain Forest Service Programs and policies that apply to campground concessions. All applications must be consistent with these requirements.

### A. National Recreation Reservation Service (NRRS)

The Superior National Forest participates in the NRRS, which provides nationwide, toll-free telephone reservations for single-family or group camping sites, rental cabins, and other

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recreational facilities. Visitors pay the camping fee at the time they make a reservation, and no fees are collected at the site (although the permit holder may allow occupancy of any site in the NRRS that is unreserved and charge on site for that use). The current NRRS contractor is Reserve America, P.O. Box 462, Ballston Spa, NY 12020; [www.recreation.gov](http://www.recreation.gov). Contact information for the NRRS follows.

NRRS Coordinator:

John Cameron  
Forest Service Contracting Officer's Technical Representative  
Telephone: (850) 523-8589  
Email: [jhcameron@fs.fed.us](mailto:jhcameron@fs.fed.us)

NRRS Reservations:

P.O. Box 462  
Ballston Spa, NY 12020

Reservation Line:  
Toll Free: 1-877-444-6777  
International: 1-518-885-3639  
TDD: 1-877-833-6777

Customer Service Line:  
Toll Free: 1-888-448-1474  
March 1 – October 31: 10:00 AM EST - 10:00 PM EST  
November 1 – February 28: 10:00 AM EST - 10:00 PM EST

\*Please note NRRS offices are closed on Thanksgiving, Christmas and New Year's Day.

Website: [www.recreation.gov](http://www.recreation.gov)

The NRRS is the only authorized reservation system for Forest Service developed recreation sites, including campgrounds, cabins, and group use areas. The Forest Service contract for the NRRS prohibits campground concession permit holders from using any other reservation system, establishing their own reservation system, or reserving campsites other than through the NRRS. Applicants may recommend adding sites to or deleting sites from the NRRS or changing the number of sites that may be reserved, the minimum number of days per reservation, or the location sites that may be reserved. The permit holder also may make these recommendations during the term of the permit. The authorized officer will decide whether to accept or reject the recommendations.

Under the NRRS, the following guidelines must be followed, unless there are compelling operational reasons:

1. For each developed recreation site included in the NRRS, at least 60 percent of the units must be available for reservations. The rest of the units may be occupied on a first-come, first-served basis.
  - Reservation windows vary by type of site and are as follows:
  - Individual campsites: up to six months prior to arrival date.

2. When the NRRS is utilized, the permit holder is responsible for on-site administration and will be required to:
- Obtain daily arrival reports (DARs) from the NRRS contractor each morning by establishing at least one central facsimile location, email address, or other means of obtaining and distributing DARs.
  - Develop a system for posting reservations at the sites so other visitors know which units are reserved.
  - Post and hold reserved sites for 24 hours.
  - Ensure that the party with the reservation is the party using the site.
  - Resolve any disputes over the use of reserved sites by drop-in campers.
  - Verify that visitors hold a Golden Age or Golden Access Passport or the National Parks and Federal Recreational Lands Pass (Federal Recreational Lands Pass) authorized under the Federal Recreation Enhancement Act (REA), 16 U.S.C. 801-6814, before giving the discount on fees for those passes (see section II.B).
  - Develop inventory data for sites being added to the NRRS, and update data for sites currently in the NRRS (including fees charged the public and temporary site closures). Submit data to the NRRS at least annually for data updates.
  - Communicate to the NRRS any emergency closures or other relevant operational changes as they occur.
  - Approve customer refunds as appropriate, and process them through the NRRS. NRRS refund policies can be found at:  
<http://www.recreation.gov/marketing.do?goto=/nrrsreservationpolicies.html>

Because reservations can be made up to six months in advance for individual sites, the NRRS is currently accepting reservations for the 2014 operating season. Fees received by the NRRS for reservations after December 31, 2013, will be held by the Forest Service and distributed following issuance of a special use permit to the successful applicant. In the final year of the permit, fees will be held in the same manner until a new permit is issued. The permit holder will honor reservations made prior to issuance of the permit at the price in effect when the reservations were made.

#### **B. Pass Discounts**

The permit holder must provide a 50 percent discount on recreation fees charged under REA at developed recreation sites covered by this prospectus to holders of America the Beautiful, the National Parks and Federal Recreation Lands Pass, as well as holders of the Interagency Senior and Access passes.

Specifically, holders of these passes are entitled to a 50 percent discount on the fee for a single campsite occupied by the pass holders. The pass holders are not entitled to a discount on the fee for a multiple-family campsite, cabin, or group use area or any additional campsites occupied by those accompanying the pass holders. The 50 percent campsite discount does not include utility, water, or any other hookup fees.

Any loss of fee revenue from honoring the passes should be factored into applicants' bids.

The permit holder will not be required to offer discounts or free use to holders of the Annual or Volunteer Pass.

The following is a list of sites covered by this prospectus where the 50 percent discount for passes applies: Sawbill Lake, Crescent Lake, Temperance River, and Ninemile Lake Campgrounds.

Standard Amenity Recreation Fee Sites Under REA [Reserved]. The Forest Service is proposing a revision to FSM 2344.3 to address treatment of standard amenity recreation fee sites in the concession program. The agency reserves the right to amend a special use permit issued under this prospectus to be consistent with any change in that directive.

### C. Camp Stamps

The Forest Service offers camp stamps for sale to the public at a price discounted from their face value; for example, \$10 in camp stamps can be purchased for a discounted price of \$8.50. The permittee will honor camp stamps presented by customers at their face value, but will be reimbursed for these camp stamps at their discounted value.

### D. Tribal Use

Tribal members from the Fond Du Lac Band of Lake Superior have signed a Memorandum of Understanding (MOU) with the Superior National Forest that will allow members to camp at campgrounds without paying a camping fee as per the Recreation Enhancement Act of 2004, PL 108-447, and the National Campground Prospectus. Similar MOUs with the Bois Forte Band of Chippewa and the Grand Portage Band of Lake Superior Chippewa are anticipated to be in place in the near future.

Tribal use will be honored without fee at any available non-reservable campsite or any vacant reservable campsite unless a reservation has been made for that campsite through the NRRS. If there is an available campsite, the host or concessionaire will allow tribal members to relocate to a new site if and/or when reservable campsites become occupied by a reservationist.

Band members will follow all applicable rules and regulations. This includes the maximum length of stay requirement (14 days), the camping party size limits (9 people) and the allowance of vehicles as posted at the campground.

The Forest Service will request from the concessionaire the number of campsites and nights occupied by tribal members to be included in their use report (see Appendix 5 of the prospectus for a sample use report).

### E. Site Closures

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. The Forest Service shall not be liable to the permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status as provided by FSH 2709.11, section 31.23.

### F. Administrative Use

If the Forest Service requires the permit holder to provide a service for the agency, the permit holder will be compensated for that use.

#### G. Applicable Forest Orders

Forest Orders may be issued to address a variety of management concerns on a particular forest. Forest Order No. R909-04-02 identifies the occupancy and use restrictions for the Superior National Forest (see Appendix 4). Future revisions to the current forest orders may be issued in the future.

#### H. Fee Tickets and Compilation of Use and Revenue Data

The permit holder must provide fee tickets to visitors that include at least the following information:

- The site number and total amount paid
- The date of issuance and number of days paid for
- If a pass is used, the pass number.
- The number of people in the group
- The number of vehicles and their license plate numbers.

The permit holder must provide use and revenue data to the Forest Service (see Appendix 5 of the prospectus for a sample use report). Use reports must be completed monthly and at the end of the operating season for each developed recreation site, provided that when the holder performs GT fee offset work in lieu of paying the land use fee in cash, use reports may be submitted quarterly, rather than monthly. At a minimum, monthly and year-end use reports must include:

- The total number of units occupied based on daily counts
- The total number of people based on daily counts
- The percentage of occupancy by month
- Total recreation fee revenue
- Total fee revenue for other goods and services
- The total number of Camp Stamps collected
- The total number of passes used
- The total number of units and nights used by Tribal members

In addition, year-end use reports must include:

- Total fee revenue collected under the NRRS
- Total taxes paid
- Total gross revenue
- Total net revenue

#### I. Customer Service Comment Cards

The permit holder must provide a customer service comment card to visitors at each developed recreation site (see Appendix 6 of the prospectus).

#### J. Performance Evaluations

At a minimum, the Forest Service will perform a year-end performance evaluation within four months of the close of the operating season (see Appendix 7 of the prospectus). An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension.

#### **K. Accessibility**

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 require new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG). The FSORAG addresses types of recreational facilities, including developed recreations sites that are not covered by ADA/ABA Accessibility Guidelines.

Any Government maintenance, reconditioning, renovation, or improvement (see section III.C) must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG.

The FSORAG and the ADA/ABA Accessibility Guidelines are posted on the Forest Service's website at <http://www.fs.fed.us/recreation/programs/accessibility>. Questions regarding ADA/ABA Accessibility Guidelines may be referred to the Access Board at [222.access-board.gov](http://222.access-board.gov). Questions regarding the FSORAG may be referred to the accessibility coordinator for the local National Forest.

The permit holder is responsible for ensuring effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities.

#### **L. Camping Unit Capacity**

The policy of the Forest Service is a maximum of nine people per site. Crescent Lake Campground has one group campsite that can accommodate up to 16 people.

#### **Number of Vehicles Per Camping Unit**

A single-family camping unit may accommodate one vehicle. A "vehicle" is defined as any motorized conveyance, except that for purposes of vehicular capacity, two motorcycles are considered one vehicle.

Additional vehicles may be allowed at a camping unit, if the camping unit can safely accommodate them. When extra vehicles are allowed, an extra fee of up to 50 percent of the camping unit fee may be charged for each extra vehicle. If an extra vehicle exceeds the camping unit capacity (i.e., the extra vehicle causes a safety hazard or resource damage), the customer may be required to pay for an additional camping unit or park in an overflow parking area, if available.

One towed vehicle per single camping unit will be allowed for no extra charge if it can be parked completely on the surfaced area and does not create a safety hazard. Examples of towed vehicles include a boat trailer or a car towed by a motor home.

**Additional Vehicle Examples:**

Motor home	No extra charge
Motor home towing a boat trailer	No extra charge
Motor home towing a car	No extra charge
Motor home with driven vehicle	Charge for extra vehicle
Single car/truck	No extra charge
Car/truck towing camp trailer	No extra charge
Car/truck towing camp trailer with driven car	Charge for extra vehicle
Car/truck towing boat trailer	No extra charge
Car/truck towing camp trailer and driven car towing boat trailer	Charge for extra vehicle
Truck with camper	No extra charge
Truck with camper and towing boat trailer	No extra charge
Two cars or trucks	Charge for extra vehicle
Two motorcycles	No extra charge
3-4 motorcycles	Charge for one extra vehicle

**M. Stay Limit**

Campers at overnight sites will be limited to a 14-day stay limit. Unless agreed upon by the permit administrator, the 14 day limit may be extended at less popular sites for administrative purposes such as research.

**N. Fees Charged to the Public**

The permit holder may charge the public fees only to the extent that the Forest Service can charge recreation fees under REA. All recreation fees must be specified per developed recreation site. The holder must honor the proposed pricing through the first full operating season. Thereafter, the holder may propose price adjustments with justification.

Permit holders may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads or trailsides.
- General access, unless specifically authorized by REA.
- Dispersed areas with low or no investment, unless specifically authorized by REA.
- Persons who are driving, walking, boating, horseback riding, hiking or biking through NFS lands without using the recreational facilities and services for which a fee is charged.
- Camping at undeveloped sites that do not provide the minimum number of facilities and services prescribed by REA.
- Use of overlooks or scenic pullouts.
- Travel by private, noncommercial vehicle over any national parkway or any road or highway in the Federal-aid System that is commonly used by the public as means of travel between two places, either or both of which are outside an area in which recreation fees are charged.

- Travel by private, noncommercial vehicle, boat, or aircraft over any road, highway, waterway, or airway to any land in which the person traveling has property right, if the land is in an area in which recreation fees are charged.
- Any person who has a right of access for hunting or fishing privileges under specific provision of law or treaty.
- Any person who is engaged in the conduct of official federal, state, tribal or local government business.
- Special attention or extra services necessary to meet the needs of the disabled.

#### O. Law Enforcement

Forest Service Manual (FSM) 2342.1, Exhibit 01, addresses the law enforcement authorities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds. (See Appendix 8 of the prospectus).

#### P. Other Pertinent Information

##### **Hazard Tree**

The Forest Service will schedule a pre-season inspection of the campgrounds with the permittee to identify existing and potential hazards, including hazard trees. The permittee will be required to remove hazard trees and slash 30 days from the date of inspection. The permit holder will be responsible for monitoring and identifying hazard trees during the operating season and removing upon approval from an authorized officer. The annual operating plan will address appropriate disposal of hazard trees and slash.

##### **Butane and Propane Installations**

For safety and regulatory reasons, the permit holder is not allowed to install or store bulk butane or propane.

##### **Bear Activity**

In the event of any issues involving bear activity in the campgrounds, the concessionaire will notify the Minnesota Department of Natural Resources and the Forest Service.

##### **End of Season**

At the end of the indicated operating season, the concessionaire will post a sign indicating that fees are no longer charged for the remainder of the season.

### III. Special Use Permit

In exercising the rights and privileges granted by the special use permit, the permit holder must comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

#### A. Permit Term

The permit term will be for up to 5 years, with an option to extend the term for up to an additional 5 years at the sole discretion of the authorized officer. The decision to extend the term will depend, in part, on sustained satisfactory performance of the permit holder. Upon expiration of the permit, continuation of the permitted activity will be at the sole discretion of the authorized officer and will be subject to a competitive offering. A new prospectus will be issued during the final year of the permit term.

If the decision to select a permit holder is appealed, a permit will not be issued until the appeal has been resolved, unless operation is needed during the appeal, in which case a permit with a term of one year or less may be issued.

The Special Use permit may not be transferred or reassigned. Subleasing is not permitted, although sub-contracting of maintenance services may be allowed.

#### B. Permit Holder Responsibilities

This section highlights the requirements of the special use permit, which is contained in Appendix 10 of the prospectus. Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

##### **Responsibility for Day-to-Day Activities**

As a general rule, the holder will be required to conduct the day-to-day activities authorized by the permit. Some, but not all, of these activities may be conducted by someone other than the permit holder, but only with the prior written approval of the authorized officer. The permit holder will continue to be responsible for compliance with all the terms of the permit.

##### **Permit Holder-Furnished Supplies and Equipment**

The permit holder will be required to provide all vehicles, equipment, and supplies necessary to operate the authorized developed recreation sites in accordance with the special use permit.

##### **Holder-Furnished Vehicles**

The permit holder may not use all-terrain vehicles, motorcycles, or motor bicycles in the campgrounds. The holder may propose use of golf carts or other similar vehicles to facilitate daily maintenance of the facilities. If authorized, carts must stay on designated roads or trails while driving between sites or loops.

##### **Holder Maintenance, Reconditioning, Renovation (MRR)**

Maintenance, reconditioning, and renovation are defined in the permits (FS-2700-4h, clause IV.E.1(a),(c)). Holder MRR is defined as maintenance, reconditioning, or renovating that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. In fulfilling these

responsibilities, the holder must obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation (FS-2700-4h, clause IV.E.1(d)). The permit holder, at its expense, will be required to perform holder MRR under a holder MRR plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder's annual operating plan.

### C. Granger-Thye Fee Offset Agreement

The federal government owns all the improvements at the developed recreation sites covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the permit holder's expense.

Government MRRI is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer. See Appendix 12 and Appendix 10, clause IV.E.

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the holder and the Forest Service in advance of the operating season (see Appendix 11). Alternatively, a multi-year GT fee offset agreement can be prepared for consolidated fee payments. A list of sample Government MRRI projects is included in Appendix 12.

Either the holder or the Forest Service may perform GT fee offset work. This determination will be made annually. When the holder performs GT fee offset work, if it includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the fee offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rater or accounting procedures and supporting documentation to determine an indirect cost rate (see Appendix 13).

The holder's claims for GT fee offset must be documented using Granger-Thye Fee Offset Certification Form (see Appendix 14). This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

When the Forest Service performs GT fee offset work, the holder will deposit fee payments into a CWF2 account. The Forest Service will perform GT fee offset work under a collection agreement and offset those costs against the permit holder's annual permit fee (see Appendix 10, Clause IV.E. 3 and Appendix 11). The Forest Service's indirect costs may be offset at the agency's approved rate. The Forest Service and the holder will agree on the work to be performed in advance of each operating season.

### D. Insurance

#### **Liability Insurance**

The successful applicant must have liability insurance covering losses associated with the use and occupancy authorized by the permit arising from personal injury or death and third-party property damage in the minimum amount of \$100,000 for injury or death to one person per occurrence; \$300,000 for injury or death to more than one person per occurrence; and \$100,000 for third-party property damage per occurrence, or in the minimum amount of \$300,000 as a combined single limit per occurrence. Insurance policies must name the United States as an additional insured (see Appendix 10, clause III.I).

#### **IV. Application**

##### **A. Instructions for Submitting Applications**

Applicants must submit a written application for any or all developed recreation sites offered in this prospectus.

Applicants are strongly encouraged to visit the sites at least once before submitting an application (see Appendices 1 and 2, vicinity map and maps of developed recreation sites). **A field visit day is scheduled on Thursday, November 14, 2013, at 9:00am at the Tofte Ranger District, 7355 Highway 61, Tofte, MN 55615.** Applicants will have the opportunity to caravan to all of the campgrounds in this prospectus and ask questions on site.

The information in this prospectus is from generally reliable sources, but no warranty is made as to its accuracy. Each applicant is expected to make an independent assessment of the business opportunity offered in this prospectus.

All applicants must be submitted to: Tofte District Ranger, Tofte Ranger District, P.O. Box 2159, Tofte, MN 55615

**Applications must be received by close of business (4:30 p.m.) on Friday, November 29, 2013.**

Applicants must submit 2 copies of their application package and supporting documents.

Please ensure that all requested information is submitted. Missing or incomplete information will result in a lower rating for the corresponding evaluation criteria.

Applications must be signed. The person signing for an entity must have authority to sign for that entity. Applicants must include their address, telephone number, facsimile number, and email address.

##### **Corporations also must include:**

- Evidence of incorporation and good standing.
- If reasonably obtainable, the name and address of each shareholder owning 3 percent or more of the corporation's shares and the number and percentage of any class of voting shares that each shareholder is authorized to vote.

- The name and address of each affiliate of the corporation.
- If an affiliate is controlled by the corporation, the number of shares and percentage of any class of voting stock of the affiliate owned, directly or indirectly, by the corporation.
- If an affiliate controls the corporation, the number of shares and percentage of any class of voting stock of the corporation owned, directly or indirectly, by the affiliate.

Partnerships, limited liability companies (LLCs), associations, or other unincorporated entities must submit a certified copy of the partnership agreement or other documentation establishing the entity or certificate of good standing under the laws of the state where the entity is located.

The Forest Service cannot ensure a profitable operation to the successful bidder. Each bidder is encouraged to make an economic appraisal of the opportunity offered by this prospectus.

**Applicants should contact Christy Iozzo at (218) 663-8080 or Jon Benson at (218) 663-8085 regarding any questions related to this prospectus.**

**B. General Terms, Qualifications, and Reservations**

All applicants have an equal opportunity to apply. Except for members of Congress, Resident Commissioners, and current Forest Service employees, any individual or entity may apply.

The Forest Service does not guarantee a profitable operation. Rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The Forest Service will select the application that offers the best value to the Government. The Forest Service reserves the right to select the successful applicant based on a trade-off between the fee to the Government and technical merit.

The Forest Service is not obligated to accept the application with the highest return to the Government.

The Forest Service reserves the right to select the successful applicant based solely on the initial application, without oral or written discussions.

The Forest Service reserves the right to reject any or all applications and to rescind the prospectus at any time before a special use permit is issued.

Any oral statement made by a representative of the Forest Service shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made or additional information is required, a written amendment will be sent to each person or entity receiving a copy of this prospectus.

If there is a conflict between the terms of the prospectus and the special use permit, the terms of the permit will control.

The Forest Service is proposing a revision to FSM 2344.3 to address how passes and passports are honored in the concession program. The agency reserves the right to amend the special use permit consistent with any change to that directive. In addition, the Forest service reserves the right to amend the special use permit to make it consistent with applicable laws and regulations, including REA; other Forest Service directives; or other management decisions.

The information contained in applications will be kept confidential to the extent permitted under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

### **C. Application Package Requirements**

Applications must be in writing and must include or address the following:

- A proposed annual operating plan, including required and optional services (see Appendix 9)
- A business plan, business experience, references.
- Financial resources
- Fees charged to the public
- Fee to the government

#### **1. Proposed Annual Operating Plan (Including Required and Optional Services)**

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample annual operating outline (see Appendix 9) to organize their response to this section. The successful applicant's proposed operating plan will be attached to and become a part of the special use permit.

Applicants must specify whether another party will assist with any of the operational aspects of the concession, and if so, must include the other party's name, address, telephone number, email address, and relevant experience.

Below are highlights of what needs to be addressed in the proposed annual operating plan. For more details, see the sample annual operating outline in Appendix 9.

#### **Operating Season**

Applicants need to propose the period in which they will operate the sites listed in the prospectus. All sites must be open and operational seven days per week during the minimum operating season, unless a Forest service closure order is in effect. The minimum peak operating season is from Minnesota fishing opener (typically two weeks prior to Memorial Day weekend), through October 1. Reduced services may begin after September 20<sup>th</sup>. The applicant must specify opening and closing dates. Please keep in mind, fees can no longer be charged after October 20<sup>th</sup> when the water systems are closed for the season. The authorized officer will inform the permit holder of an earlier water shut down date due to weather.

## **Staffing**

Applicants must address appropriate staffing to meet customer service and cleanliness standards. The holder will be responsible for furnishing all personnel for the developed recreation sites and for adequately training and supervising their activities under the terms of the permit. The holder must meet requirements of federal and state laws governing employment, wages, and worker safety. Applicants should address worker hours and schedules. Applicants also should address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

## **Supervision and Management**

Applicants must designate an individual to serve as the agent of the holder for purposes of administration of the permit by the Forest Service. The designated agent must periodically review attendant performance on site and must be available to resolve repair needs within 24 hours of discovery or notification. The holder will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR part 261, Subpart A, and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the holder. Applicants also must include a policy for removing employees who engage in inappropriate conduct.

## **Uniform and Vehicle Identification**

Applicants should describe employee uniforms, insignia, name tags, and the applicants' policy for ensuring a clean, professional appearance by staff while on duty. The holder's employees may not wear any component of the Forest Service uniform. Additionally, applicants should address their policy for vehicle maintenance and appearance; types of vehicles to be used for operations (vehicles may not be driven off designated roads or trails); and signage to identify the concessionaire to the public.

## **2. Business Plan, Business Experience, and References**

Applicants must submit a business plan utilizing the format in Appendix 16 of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating and maintaining developed recreation sites (e.g., campgrounds, beaches, and marinas). The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local SBDC if they need assistance in completing their business plan from an SBDC or the Forest Service for the current fiscal year may submit a copy of the review report.

## **Performance Evaluations**

Applicants who have experience in managing Forest Service or other Government concessions must provide copies of the most recent annual written performance evaluations for each Forest Service or other concession the applicants have operated or are operating (see Appendix 7)

## **References**

Applicants also must furnish three business references with names, addresses, telephone numbers, and email addresses in support of relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition, the Forest Service may consider past performance information from other sources.

## **3. Financial Resources**

Applicants must submit a complete set of all financial statements for the last three fiscal years that have been audited, reviewed, or compiled by a certified public accountant (CPA). For any financial statements that were only compiled by a CPA, applicants must complete FS-6500-24, Financial Statement (see Appendix 17) for certification of the accuracy of the financial statements.

Applicants must complete FS-6500-24 for any of the last three fiscal years they were in business for which a financial statement was not audited, reviewed, or compiled by a CPA. An applicant who has had a Financial Ability Determination (FAD) conducted within the past year should include a statement to that effect along with the forest name, contact name, and telephone number. Additionally, applicants must identify any pending application or new permits obtained from the Forest Service since the FAD was completed.

In completing FS-6500-24, LLCs must list the name of the company in block 1, the names and interests of the principals in block 5, and their members should be listed in block 6. In addition, LLCs must complete the certification in Part (D) (1) OF FS-6500-24.

An applicant who has not been in business for the last three fiscal years, and therefore cannot submit audited, reviewed, or compiled financial statements or an FS-6500-24, must submit three fiscal years of projected financial statements compiled by a CPA using the forecast method.

Any financial information submitted by applicants must conform to generally accepted accounting principles (GAAP) or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted must be unredacted and in their original form, including footnotes.

Applicants must show at least 25 percent of the first year's operating costs in liquid assets. Liquid assets are assets that are readily converted into cash.

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (see Appendix 18) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center (ASC) for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to ASC, Attention: Forest Service Auditor.

## **4. Fees Charged to the Public**

Applicants must provide a list of all fees they propose to charge to the public for the first three years of operation; including fees for required and optional services (see Appendix 9, Sample Annual Operating Outline, for a list of required and optional services). Discuss any variable

pricing, discounts, and passes. All proposed fees to be charged to the public also must be included in the business plan as an income item.

The Forest Service reserves the right to regulate the rates charged to the public.

**Sundries:** Applicants should describe any goods proposed for a fee and the cost per unit for such goods. These goods may include, but are not limited to items such as firewood, ice, soda, fishing tackle, and groceries.

## **5. Fee to the Government**

The Government is obligated to obtain fair market value for the use of its land and improvements.

### **Minimum Fee Calculation**

The minimum fee is the concession's average gross revenue minus taxes for the past three years multiplied by the current 30-year Treasury bond rate. Current rate is 3.59 percent.

Campground	Gross Revenue				Minimum Fee
	2010	2011	2012	Average (sum/3)	
Sawbill Lake Campground	\$44,691	\$42,444	\$43,131	\$43,422	\$1,558.85
Crescent Lake Campground	\$24,891	\$22,560	\$25,636	\$24,362	\$874.60
Temperance River Campground	\$ 4,415	\$ 3,368	\$ 3,649	\$ 3,810	\$136.78
Ninemile Lake Campground	\$10,522	\$10,167	\$10,224	\$10,304	\$369.91
Total <sup>2</sup>	\$84,519	\$78,539	\$82,640	\$81,898	\$2,940.14

The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Applicants may propose a fee below the minimum, provided they can document why this amount represents fair market value. However, the Forest Service may reject the proposed fee if the agency determines that it does not reflect fair market value.

**Optional Consolidated Land Use Fee Payment:** Applicants may propose a consolidated fee payment for up to 5 years during the initial permit term or extension of the term to finance a GT fee offset project. The consolidated land use fee payment will be determined by multiplying the average annual gross revenue of the offering for the past 3 years (adjusted, if applicable, based on expansion or contraction of the concession) by the number of years the land use fee payments will be consolidated, and multiplying the product by the percentage of gross revenue proposed by the applicant. If the Forest Service will perform the GT fee offset work using a collection agreement, the entire consolidated land use fee payment must be made when the first land use fee payment otherwise would have been due. If the holder will perform the GT fee offset work, the holder must commence that work within the first 6 months of the consolidated fee period and must complete the work within 18 months of the beginning of the consolidated fee period. The consolidated land use fee payment will not be reconciled based on actual gross revenues.

<sup>2</sup> Totals shown for applicants that plan to bid on all campgrounds.

The proposed fee to the Government also must be included in the business plan as an expense item in the cash flow projections.

The fee to the Government may be offset in whole or in part by the value of Government MRRI, performed at the permit holder's expense in accordance with a GT fee offset agreement (see section III of the prospectus).

Applicants must propose the fee to the Government as a percentage of the concession's adjusted gross revenue. One percentage may be proposed for the entire permit term, or the percentage may vary each year. However, if a consolidated fee payment will be proposed, one percentage rate must be proposed for the entire period of consolidated payments.

#### **D. Evaluation of Applications**

A Forest Service evaluation panel will evaluate each application utilizing the non-fixed weight method.

**The following evaluation criteria are listed in descending order of importance:**

- Proposed annual operating plan (including required and optional services)
- Business plan, business experience, and references
- Financial resources
- Fees charged to the public
- Fee to the Government

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all federal, state, and local entities that have had a business relationship with the applicant. The evaluation panel also may consider past performance information from other sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicant offers the best value to the Government. The authorized officer will make the selection decision. All applicants will be notified of the successful applicant via certified mail.

The Forest Service will conduct a Financial Ability Determination (FAD) on the selected applicant as a prerequisite to issuing a special use permit, unless the agency has a current fiscal year FAD conducted by the Albuquerque Service Center or SBDC for another Forest Service unit.

The Forest Service reserves the right to reject any and all applications.

The Forest service reserves the right to rescind the prospectus at any time before a special use permit is issued. If the Forest Service rescinds the prospectus, application fees will be returned.

#### **E. Post-Selection Requirements**

*Prospectus- Concession Operation of Sawbill Lake, Crescent Lake, Temperance River,  
and Ninemile Lake Campgrounds  
Superior National Forest Service, Tofte Ranger District*

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Once an applicant has been selected, the following information must be submitted and approved by the Forest Service prior to issuance of a special use permit:

- A final annual operating plan containing all the items included in the annual operating plan submitted in response to the prospectus.
- An annual GT fee offset agreement
- Documentation of required liability insurance and, if applicable, property insurance.
- Documentation of bonding, if applicable (not applicable in this case).
- Required deposits and advance payments (see Appendix 10, clause IV.C.1).
- Documentation that utility services have been obtained in the name of the selected applicant.
- A state business license and any other required federal, state, or local certifications or licenses.
- An irrevocable letter of credit .

The successful applicant will be required to submit all these items within 30 days of the date of the selection letter. If these requirements are not met within the 30-day period, a special use permit will not be issued. The applicant who receives the next-highest rating may then be selected for the special use permit, subject to the same requirements.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974, 5 U.S.C. 552a, and the Freedom of Information Act, 5 U.S.C. 552, govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

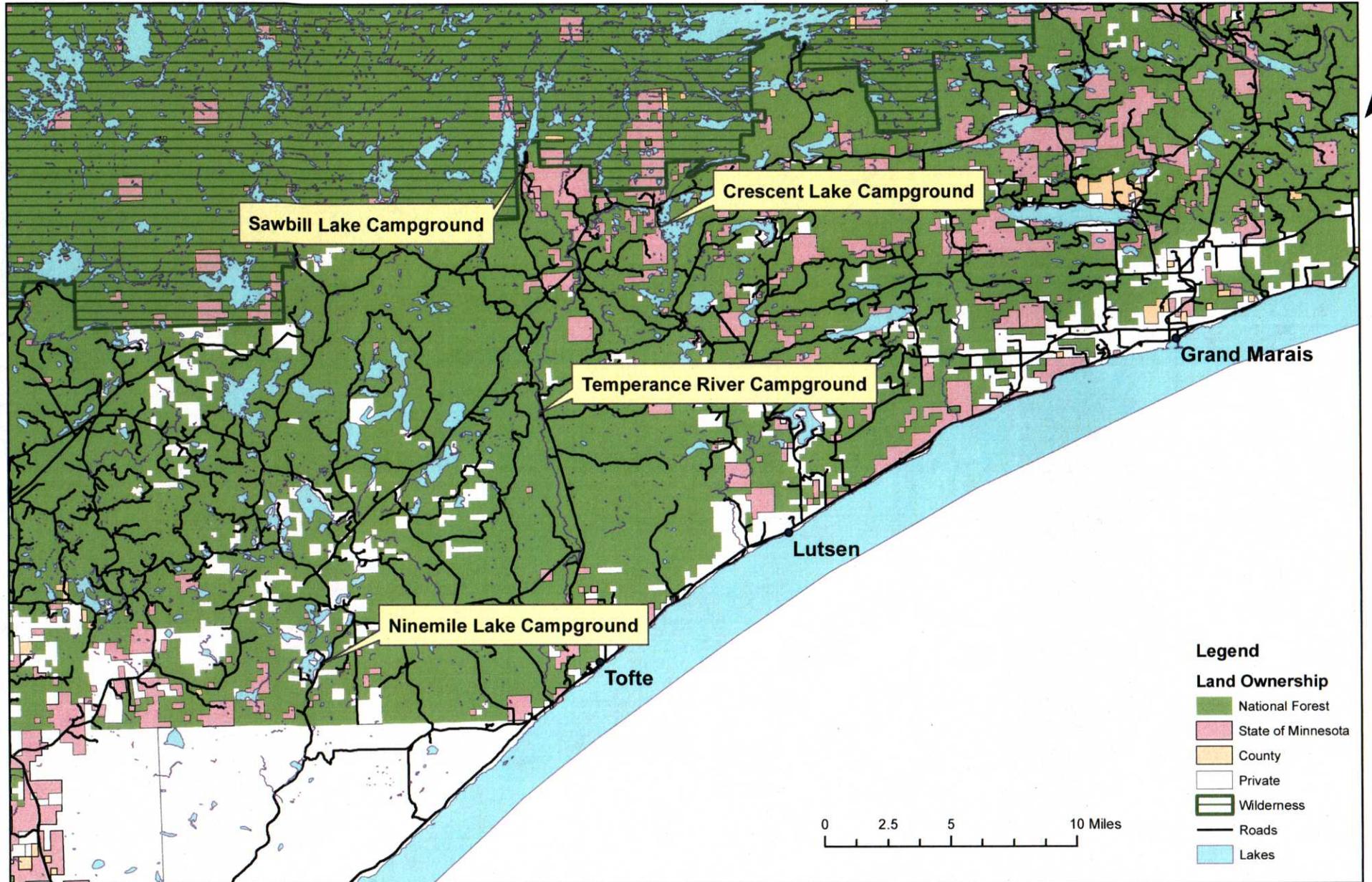
*Prospectus- Concession Operation of Sawbill Lake, Crescent Lake, Temperance River,  
and Ninemile Lake Campgrounds  
Superior National Forest Service, Tofte Ranger District*

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

Appendix 1 - Vicinity Map  
2013 Tofte Campground Prospectus



**Appendix 1 – Vicinity Map**  
2013 Tofte Campground Prospectus



**Appendix 10 – FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions**  
2013 Tofte Campground Prospectus

Authorization ID \_\_\_\_\_  
Contact ID \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

FS-2700-4h (8/02)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**SPECIAL USE PERMIT FOR**  
**CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS**  
**Authority: Granger-Thye Act, 16 U.S.C. 580d**  
**(Ref. FSM 2710)**

<Holder Name, Address, City, State and Zip Code> \_\_\_\_\_

\_\_\_\_\_ <Holder Name> (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the National Forest.

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
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THIS permit covers \_\_\_\_\_ acres \_\_\_\_\_ or miles, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) **<Add any other appendices as needed or delete highlighted text>**, all of which are hereby made a part of this permit.

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

- A. AUTHORITY.** This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.
- C. TERM.** This permit shall expire at midnight on December 31, \_\_\_\_\_ <Year>, \_\_\_\_\_ years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.
- D. RENEWAL.** This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.
- E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

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

## **H. CHANGE IN CONTROL**

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

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

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

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

### **A. ANNUAL OPERATING PLAN**

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

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

**Appendix 10 – FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions**  
2013 Tofte Campground Prospectus

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

**B. MINIMUM USE AND OCCUPANCY.** Use and occupancy of the permit area shall be exercised at least \_\_\_\_ days each year, unless otherwise authorized in writing under additional terms of this permit.

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

**D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN.** The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

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

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

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

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

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

**I. NONDISCRIMINATION.**

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.
2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

**J. EQUAL ACCESS TO FEDERAL PROGRAMS**

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

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

**III. RIGHTS AND LIABILITIES**

- A. LEGAL EFFECT OF THE PERMIT.** This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- B. THIRD-PARTY RIGHTS.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.
- C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.
- D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.
- E. RISKS.** The holder assumes all risk of loss of the property. Loss to the property may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

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

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.
3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

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

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

undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

- I. **INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.
1. **Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ \_\_\_\_\_ as a combined single limit.

#### **IV. PERMIT FEES AND ACCOUNTING RECORDS**

- A. **PERMIT FEES.** The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of \_\_\_\_\_ percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be \$ \_\_\_\_\_. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the fair market value of the authorized use and occupancy.

#### **B. DEFINITIONS**

1. **Adjusted Gross Revenue.** Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.
2. **Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
3. **Revenue Additions.** The following are added to gross revenue:
  - (a) The value of goods and services that are donated or bartered; and
  - (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.
4. **Revenue Exclusions.** The following are excluded from gross revenue:
  - (a) Amounts paid or payable to a state licensing authority.
  - (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
  - (c) Refunds of use fees provided to the public by the holder.

#### **C. PAYMENT SCHEDULE**

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

2. **Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment in two installments, on June 30, and on July 31.

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

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

(b) **Improvement.** Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with

one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

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

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

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

2. **Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.
3. **Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements performed by the holder.** The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing \$ \_\_\_\_\_ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

## **F. FEE PAYMENT ISSUES**

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

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

3. **Late Payments**

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

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

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

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

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

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

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

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

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

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

## V. RESOURCE AND IMPROVEMENT PROTECTION

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

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Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

**B. WATER SYSTEMS - Not applicable.**

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

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

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

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

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

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

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe

attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

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

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

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

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

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

1. Noncompliance with federal, state, or local laws and regulations.
2. Noncompliance with the terms of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to exercise the privileges granted.

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

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 10 days of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

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

**Appendix 10 – FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions**  
2013 Tofte Campground Prospectus

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

**VII. MISCELLANEOUS PROVISIONS**

- A. REGULATING SERVICES AND RATES.** The Forest Service reserves the right to regulate the adequacy and type of services provided the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the the holder shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.
- B. ADVERTISING.** The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit area. The fact that the permit area is located on the National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.
- C. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
- D. HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.
- E. LIQUOR SALES PROHIBITED.** The sale of liquors or other intoxicating beverages is prohibited in the permit area.
- F. GAMBLING.** Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.
- G. FIREWORKS.** The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.
- H. DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.
- I. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.
- J. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- K. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

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

HOLDER: \_\_\_\_\_  
By: \_\_\_\_\_  
(Title)  
Date: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service  
By: \_\_\_\_\_  
(Authorized Officer)  
Date: \_\_\_\_\_

**Appendix 10 – FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions**  
2013 Tofte Campground Prospectus

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

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974, 5 U.S.C. 552a, and the Freedom of Information Act, 5 U.S.C. 552, govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**Appendix 10 – FS-2700-4h, Special-Use Permit for Campground and Related Granger-Thye Concessions**  
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**This permit is accepted subject to all its terms and conditions.**

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

CORPORATE NAME:

(CORPORATE SEAL)

By:  
(Vice) President

ATTEST:

(Assistant) Secretary

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

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

(CORPORATE SEAL)

(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By:  
(Authorized Officer)

Date:

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974, 5 U.S.C. 552a, and the Freedom of Information Act, 5 U.S.C. 552, govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

**Appendix 11 – FS-2700-4h, Appendix B, Granger-Thye Fee Offset Agreement**  
 2013 Tofte Campground Prospectus

USDA Forest Service

OMB 0596-0082  
 FS-2700-4h, Appendix B (03/06)

Authorization ID [redacted]  
 Contact ID [redacted]  
 Expiration [redacted]

**APPENDIX B**  
**ANNUAL GRANGER THYE FEE OFFSET AGREEMENT**  
**SPECIAL USE PERMIT**  
**For Campground and Related Granger-Thye Concessions**  
**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**<Reference FSH 2709.11 chapter 50>**

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

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

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

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

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

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

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

## **Appendix 11 – FS-2700-4h, Appendix B, Granger-Thye Fee Offset Agreement 2013 Tofte Campground Prospectus**

### **Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**Appendix 12 – Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**  
2013 Tofte Campground Prospectus

General Requirements

All job standards, as a minimum, will conform to the Forest Service publication "Cleaning Recreation Sites (December, 1995).

All materials, supplies and paint colors used by the concessionaire will be approved by the Forest Service before use, and maintenance will be performed according to Forest Service standards and approved Site Development Plans in order to be acceptable.

Types of M&R Work

Maintenance and reconditioning work is a condition of the special use permit. Holder maintenance and reconditioning includes activities that neither materially add to the value of the property nor appreciably prolong its life. The work serves only to keep the facility in an ordinary, efficient operating condition. The concessionaire is required to perform Holder Maintenance and Reconditioning (Holder M&R) at the concessionaire's expense.

Government M&R generally includes activities that arrest deterioration and appreciably prolong the life of the improvements. All Government M&R is performed at the sole discretion of the Authorized Officer. The Holder will be required to accomplish Government Maintenance and Reconditioning work (Government M&R), either for offset of the special use permit fee, or as a cooperator by agreeing to allow the Forest Service to use the permit fee to accomplish the work.

Maintenance and Reconditioning work includes both scheduled and unscheduled work. Scheduled maintenance and reconditioning will be defined for each recreation site through Holder M&R plans which will be prepared by the Forest Service and included in the final approved Annual Operating Plan. The following narrative provides an overview of the types of work that will be included in Holder M&R plans, as well as those M&R activities that will be the responsibility of the Government.

Scheduled M&R Work

The following examples define Holder and Government M&R responsibilities:

WATER SYSTEM:

**Government:**

The Government is responsible for the following items:

- Operation and maintenance of entire water system.
- Repairing broken water lines (including underground lines),
- Repairing or replacing valves or hydrants,
- Cleaning small storage tanks,
- All other general maintenance and minor repair.

## **Appendix 12 – Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

### 2013 Tofte Campground Prospectus

- Water testing, monitoring and treatment.
- Capital replacement of water systems.

### ROADS, PARKING AREAS, WALKWAYS, CAMP UNIT SPURS, DOCKS

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#### **Holder:**

The Holder is responsible for:

- Maintain campground parking pads, camping spurs and turnouts, paths, trails, handrails, stairs, gates and footbridges within campgrounds by filling in holes, patching, raking, brushing, and otherwise repairing as damage occurs.
- Monitoring and identifying hazard trees. After securing FS approval the permit holder is required to remove hazard trees and associated slash.
- Removal of other vegetative debris from recreation site roads, trails, bridges, campsites, and parking lots.
- Cleaning and maintaining culverts.

#### **Government:**

The Government is responsible for:

- Maintain the running surface and make subsurface structural repairs to roads and parking lots (excluding camping spurs and turnouts).
- Maintain dock, put it in the water at beginning of season, pull out at the end of season.

### DEVELOPED SITES

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#### **Holder:**

The Holder is responsible for:

- Maintain sites that are free of litter and domestic waste
- Number of visitors and vehicles are kept at or below site capacity.
- High risk site conditions which develop during the use season, are corrected immediately, or identified to protect the public, or the site is closed.

### SEWAGE SYSTEMS

---

#### **Holder:**

The Holder is responsible for:

- Pumping and disposal of vaults and septic tanks.
- Controlling objectionable odors at toilets.

#### **Government:**

The Government is responsible for:

- Replacement of collapsed vaults, etc.

## **Appendix 12 – Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

### 2013 Tofte Campground Prospectus

#### BUILDINGS

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##### **Holder:**

The Holder is responsible for:

- Interior painting of approximately 1/3 of existing buildings within the Campgrounds per year, as determined by the Forest Service.
- Exterior staining of approximately 1/3 of existing buildings within the Campgrounds per year, as determined by the Forest Service.
- Repair and replace fixtures, door locks, broken windows and doors as discovered.
- Repair interior walls and ceilings.
- Repair roofs, interior & exterior walls as damage is discovered.
- Graffiti is removed within 48 hours of discovery or notification.
- Vandalism is corrected or mitigated within one week of discovery or notification.

##### **Government:**

The Government is responsible for:

- Restore and replace buildings as funding becomes available with buildings that meet accessibility standards and odor-free requirements.
- Perform major structural repairs.
- Re-roof buildings and replace exterior siding as funding becomes available.

#### BARRIERS, SIGNPOSTS, CAMPSITE POSTS

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##### **Holder:**

The Holder is responsible for:

- Responsible for installation and replacement as needed.
- Keep all sign and site posts straight and replace as necessary.

#### TABLES, FIRE RINGS, AND STOVES

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##### **Holder:**

The Holder is responsible for:

- Sand and refinish tabletops and benches,
- Remove carvings into tabletops,
- Replace broken planks as necessary.
- Install replacement fire rings/stoves,
- Repair tables and fire rings as needed.

##### **Government:**

The Government is responsible for:

- Provide replacement fire rings / tables as necessary.

## **Appendix 12 – Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

### 2013 Tofte Campground Prospectus

#### SOLID WASTE

---

##### **Holder:**

The Holder is responsible for:

- Garbage removal.
- Garbage areas are free of litter and free of objectionable odors.
- Garbage does not exceed the capacity of the garbage containers.
- Repair, clean, paint or replace garbage cans and dumpsters.
- Maintain garbage can and dumpster pads.
- Assure dumpsters and cans meet bear resistant guidelines.

#### SIGNS AND BULLETIN BOARDS

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##### **Holder:**

The Holder is responsible for:

- Install, repaint, maintain, or repair signs, including recreation site entrance signs, as needed.
- Maintain, in an uncluttered state, posters and information on bulletin boards with current seasonal information.

##### **Government:**

The Government is responsible for:

- Replace campground entrance signs and bulletin boards.
- Replace signs.

#### VEGETATION MANAGEMENT

---

##### **Holder:**

The Holder is responsible for:

- Falling and bucking hazard trees and limbs prior to opening facilities at the beginning of the season, as well as during the operating season.
- Cleanup of all vegetative debris.
- Planting of shrubs, trees, and grasses as approved by the Forest Service.
- Notify Forest Service immediately of any new hazard trees discovered during the operating season.
- Correction or preventing loss of vegetation and erosion caused by recreation use.

##### **Government:**

- Environmental review and approval of all vegetation management proposals.

Unscheduled M&R work occurs as unexpected maintenance needs arise.

## **Appendix 12 – Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

2013 Tofte Campground Prospectus

### Holder Performance of Government M&R Work

The permit holder may perform Government M&R in one of two ways:

- The permit holder can agree to physically perform the work. If the permit holder performs the Government M&R, an amount equal to the value of the maintenance performed will be subtracted from the fee owed to the Government and/or refunded from fees previously paid.
- If the permit holder does not agree to physically perform the Government M&R, the permit holder and the Forest Service will enter into a collection agreement. This agreement allows the special use permit fee collected from the permit holder to be set aside. The Forest Service can then use this money to perform the Government M&R.

Specific Government M&R duties will be agreed to at the beginning of each operating season including the value of the Government M&R work. The permit holder will notify the Forest Service at that time whether he/she plans to physically do the Government M&R items, or enter into a collection agreement for the Forest Service to perform the work.

## Appendix 13 – Granger Thye Indirect Cost Reimbursement Letter

2013 Tofte Campground Prospectus



United States  
Department of  
Agriculture

Forest  
Service

Washington Office

14<sup>th</sup> & Independence SW  
P.O. Box 96090  
Washington, DC 20090-6090

File Code: 2720/6500

Date: July 11, 2002

Route To:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

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

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

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

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



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

**Implementation.**

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

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

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

/S/ DAVID G. HOLLAND  
DAVID G. HOLLAND  
Director, Recreation, Heritage,  
And Wilderness Resources  
cc: Carolyn Holbrook

/S/ TAMARA L. HANAN  
TAMARAH HANAN  
Director, Financial Policy  
and Analysis

**Appendix 14 – FS-2700-4h, Appendix G, Granger-Thye Fee Offset Claim Certification**  
 2013 Tofte Campground Prospectus

Authorization ID [redacted]  
 Contact ID [redacted]  
 Expiration Date [redacted]

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

**SUPERIOR NATIONAL FOREST**  
 Tofte **RANGER DISTRICT**

**PERMIT NUMBER** [redacted]

**Project Name** \_\_\_\_\_ **Holder’s Fiscal Year (FY)** \_\_\_\_\_

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

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

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

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

**DIRECT GT COSTS**

Salaries and Wages	\$ [redacted]
Materials and Supplies	\$ [redacted]
Subcontracts	\$ [redacted]
Other (specify)	\$ [redacted]
Sum of Direct GT Costs	\$ [redacted]
INDIRECT COSTS ([redacted]% x Direct GT costs)	\$ [redacted]
<b>TOTAL GT COST CLAIM FOR PROJECT</b>	<b>\$ [redacted]</b>

**Appendix 14 – FS-2700-4h, Appendix G, Granger-Thye Fee Offset Claim Certification**  
2013 Tofte Campground Prospectus

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Certifying Official  
\_\_\_\_\_  
Title of Certifying Official

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**Appendix 15 – Sample Collection Agreement for Granger-Thye Fee Offset Work**  
2013 Tofte Campground Prospectus

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

COLLECTION AGREEMENT No. \_\_\_\_\_  
between

\_\_\_\_\_ and

USDA Forest Service, Superior National Forest, Tofte Ranger District  
for Granger-Thye Projects in the  
\_\_\_\_\_ Campground(s)

THIS COLLECTION AGREEMENT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as Holder, and the U.S. Department of Agriculture, Forest Service, Superior National Forest, hereinafter referred to as Forest Service, under provisions of the Granger-Thye Act of April 24, 1950 (16 U.S.C. 572). Upon execution, this instrument supersedes all prior Collection Agreements executed between the Holder and the Forest Service.

**I. PURPOSE:**

The purpose of this instrument is to initiate a relationship for the Holder to perform Government maintenance, reconditioning, and improvement (Government M and R) work in recreation sites for offset of permit fees. The Holder operates a Forest Service-owned recreation site in the \_\_\_\_\_ Campground(s) as authorized by a Special Use Authorization (Authorization) dated \_\_\_\_\_.

The Forest Service has requested the Holder to perform certain projects pursuant to 16 U.S.C. 580d.

The Holder has agreed to perform these projects for offset of permit fees, and has requested and the Forest Service has agreed to perform any of these projects not completed by the Holder, using funds deposited, or to be deposited as the permit fee for the period \_\_\_\_\_, by Holder pursuant to 16 U.S.C. 580(d) and 16 U.S.C. 572(b), together with any permit fees remaining in excess of the cost of earlier projects, when such fees were deposited pursuant to earlier collection agreements issued under 16 U.S.C. 580(d) and 16 U.S.C. 572(b) in conjunction with previous Special Use Permits to the same Holder issued under *A Prospectus for the Operation and Maintenance of Superior National Forest, Tofte Ranger District Recreation Facilities, September 2013.*

**II. HOLDER WILL:**

1. Make advance payment of \$ \_\_\_\_\_ as requested by the Forest Service in amounts sufficient to cover the total cost of doing the Government M, R, and I projects as provided for in the attached Granger-Thye Financial Plan. Payments shall take place according to the fee collection schedule established in the Authorization issued to the Holder.

**Appendix 15 – Sample Collection Agreement for Granger-Thye Fee Offset Work**  
2013 Tofte Campground Prospectus

2. Perform without fee offset any projects identified as Holder maintenance and reconditioning (Holder M&R) projects in the attached Granger-Thye Financial Plan.
3. Utilize equipment, supplies and materials which have been approved by the Forest Service.
4. Perform work according to Forest Service standards.
5. Give the Forest Service or the Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
6. Understand that no part of this agreement shall entitle the Holder to any share or interest in the project, other than the right to use and enjoy the same under the existing regulations of the Forest Service.
7. Hereby agree to defend and hold harmless the USDA Forest Service, its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

**III. THE FOREST SERVICE WILL:**

1. Bill Holder prior to commencement of work for deposits sufficient to cover the estimated costs, including overhead, for the specific payment period. Billings will be made according to the fee collection schedule established in the Special Use Permit issued to the Holder, and shall be sent to: \_\_\_\_\_.
2. Deposit the payments received from the Holder into a Forest Service Suspense Account.
3. Refund to the Holder funds equal to the value of the work projects completed by the Holder, as specified on the attached Granger-Thye Financial Plan.
4. Upon receipt of notice from the holder of any project or projects the holder will be unable to complete, deposit any remaining funds into the Forest Service Cooperative Work Fund, and complete such projects.
5. Upon completion of these projects, make available for other maintenance or reconditioning projects any funds deposited in excess of the cost of the projects. Such projects shall be authorized pursuant to a separate agreement between Holder and the Forest Service. If no further maintenance or reconditioning work is performed for offset against the permit fee, the excess amounts shall be deposited to the Treasury.
6. Refund to the Holder any remaining funds collected in excess of the final 2002 permit fee as calculated following receipt of Holder's end-of-year financial operating statement submitted in accordance with requirements of the Special Use Permit issued to the Holder.

## **Appendix 15 – Sample Collection Agreement for Granger-Thye Fee Offset Work**

2013 Tofte Campground Prospectus

7. Supply Holder with appropriate standards for work projects to be performed for offset of permit fees, and specifications for equipment, supplies, or materials to be provided by the Holder.

### **IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

1. Holder's contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.
2. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
3. No part of this instrument shall entitle the cooperator to any share or interest in the projects other than the right to use and enjoy the same under the existing regulations of the Forest Service.
4. Improvements placed on National Forest System land, at the direction of either of the parties, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.
5. This instrument in no way restricts the Forest Service or Holder from participating in similar activities with other public or private agencies, organizations, and individuals.
6. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Any funds on deposit may be held by the Forest Service beyond the termination date to meet obligations incurred prior to the termination date and/or to be applied against any further financial obligation the Holder may have with the Forest Service under provisions of the Authorization.
7. The United States of America shall not be liable for any damage incident to the performance of work under this instrument to any depositors or landowners who are parties to this instrument, and all such depositors or landowners hereby expressly waive any and all claims against the United States of America for compensation for any loss, damage personal injury or death occurring in consequence of the performance of this instrument.
8. Modifications within the scope of the instrument shall be made by mutual consent of both parties, by the issuance of a written modification, signed and dated by both parties, prior to

**Appendix 15 – Sample Collection Agreement for Granger-Thye Fee Offset Work**

2013 Tofte Campground Prospectus

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

9. This instrument is executed as of the last date shown below, and expires on \_\_\_\_\_, at which time it will be subject to review, renewal, or expiration.

10. Federal Davis Bacon wage provisions and rates shall apply to projects in excess of \$2,000 involving construction, alteration, or repair of public buildings or public works.

11. The principal contacts for this instrument are:

Christy Iozzo \_\_\_\_\_  
USDA Forest Service \_\_\_\_\_  
Tofte Ranger District \_\_\_\_\_  
PO Box 2159 \_\_\_\_\_  
Tofte, MN 55615 \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Collection Agreement as of the last date written below.

\_\_\_\_\_  
(Holder) Date: \_\_\_\_\_

\_\_\_\_\_  
District Ranger Date: \_\_\_\_\_  
Superior National Forest  
Tofte Ranger District

## **Appendix 16 – Business Plan Requirements and Sample**

### **2013 Tofte Campground Prospectus**

A business plan is essential in starting a business, improving a business, or raising capital, and is a detailed view of the business. A Sample Business Plan is found in Appendix J. Low-cost assistance and training in preparing a business plan is available from Small Business Development Centers (SBDC) located throughout the United States. Although a complete business plan as found in Appendix J is recommended, the minimum requirements for the Business Plan are as follows:

1. Documentation of Business, Company, or Organization
2. Narrative Description of Who Will Perform Work
3. Description of Business Experience and Past Performance Evaluations
4. Financial Resources (Financial Statement, Form FS-6500-24, and Request for Verification, Form FS-6500-25) Appendix 17 & 18.
5. Payment History/Credit References
6. Cash Flow Projection for The First Three Years of Operation
7. Income Projection by Month For the First Three Years of Operation
8. Estimated Fee to the Government

Additional requirements for the Business Plan are specified below:

#### ***DOCUMENTATION OF BUSINESS, COMPANY, OR ORGANIZATION***

Applicants should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant.

Applicants that are limited-liability companies should provide the names and interests of the company's principals.

Should the applicant not be incorporated in the state where the concession is located, the applicant must submit a license to do business in that state.

#### ***NARRATIVE DESCRIPTION OF WHO WILL PERFORM THE WORK***

Applicants should specify whether the applicant will perform the operation-and-maintenance work, or if a third party will be used. Should a third party be used, identify the entity to be used, its

**Appendix 16 – Business Plan Requirements and Sample**  
2013 Tofte Campground Prospectus

address, and the individual who will be responsible for any of the operational aspects of the concession, and describe his/her relevant experience.

**DESCRIPTION OF BUSINESS  
EXPERIENCE AND PAST  
PERFORMANCE  
EVALUATIONS**

Applicants should furnish a detailed description of their experience as it relates to operating and maintaining recreation sites (i.e., campgrounds, beaches, etc.). The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates for the business experience
- The location of the business
- A description of services provided
- A description of customers served
- The number of employees supervised
- The volume of business

**Applicants who have experience in managing Forest Service (FS) or other Government campgrounds MUST provide copies of annual written performance evaluations for the most recent three years of operation under each special use permit held. If a written performance appraisal was not given, this fact must be stated.**

Applicants should also furnish three business references, with the names, addresses, and telephone numbers in support of applicable business experience.

**FINANCIAL RESOURCES**

Any financial information submitted by applicants should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unredacted and in their original form, including footnotes.

The business plan and all financial information and projections are confidential information, and may not be released by the FS, to the extent allowed in the Freedom of Information and Privacy Act, 5 U.S.C. 552 and 552a, respectively.

In order to assess the technical and financial capability [(36 CFR 251.54 (e)(3))] of the applicant, the following are required:

**Financial Statement**

---

Detailed financial statements must be submitted for the corporation, general or limited partnership, limited liability Company, or sole proprietorship submitting a proposal. Form FS-6500-24 (5/96) is

**Appendix 16 – Business Plan Requirements and Sample**  
2013 Tofte Campground Prospectus

included in Appendix 17 and is a recommended format.

Applicants should submit a complete set of financial statements (audited, reviewed, or compiled by a CPA) for the last three fiscal years. If the financial statements were compiled by a CPA, applicants must complete parts (D)(1) or (D)(2) of Form FS-6500-24, “Financial Statement”, to provide *notarized certification* as to being true and correct.

In the event that the above CPA-prepared financial statements do not exist for any of the last three fiscal years, applicants must provide a completed and notarized Form FS-6500-24 for any fiscal year they were in business during that three-year period. Limited-liability companies need to list the name of the company in Block 1 and the names and interests of the principals in Block 5, and complete the certification in Part (D)(1) of FS-6500-24.

Applicants who have not been in business for the last three fiscal years, and therefore cannot submit required financial statements or an FS-6500-24, must submit two fiscal years of projected financial statements, compiled by a CPA using the forecast method. Applicants must complete Part (D) of Form FS-6500-24 “Financial Statement”, to provide *notarized certification* that the projected financial statements are true and correct.

**Request for Verification**

---

Applicants must show they have 25 percent of the first year's operating costs in liquid assets. Liquid assets are those that can be readily converted to cash.

Applicants must complete Form FS-6500-25 (Request for Verification, included in Appendix 18) and submit it with their business plan. They should complete Blocks 1 through 5 of the form and send a copy to each financial institution with which they do business, in order for them to complete Blocks 6 through 15 of the form. The financial institution(s) should mail the completed forms to:

**Superior National Forest  
Tofte Ranger District  
ATTN: Christy Iozzo  
PO Box 2159  
Tofte, MN 55615**

**PAYMENT HISTORY / CREDIT**

**REFERENCES**

Financial ability evaluation will also include payment history. Payment history will take into account record of payments of fees to the Government for those who have permits previous to this bid or who have other business transactions with the Government and known to the evaluators. Documentation provided by the applicant reflecting payment history in other businesses or credit reports will also be considered. **If applicant has a clear payment record and no known adverse items have occurred in the last five years, applicant should attest to this clear record.** The best

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evaluation of payment history will result for applicants with positive payment history who also attest to that record. A known poor payment record not addressed as to corrective action or mitigating circumstances will detract from the ranking.

***CASH FLOW PROJECTION  
FOR THE FIRST THREE  
YEARS OF OPERATION***

The cash flow projection should include an estimate of the cost of operating the recreation sites. It should also include all interim and permanent sources of funds. An example of a monthly cash flow projection can be found in the Business Plan Sample, part of this Appendix.

***INCOME PROJECTION  
FOR THE FIRST THREE  
YEARS OF OPERATION***

An example of a monthly income projection can be found in the Business Plan Sample, part of this Appendix.

***ESTIMATED FEE TO THE  
GOVERNMENT***

The applicant's business plan must state the expected annual adjusted gross revenue for the first year of operation (by campground), and for subsequent years (consolidated) of the permit (ten-year projection), and the expected fee to Government for each year. The minimum fee is outlined in the "Fee to the Government" section (page 22). The fee to be offered should be expressed as a percentage of adjusted gross revenue, using the format found in Appendix 8, Operating proposal format. The offered fee should equal or exceed the minimum fee.

# **A Business Plan**

Eastern Region  
of the  
USDA Forest Service



Business Plan in Response to the Prospectus for the  
Superior National Forest

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

Address \_\_\_\_\_

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

Phone \_\_\_\_\_

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## **Part I: The Business**

### **Purpose and Goals**

---

As we proceed through our business careers, it is vital that we set goals for the future. Although this is difficult and time consuming, the final reward is worth the effort. As you fill in the following, be as realistic as you can. Answers you develop now will be the basis of your business plan.

*What is your purpose in pursuing this business?*

*Define your business goals for the next year and what you foresee five years from now.*

### **Description of the Business**

---

This section should describe the nature and purpose of the company, background of its industry, and what opportunities you see for its products or services. It provides you with insights that allow you to better correlate the projections and estimates presented in subsequent sections.

*Brief description of the business.*

*Briefly describe your knowledge of this industry.*

*List the products and services you will provide.*

## **Legal Structure**

---

There are several ways in which your business can be legally organized. To determine the best one for you and your organization, you need to seek competent legal and tax advice. To give you a general frame of reference, the more popular forms and their reasons for use are outlined in Part V, Appendices.

*How is your company legally organized?*

*Why is this legal organization most appropriate for your business?*

*Does your operation require a state registration number? YES \_\_\_\_\_ NO \_\_\_\_\_ If "Yes," please include a copy of the registration in the Supporting Documents.*

*Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:*

<b>Name</b>	<b>Address</b>	<b>SSN</b>	<b>% Ownership</b>
-------------	----------------	------------	--------------------

### **Location of Your Business**

---

Describe the planned geographical location of the business and discuss any advantages or disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

*Planned geographical location.*

*Discuss advantages or disadvantages of the site location.*

*Describe your approach to overcoming any problems.*

### **Market And Customers**

---

The purpose of this section is to present sufficient facts to convince the evaluator that the product or service has a substantial market and can achieve sales in the face of competition. Discuss who the customers are for the anticipated product or service. Where are the major purchasers for the product or service?

*Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international).*

*Describe the size of the current total market and potential annual growth.*

## Appendix 16 – Business Plan Requirements and Sample

### 2013 Tofte Campground Prospectus

*Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost.*

### Competitive Analysis

---

Each business has (or should have) a uniqueness that separates it from its competitors. Make a realistic assessment of the strengths and weaknesses of competitive products and services, and name the companies that supply them. Compare competing products or services on the basis of image, location, price, advertising, and other pertinent features. Discuss your three or four key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

*Identify three or four of your key competitors.*

*Discuss their strengths and weaknesses.*

Why do you think you can compete with your competitors and capture a share of the market?

Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					

**Management**

---

Your management team is the key to turning a good idea into a successful business. The evaluator looks for a committed management team with a proper balance of technical, managerial, and business skills and experience in doing what is proposed. Be sure to include complete résumés for each key management member in the Supporting Documents section.

*List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.*

*Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.*

*List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.*

Accountant \_\_\_\_\_

Attorney \_\_\_\_\_

Banker \_\_\_\_\_

Insurance Broker \_\_\_\_\_

Advertising \_\_\_\_\_

Others \_\_\_\_\_

**Personnel**

---

One of the key elements in any business is PEOPLE. Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills.

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 2013 Tofte Campground Prospectus

*Identify essential employees, their job titles, and required skills*

*Identify the source and your plan to recruit essential employees.*

*Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc.*

**Part II: Financial Data**

**Capital-Equipment List**

This section will help you plan purchases of capital equipment needed to start your business. Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, livestock, tack, gear, and computers. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from existing businesses.

<b>Equipment</b>	<b>Quantity</b>	<b>N/ U</b>	<b>Life</b>	<b>Cost</b>
<b>Total Cost of Capital Equipment</b>				<b>\$</b>

**Start-Up Expenses**

---

Start-up expenses are the various costs it takes to open your doors for business. Some of these will be one-time expenditures, whereas others will occur every year.

<b>Item</b>	<b>Cost</b>
Total cost of capital equipment (from page 84)	\$ _____
Beginning inventory of operating supplies	_____
Legal fees	_____
Accounting fees	_____
Other professional fees	_____
Licenses and permits	_____
Remodeling and repair work	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Advance permit fees	_____
Other expenses:	_____
_____	_____
_____	_____
<b>Total Start-Up Expenses</b>	<b>\$ _____</b>

## **Sources and Uses of Financing**

---

This section is another critical financial forecast. What will be the sources of your initial financing? The following step of how you will use this financing to buy the assets needed to open your doors for business is equally important, and will be of major interest.

Note: This section will not be used if you own an existing business, unless you're planning a major refinancing and restructuring of your business.

On the next page:

- ② Fill in the cash amounts to be invested by the various owners or shareholders.
- ② Fill in the market value of noncash assets to be invested by the various owners or shareholders. Examples include equipment, vehicles, and buildings.
- ② Fill in the bank loans to your business, both short-term (one year or less) and long-term.
- ② Fill in the amounts of loans secured by your personal assets (for example, your home).
- ② Fill in any Small Business Administration loans from any other sources.
- ② Fill in the amounts of cash used to buy various assets in the Uses of Financing section.
- ② Fill in the noncash assets contributed by the owner (use the same amounts listed in Sources of Financing).
- ② Estimate your "working capital" needs. This is an often misused term, since it strictly means "current assets minus current liabilities." However, we use "working capital" here to describe that money which you'll need to pay operating expenses for the first few months of business operation until profits are realized. The number of months working capital depends on the business, but as an absolute minimum you should have three months of expense money in the bank. You should discuss this with your banker, and you may want to consider a pre-approved loan called a "line of credit," from which you draw funds only when you need to have them.  
**DON'T SKIP THIS STEP!**
- ② Total both sections (Sources and Uses); they should be equal.

**Sources of Financing**

---

Investment of cash by owners	\$
	_____
Investment of cash by shareholders	
	_____
Investment of noncash assets by owners	
	_____
Investment of noncash assets by shareholders	
	_____
Bank loans to business: short term (one year or less)	
	_____
Bank loans to business: long term (more than one year)	
	_____
Bank loans secured by personal assets	
	_____
Small Business Administration loans	
	_____
Other sources of financing (specify)	
_____	_____
_____	_____
<b>Total Sources of Financing</b>	<b>\$</b>
	_____

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**Uses of Financing**

---

Buildings \$ \_\_\_\_\_

Equipment \_\_\_\_\_

Initial inventory \_\_\_\_\_

Working capital to pay operation expenses \_\_\_\_\_

Noncash assets contributed by owners  
(use same amount as in Sources, above) \_\_\_\_\_

Other assets (specify)

\_\_\_\_\_

\_\_\_\_\_

**Total Uses of Financing** \$ \_\_\_\_\_

---

## **Monthly Cash Flow Projection**

---

The cash flow projection is the most important financial planning tool available to you. If you were limited to one financial statement, the Cash Flow Projection would be the one to choose.

For a new or growing business, the cash flow projection can make the difference between success and failure. For an ongoing business, it can make the difference between growth and stagnation.

Your Cash Flow Projection will show you:

- ② how much cash your business will need;
- ② when it will be needed;
- ② whether you should look for equity, debt, operating profits, or sale of fixed assets; and
- ② where the cash will come from.

The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. Cash flows into the business from sales, collection of receivables, capital injections, etc., and flows out through cash payments for expenses of all kinds.

A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

After it has been developed, use your cash flow projection as a budget. If the cash outlays for a given item increase over the amount allotted for a given month, you should find out why and take corrective action as soon as possible. If the figure is lower, you should also find out why. If the cash outlay is lower than expected, it is not necessarily a good sign. Maybe a bill wasn't paid. By reviewing the movement of your cash position you can better control your business.

Use the Cash Flow Projection chart on the next page to make sure you don't omit any ordinary cash flow item. But be sure to add any items that are peculiar to your business.

The level of detail you wish to provide is another judgement call. You may want to provide much more detail than is shown in these examples. You might benefit from breaking down your total cash flow into a series of cash flows, each representing one profit center or other business unit. This can be particularly helpful if you have more than one source of revenue. The accumulated information gained by several projections can be very valuable.

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 2013 Tofte Campground Prospectus

**Cash Flow Projection (or Cash Flow Budget) by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	<b>Total Cash Receipts</b>													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Insurance													
13	Legal and Accounting													
14	Delivery Expenses													
15	Fixed Cash Disbursements*													
16	Mortgages (Rent)													
17	Term Loan													
18	Line of Credit													
19	Other													
20	<b>Total Cash Disbursements</b>													
21														
22	<b>Net Cash Flow</b>													
23														
24	<b>Cumulative Cash Flow</b>													
25														
26	*Fixed Cash Disbursements													
27	Utilities													
28	Salaries													
29	Payroll Taxes and Benefits													
30	Office Supplies													
31	Maintenance and Cleaning													
32	Licenses													
33	Boxes, Paper, etc.													
34	Telephone													
35	Miscellaneous													
36	Total FCD/Year													
37	FCD/Month													
38														
39	Cash on Hand													
40	Opening Balance													
41	+ Cash Receipts													
42	- Cash Disbursements													
43	Total = New Balance													

## Appendix 16 – Business Plan Requirements and Sample

2013 Tofte Campground Prospectus

### Start-Up Balance Sheet

---

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time. The format is standardized to facilitate analysis and comparison; do not deviate from it.

Balance sheets for all companies, great and small, contain the same categories, arranged in the same order. The difference is one of detail. Your balance sheet should be designed with your business information needs in mind. These will differ according to the kind of business you are in, the size of your business, and the amount of information your bookkeeping and accounting systems make available.

A sample balance sheet follows.

**Name of the Business**  
**Date (month, day, year)**  
**Balance Sheet**

**Assets**

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

Footnotes:

**Liabilities**

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

**Net Worth or Owner's Equity**

(Total assets minus total liabilities)		\$ _____
<b>Total Liabilities and Net Worth</b>		<b>\$ _____</b>

Footnotes:

---

## **Start-Up Income Statement Projection**

---

Income Statements, also called Profit and Loss Statements, complement balance sheets. The balance sheet gives a static picture of the company at a given point in time. The income statement provides a moving picture of the company during a particular period of time.

Income projections are forecasting and budgeting tools, estimating income and anticipating expenses in the near to middle-range future. For most businesses (and for most bankers), income projections covering one to three years are more than adequate. In some cases, a longer-range projection may be called for, but in general, the longer the projection, the less accurate it will be as a guide to action.

While no set of projections will be 100% accurate, experience and practice tend to make the projections more precise. Even if your income projections are not accurate, they will give you a rough set of benchmarks to test your progress toward short-term goals. They become the base of your budgets.

The reasoning behind income projection is: Since most expenses are predictable and income doesn't fluctuate too drastically, the future will be much like the past. For example, if your gross margin has historically been 30% of net sales, it will (barring strong evidence to the contrary) continue to be 30% of net sales. If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

Try to understate your expected sales and overstate expenses. It is better to exceed a conservative budget than to fall below optimistic projections. However, being too far under can also create problems, such as not having enough capital to finance growth. Basing income projections on hopes or unjustified fears is hazardous to your business's health. Be realistic; your budget is an extension of your forecasts.

A suggested format for an income projection follows on the next page. The content as shown in the sample may have to be modified to fit your particular operation, but do not change the basic form.

**Appendix 16 – Business Plan Requirements and Sample**  
 2013 Tofte Campground Prospectus

**Income Projection by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	TOTAL
2														
3	Sales													
4	Wholesale													
5	Retail													
6	<b>Total Sales:</b>													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	<b>Gross Margin</b>													
13														
14	Operating Expenses													
15	Utilities													
16	Salaries													
17	Payroll Taxes and Benefits													
18	Advertising													
19	Office Supplies													
20	Insurance													
21	Maintenance and Cleaning													
22	Legal and Accounting													
23	Delivery Expenses													
24	Licenses													
25	Boxes, Paper, etc.													
26	Telephone													
27	Depreciation													
28	Miscellaneous													
29	Rent													
30	<b>Total Operating Expenses:</b>													
31														
32	Other Expenses													
33	Interest (Mortgage)													
34	Interest (Term Loan)													
35	Interest (Line of Credit)													
36	<b>Total Other Expenses:</b>													
37	<b>Total Expenses:</b>													
38														
39	<b>Net Profit (Loss) Pre-Tax</b>													

### **Part III: Historical Financial Reports for Existing Business**

- \_\_\_\_ Balance sheet (past three years)
- \_\_\_\_ Income statement (past three years)
- \_\_\_\_ Tax returns (past three years)
- \_\_\_\_ Current credit report from major credit bureau

### **Part IV: Supporting Documents**

- \_\_\_\_ Personal résumés of business owners, officers, and partners
- \_\_\_\_ Personal financial statements of business owners, officers, and partners
- \_\_\_\_ Bank or investor letters of intent to finance project
- \_\_\_\_ Copies of business leases pertinent to this business
- \_\_\_\_ Copies of all pertinent existing permits or licenses applicable to this business

### **Part V: Appendices**

#### **Legal Organization**

There are several ways in which your business can be legally organized. To determine the best one for you and your organization, you need to seek competent legal and tax advice. To give you a general frame of reference, the more popular forms and their reasons are outlined below. More detailed information can be obtained through the Wisconsin Small Business Development Center sites listed at the end of this section or their web site <http://WWW.wsbcd.org>.

#### **Sole Proprietorship**

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states require you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes. You should also plan to maintain a separate checking account for your business, even if using your own Social Security number).

Advantages

## Appendix 16 – Business Plan Requirements and Sample 2013 Tofte Campground Prospectus

- ② Simple to start.
- ② Easy to dissolve.
- ② Owner makes all management decisions.
- ② Pay only personal income tax; business entity not taxed separately.

### Disadvantages

- ② Unlimited liability (owner legally liable for all debts, claims and judgments).
- ② Difficulty in raising additional funds.
- ② No one to share the management burden.
- ② Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

### General Partnership

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A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

### Advantages

- ② Simple to start.
- ② Fairly easy to dissolve.
- ② Additional sources of capital from partners.
- ② Broader management base.
- ② More opportunity for each partner to specialize.
- ② Tax advantages: no separate income tax.
- ② Limited outside regulation, compared to a corporation.

### Disadvantages

- ② Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).

## Appendix 16 – Business Plan Requirements and Sample 2013 Tofte Campground Prospectus

- ② Difficulty if raising outside capital.
- ② Divided authority.
- ② Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- ② Difficult to find suitable (compatible) partners.
- ② One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

### Corporation

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There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state. In Wisconsin information about forming a corporation can be obtained from the Secretary of State's Office, or from the Business Assistance Center.

#### "C" Corporation Advantages

- ② Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- ② Easier to bring in additional capital.
- ② Ownership is transferable.
- ② Company has continuous, perpetual existence.
- ② Possible tax advantages (seek adequate advice from a tax professional).
- ② Gives you more sense of permanence, thus more "weight," in the business world.

#### "C" Corporation Disadvantages

- ② More expensive to organize.
- ② Highly regulated.

## Appendix 16 – Business Plan Requirements and Sample

### 2013 Tofte Campground Prospectus

- ② Extensive record-keeping requirements.
- ② Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- ② Shareholders/Board of Directors may counter your management decisions.

#### **``S" Corporation Advantages**

- ② Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- ② You still maintain the limited liability of a corporation.
- ② If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

#### **``S" Corporation Disadvantages**

- ② **There are some restrictions on S Corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).**
- ② You must request permission from the IRS to be an S Corporation, and generally, must maintain the calendar year as your fiscal year.

We suggest that, if you intend to be an ``S" Corporation, you do so at the inception of your incorporation to meet IRS deadlines, and to be able to pass all losses on to the shareholders.

#### **Limited Partnership**

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In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state, that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the ``S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of ``up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

#### **Limited Liability Company (LLC)**

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While wearing the corporate form, essentially, an LLC is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an ``S" Corporation is that other corporations may be owners, and the Limited Liability Company may also hold 100% ownership in subsidiary companies. If you are a small corporation, but have interest from institutional or corporate investors, this form of organization may hold distinct advantages for you.

**Be aware, however, that the LLC is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an LLC, you are strongly urged to seek competent, professional legal and tax advice.**

### **Small Business Development Centers (SBDC)**

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The U.S Small Business Administration (SBA) administers the Small Business Development Center Program to provide management assistance to current and prospective small business owners. SBDCs offer one-stop assistance to small businesses by providing a wide variety of information and guidance in central and easily accessible branch locations. The program is a cooperative effort of the private sector, the educational community and federal, state and local governments. It enhances economic development by providing small businesses with management and technical assistance.

The SBDC Program is designed to deliver up-to-date counseling, training and technical assistance in all aspects of small business management. SBDC services include, but are not limited to, assisting small businesses with financial, marketing, production, organization, engineering and technical problems and feasibility studies. Special SBDC programs and economic development activities include international trade assistance, technical assistance, procurement assistance, venture capital formation and rural development.

The SBDCs also make special efforts to reach minority members of socially and economically disadvantaged groups, veterans, women and the disabled. Assistance is provided to both current or potential small business owners. They also provide assistance to small businesses applying for Small Business Innovation and Research (SBIR) grants from federal agencies.

Assistance from an SBDC is available to anyone interested in beginning a small business for the first time or improving or expanding an existing small business, who cannot afford the services of a private consultant.

### **Local SBDCs**

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Note: This listing is limited to SBDC offices throughout the State of Minnesota. For a complete listing of SBDC offices near you, visit the SBDC website at <http://www.sba.gov/sbdc/>

## **Appendix 16 – Business Plan Requirements and Sample**

### 2013 Tofte Campground Prospectus

Northwest Minnesota SBDC

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

1103 Roosevelt Road

Bemidji, MN 56601

(218) 755-4255

North Central Minnesota SBDC

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

501 West College Drive

Brainerd, MN 56401

(218) 855-8140

Minnesota SBDC State Office

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

332 Minnesota Street Suite E200

St. Paul, MN 55101

(651) 259-7423

Central Minnesota SBDC

[www.stcloudstate.edu/sbdc](http://www.stcloudstate.edu/sbdc)

355 5<sup>th</sup> Avenue South

St. Cloud, MN 56301

(320) 308-4842

**Appendix 17 – FS-6500-24, Financial Statement**  
 2013 Tofte Campground Prospectus

USDA FOREST SERVICE

OMB No. 0596-0082

(Expires 5/31/01)

(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e), Federal Acquisition Regulation 48 CFR 9.104.1.)

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

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

2. STATE INCORPORATED

3. DATE INCORPORATED

4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS (with ZIP CODE)

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

6. NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, with number of shares of stock owned by each:

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

7. REFERENCES (At least three should be given, preferably blanks):

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

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

Previous edition is obsolete.

FS-6500-24 (5/96)

## Appendix 17 – FS-6500-24, Financial Statement

2013 Tofte Campground Prospectus

PART A. BALANCE SHEET	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
<b>YEAR ENDED</b>	//	//	//
<b>ASSETS</b>			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	<>	<>	<>
INVENTORIES (list major categories):			
SUPPLIES AND MISCELLANEOUS MARKETABLE SECURITIES			
PREPAID EXPENSES SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION BOOK VALUE-FIXED ASSETS	<>	<>	<>
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
<b>TOTAL ASSETS</b>			

**Appendix 17 – FS-6500-24, Financial Statement**

2013 Tofte Campground Prospectus

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
<b>CURRENT LIABILITIES:</b>			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY)			
TOTAL CURRENT LIABILITIES			
<b>OTHER LIABILITIES:</b>			
DEFFERED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
<b>TOTAL LIABILITIES</b>			
<b>OWNER EQUITY:</b>			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
<b>TOTAL LIABILITIES AND OWNER EQUITY</b>			
<b>PART B. SUPPLEMENTAL DATA</b>			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):			

**Appendix 17 – FS-6500-24, Financial Statement**

2013 Tofte Campground Prospectus

<b>PART C. INCOME STATEMENT</b>	CURRENT YR	PAST YR	THIRD YR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	<>	<>	<>
NET SALES			
LESS-COST OF GOODS SOLD	<>	<>	<>
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	<>	<>	<>
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALARIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
OTHER			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	<>	<>	<>
OTHER EXPENSE	<>	<>	<>
NET AMOUNT OF OTHER INCOME AND EXPENSE	<>	<>	<>
NET PROFIT (LOSS) FOR YEAR			
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement ( <i>including any attachments</i> ). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.			
<b>PART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS</b>			
We, the undersigned, general officers ( <i>or members</i> ) of _____  ( <i>name of corporation or partnership</i> ) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company ( <i>or</i> ) firm up to and including the date of _____, 20_____.			
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE ( <i>Sign in ink</i> )		DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE ( <i>Sign in ink</i> )		DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ ( <i>Month/Year</i> )			<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE		
<b>PART D (2). CERTIFICATION FOR INDIVIDUALS</b>			
I swear ( <i>or affirm</i> ) that the above or attached financial statements are true and correct to the best of my knowledge.			
INDIVIDUAL'S NAME AND TITLE	SIGNATURE ( <i>Sign in ink</i> )		DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ ( <i>Month/Year</i> )			<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE		
Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Forest Service, Information Collection Coordinator, Room 800/RPE, P.O. Box 96090, Washington D.C. 20250; and to the Office of Management and Budget, Desk Officer for Forest Service (OMB #0596-0082), Washington D.C. 20503			

**Appendix 18 – FS-6500-25, Request for Verification**  
 2013 Tofte Campground Prospectus

**US DEPARTMENT OF AGRICULTURE, FOREST SERVICE**  
**REQUEST FOR VERIFICATION**  
 (Reference FSH 6509.18)

FS-6500-25 (5/96)  
 OMB No. 0596-0012  
 Expires 05/31/99

Instructions: Applicant Complete items 1 thru 5. Forward directly to bank or lending institution.

Lender - Please complete Items 6 thru 15. Return directly to:  
 Tofte Ranger District, Attn. Christy Iozzo, PO Box 2159, Tofte, MN 55615

**PART I - REQUEST**

1. TO: Name and Address of Bank or other Lending institutions

2. FROM: (Name and Address of Applicant)

**3. STATEMENT OF APPLICANT**

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant

5. Date / /

**PART II - VERIFICATION**

6. Does applicant have any outstanding loans?  
 Yes  No If yes, fill Item 7.

10. Is the account less than 2 months old?  
 Yes  No If Yes, fill in Item 11.

TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			
Unsecured			
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.
9. CURRENT BALANCES			
CHECKING		SAVINGS	

13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.

15. Date / /

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork reduction project (OMB# 0596-0012), Washington, D.C. 20503.

# Meaningful Measures for Quality Recreation Management

## RECREATION SITES

### National Quality Standards

February 5, 2002

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

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

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

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

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

## **Key Measure: RESOURCE SETTING**

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

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

1. \*High-risk conditions do not exist in developed recreation sites.
2. \*Utility inspections meet federal, state, and local requirements.
3. Laws, regulations and special orders are enforced.
4. Visitors are provided a sense of security

## Key Measure: RESPONSIVENESS

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

## Key Measure: CONDITION OF FACILITIES

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

## **Appendix 2 – Maps of Developed Recreation Sites**

### 2013 Tofte Campground Prospectus

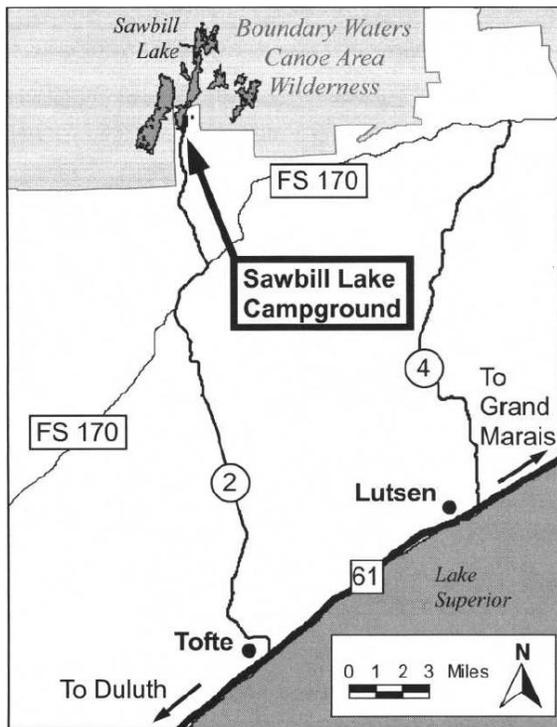
**Permit Area Boundary:** The permit area boundary generally encompasses all the lands within 200 feet of the recreation facilities authorized for use under the permit. If exterior roads or water features (lakes, rivers, or streams) are located less than 200 feet from recreation facilities, the permit area boundary follows the edge of the road or the waterline of the water feature. Exceptions to these general boundaries are noted on the site plans.

**Note:** It is possible that minor discrepancies will exist between conditions described in the narrative and the site plans. In the event of discrepancies, the Prospectus narrative will take precedence over the site plans.

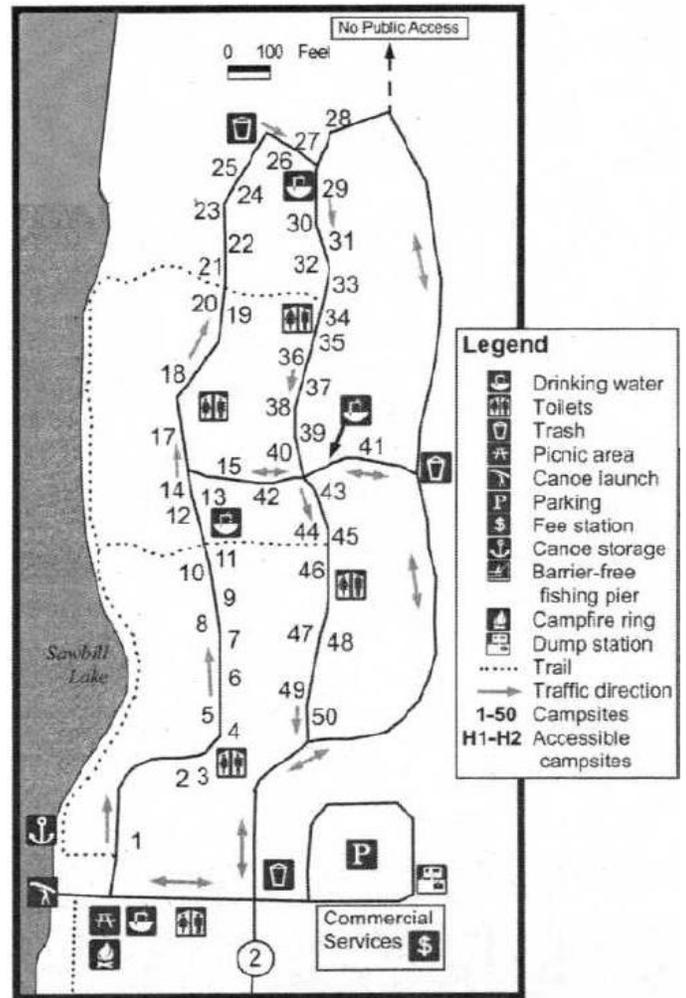
# Sawbill Lake Campground

**Superior National Forest    Tofte Ranger District    Tofte, MN**

**Campground Location Map**



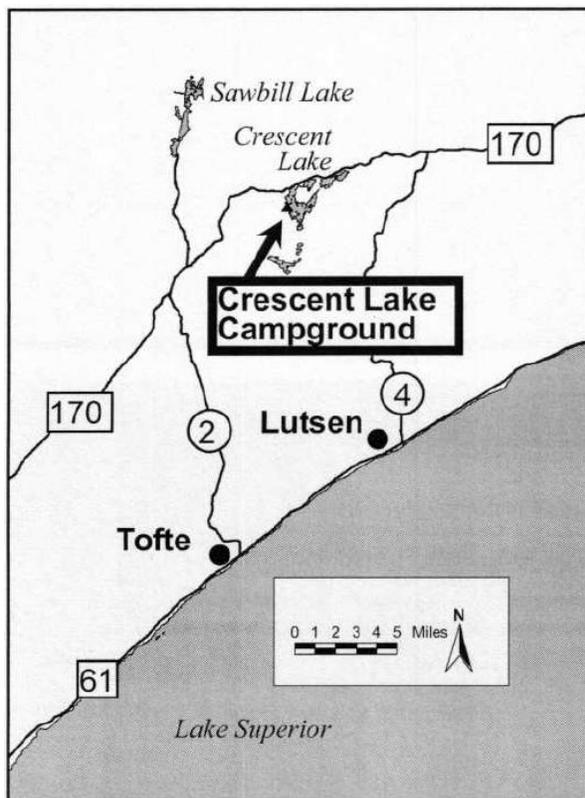
**Campground Layout Map**



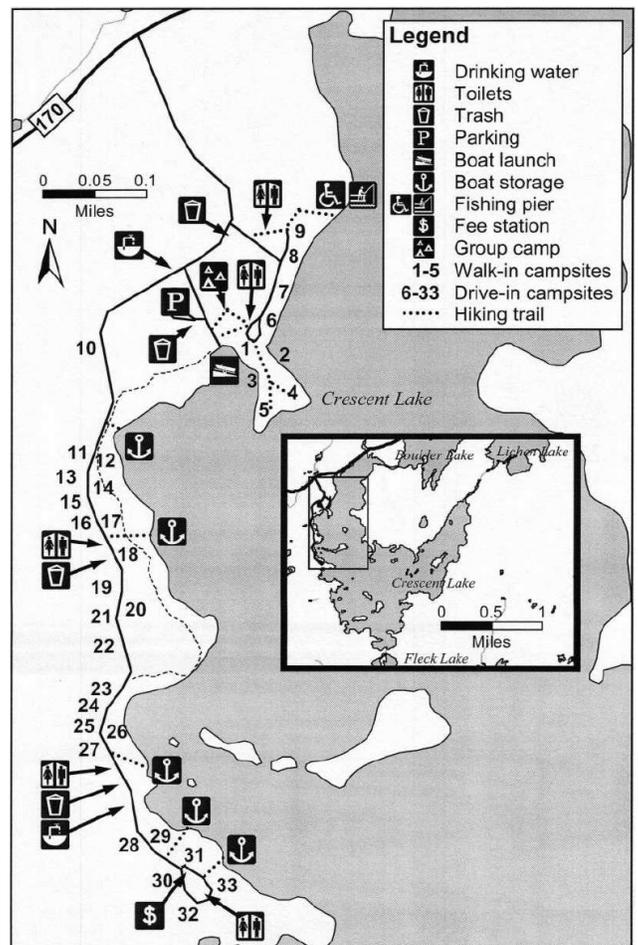
# Crescent Lake Campground

Superior National Forest    Tofte Ranger District    Tofte, MN

**Campground Location Map**



**Campground Layout Map**



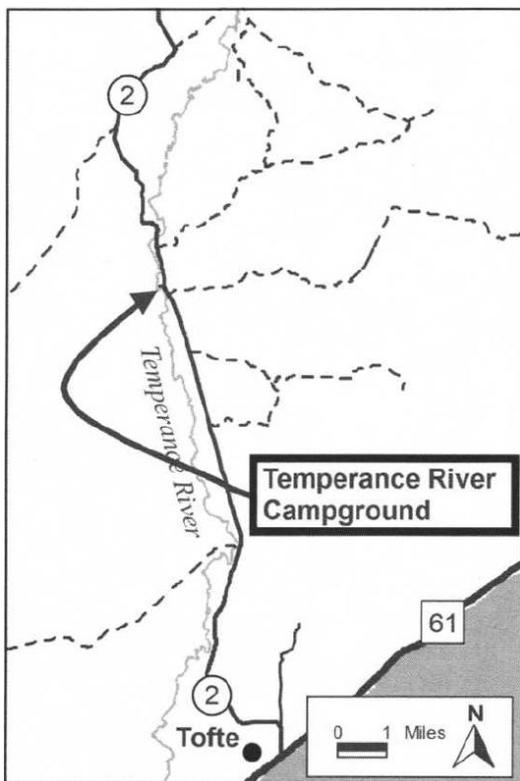
# Temperance River Campground

Superior National Forest

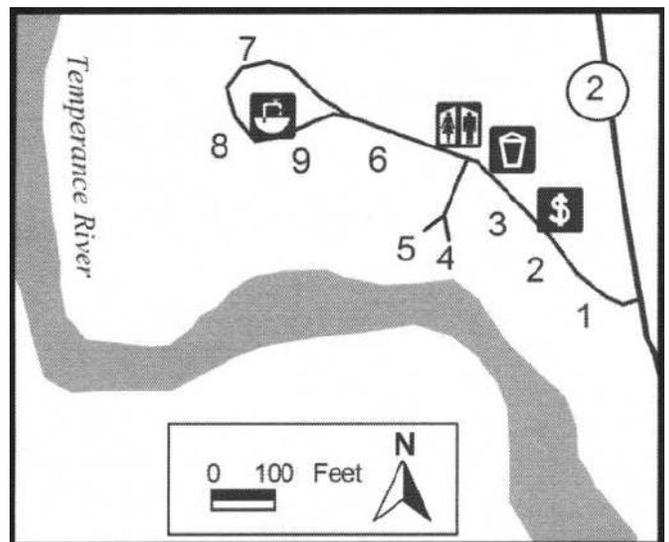
Tofte Ranger District

Tofte, MN

**Campground Location Map**



**Campground Layout Map**



**Legend**

- Fee station
- Trash
- Drinking water
- Toilets
- 1-9 Campsites

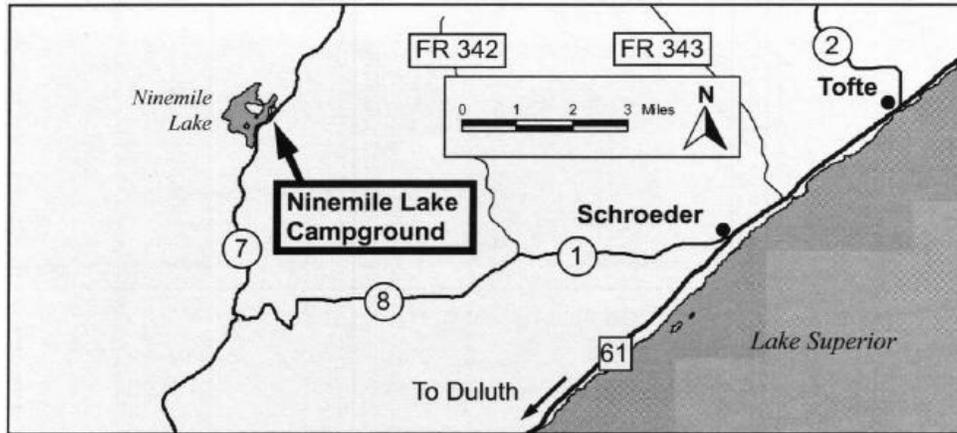
# Ninemile Lake Campground

*Superior National Forest*

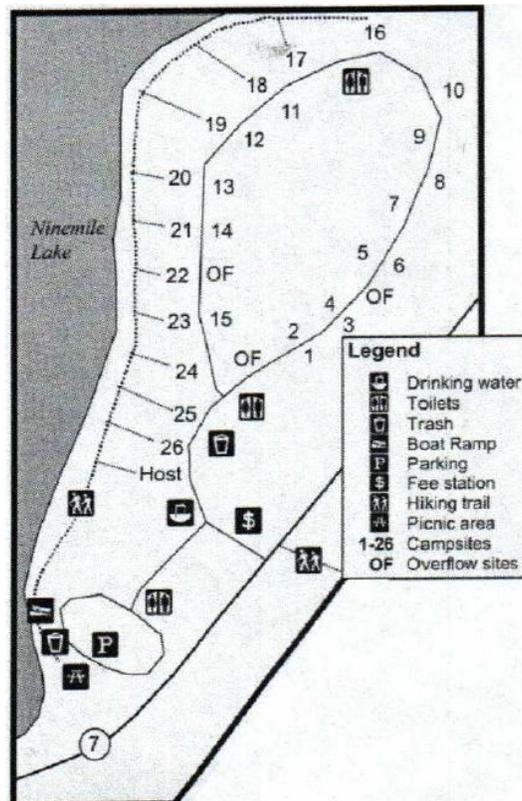
*Tofte Ranger District*

*Tofte, MN*

## Campground Location Map



## Campground Layout Map



**Appendix 3 – Inventory of Government Property**  
 2013 Tofte Campground Prospectus

<b>Facilities</b>	<b>Units</b>	<b>Sawbill</b>	<b>Crescent</b>	<b>Temperance</b>	<b>Ninemile</b>
Campsites/Picnic, All	Ea	52	33	9	26
Campsites, Reservable	Ea	32	20	---	---
Campsites, First Come First Serve	Ea	20	13	9	26
Campsites, Group	Ea	---	1	---	---
Parking Spurs	Ea	52	33	9	26
Fire rings/grills/grates	Ea	52	33	9	26
Picnic Tables	Ea	52	34	9	26
Picnic Pavilions	Ea	---	---	---	1
Dumpsters	Ea	5	2	1	1
Water, Solar Pump System	Ea	2	1	1	1
Water, Hand Pump System	Ea	1	---	---	---
Recycle Station	Ea	1	2	1	---*
Vault Toilets	Ea	10	5	1	5
Site Posts	Ea	52	33	9	26
Entry and Pay Station	Ea	1	1		1
Barrier Free Fishing Pier	Ea	1	1	---	---
Boat Landing and Parking	Ea	---	1	---	1
Canoe Launch and Parking	Ea	1	---	---	---
Lantern Holders		---	---	---	23

\*The installation of a recycle station is anticipated for Ninemile Campground.

## **Appendix 4 – Applicable Forest Orders**

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#### **Regulations and Forest Orders that Apply to Developed Recreation Sites**

Most of the Forest Service regulations affecting developed recreation sites are found in 36 CFR Part 261, Prohibitions. Subpart A includes general prohibitions in effect on all National Forest System Lands. Some of the most relevant Subpart A General Prohibitions are included in this Appendix. A complete set of the 36 CFR 261 regulations is available upon request.

36 CFR 261 Subpart B provides authority for Forest Orders. Some of the most relevant Subpart B Forest Orders applicable to the Superior National Forest developed recreation sites are included here, following the Subpart A regulations. Forest Orders may be added at any time, it is advisable to periodically check for additions to Forest Orders.

#### **Subpart A – General Prohibitions**

##### **§261.1 Scope.**

(a) The prohibitions in this part apply, except as otherwise provided, when:

- (1) An act or omission occurs in the National Forest System or on the National Forest System road or trail.
- (2) An act or omission affects, threatens, or endangers property of the United States administered by the Forest Service.
- (3) An act or omission affects, threatens, or endangers a person using, or engaged in the protection, improvement or administration of the National Forest System road or trail.
- (4) An act or omission occurs within the designated boundaries of a component of the National Wild and Scenic Rivers System.

(b) Nothing in this part shall preclude activities as authorized by the Wilderness Act of 1964 or the U.S. Mining Laws Act of 1872 as amended.

[42 FR 35958, July 13, 1977, as amended at 43 FR 32136, July 25, 1978; 46 FR 33519, June 30, 1981; 66 FR 3218, Jan. 12, 2001]

##### **§261.1a Special use authorizations, contracts and operating plans.**

The Chief, each Regional Forester, each Forest Supervisor, and each District Ranger or equivalent officer may issue special-use authorizations, award contracts, or approve operating plans authorizing the occupancy or use of a road, trail, area, river, lake, or other part of the National Forest System in accordance with authority which is delegated elsewhere in this chapter or in the Forest Service Manual. These Forest Officers may permit in the authorizing document or approved plan an act or omission that would otherwise be a violation of a subpart A or subpart C regulation or a subpart B order. In authorizing such uses, the Forest Officer may place such conditions on the authorization as that officer considers necessary for the protection or administration of the National Forest System, or for the promotion of public health, safety, or welfare.

[49 FR 25450, June 21, 1984]

##### **§261.1b Penalty.**

Any violation of the prohibitions of this part (261) shall be punished by a fine of not more than \$500 or imprisonment for not more than six months or both pursuant to title 16 U.S.C., section 551, unless otherwise provided.

[46 FR 33519, June 30, 1981]

##### **§261.1 Definitions**

The following definitions apply to this part:

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*Administrative unit.* A National Forest, a National Grassland, a purchase unit, a land utilization project, Columbia River Gorge National Scenic Area, Land Between the Lakes, Lake Tahoe Basin Management Unit, Midewin National Tallgrass Prairie, or other comparable unit of the National Forest System.

*Archaeological resource* means any material remains of prehistoric or historic human life or activities which are of archaeological interest and are at least 50 years of age, and the physical site, location, or context in which they are found.

*Area.* A discrete, specifically delineated space that is smaller, and in most cases much smaller, than a Ranger District.

*Campfire* means a fire, not within any building, mobile home or living accommodation mounted on a motor vehicle, which is used for cooking, personal warmth, lighting, ceremonial, or esthetic purposes. *Fire* includes campfire.

*Camping* means the temporary use of National Forest System lands for the purpose of overnight occupancy without a permanently-fixed structure.

*Camping equipment* means the personal property used in or suitable for camping, and includes any vehicle used for transportation and all equipment in possession of a person camping. Food and beverage are not considered camping equipment.

*Cave* means any naturally occurring void, cavity, recess, or system of interconnected passages beneath the surface of the earth or within a cliff or ledge and which is large enough to permit a person to enter, whether the entrance is excavated or naturally formed. Such term shall include any natural pit, sinkhole, or other opening which is an extensive of a cave entrance or which is an integral part of the cave.

*Cave resources* mean any materials or substances occurring in caves including, but not limited to, biotic, cultural, mineralogic, paleontologic, geologic, and hydrologic resources.

*Commercial use or activity*— any use or activity on National Forest System lands (a) where an entry or participation fee is charged, or (b) where the primary purpose is the sale of a good or service, and in either case, regardless of whether the use or activity is intended to produce a profit.

*Damaging* means to injure, mutilate, deface, destroy, cut, chop, girdle, dig, excavate, kill or in any way harm or disturb.

*Developed recreation site* means an area which has been improved or developed for recreation.

*Distribution of printed material*— disseminating, posting, affixing, or erecting printed material as defined in this section.

*Forest officer* means an employee of the Forest Service.

*Forest road or trail.* A road or trail wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources.

*Historical resource* means any structural, architectural, archaeological, artifactual or other material remains of past human life or activities which are of historical interest and are at least 50 years of age, and the physical site, location, or context in which they are found.

*Motorized equipment* means any machine activated by a nonliving power source except small battery-powered handcarried devices such as flashlights, shavers, Geiger counters, and cameras.

*Motor vehicle* means any vehicle which is self-propelled, other than:

- (1) A vehicle operated on rails; and
- (2) Any wheelchair or mobility device, including one that is battery-powered, that is designed solely for use by a mobility-impaired person for locomotion and that is suitable for use in an indoor pedestrian area.

*National Forest System* includes all national forest lands and waters reserved or withdrawn from the public domain of the United States, national forest lands and waters acquired through purchase, exchange, donation, or other means, national grasslands and land utilization projects and waters administered under title III of the Bankhead-Jones Farm Tenant Act (50 Stat. 525, 7 U.S.C. 1010–1012), and other lands, waters, or interests therein acquired under the Wild and Scenic River Act (16 U.S.C. 1271–1287) or National Trails System Act (16 U.S.C. 1241–1249).

*National Forest System road.* A forest road other than a road which has been authorized by a legally documented right-of-way held by a State, county, or other local public road authority.

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*National Forest System trail.* A forest trail other than a trail which has been authorized by a legally documented right-of-way held by a State, county, or other local public road authority.

*Operating plan* means a plan of operations as provided for in 36 CFR part 228, subpart A, and a surface use plan of operations as provided for in 36 CFR part 228, subpart E.

*Paleontological resource* means any evidence of fossilized remains of multicellular invertebrate and vertebrate animals and multicellular plants, including imprints thereof. Organic remains primarily collected for use as fuel such as coal and oil are Paleontological Resources, but are excluded from the prohibitions under the rule.

*Person* means natural person, corporation, company, partnership, trust, firm, or association of persons.

*Permission* means oral authorization by a forest officer.

*Permit* means authorization in writing by a forest officer.

*Prehistoric resource* means any structural, architectural, archaeological, artifactual or other material remains of past human life or activity generally prior to the advent of written records and of anthropological interest, and the physical site, location, or context in which they are found.

*Primitive areas* are those areas within the National Forest System classified as *Primitive* on the effective date of the Wilderness Act, September 3, 1964.

*Printed material*—any written and/or graphic material including but not limited to pamphlets, brochures, photographs, graphics, signs, and posters.

*Publicly nude* means nude in any place where a person may be observed by another person. Any person is nude if the person has failed to cover the rectal area, pubic area or genitals. A female person is also nude if she has failed to cover both breasts below a point immediately above the top of the areola. Each such covering must be fully opaque. No person under the age of 10 years shall be considered publicly nude.

*Recreation fee* means a standard amenity recreation fee, an expanded amenity recreation fee, or a special recreation permit fee as defined in section 802(8) of the Federal Lands Recreation Enhancement Act (16 U.S.C. 6801(8)).

*Special-use authorization* means a permit, term permit, lease or easement which allows occupancy, or use rights or privileges of National Forest System land.

*State* means any State, the Commonwealth of Puerto Rico, and the District of Columbia.

*State law* means the law of any State in whose exterior boundaries an act or omission occurs regardless of whether State law is otherwise applicable.

*Stove fire* means a campfire built inside an enclosed stove or grill, a portable brazier, or a pressurized liquid or gas stove, including a space-heating device.

*Vehicle* means any device in, upon, or by which any person or property is or may be transported, including any frame, chassis, or body of any motor vehicle, except devices used exclusively upon stationary rails or tracks.

*Volunteer or hosted enrollee* means any person, not a Forest Service employee, officially participating in a Forest Service human resource program as authorized by an act of Congress and identified to accomplish one or more of the following objectives: provide skills training; education; useful work; develop understanding of ecological systems and conservation of natural resources; build cultural and communication bridges between various socioeconomic groups; and further the administration, development, and management of National Forest resources, forest research, and State and Private Forest activities.

[42 FR 2957, Jan. 14, 1977, as amended at 42 FR 35959, July 13, 1977; 46 FR 33519, June 30, 1981; 47 FR 29230, July 6, 1982; 49 FR 25450, June 24, 1984; 51 FR 1250, Jan. 10, 1986; 55 FR 10452, Mar. 21, 1990; 59 FR 31152, June 17, 1994; 60 FR 45295, Aug. 30, 1995; 66 FR 3218, Jan. 12, 2001; 69 FR 41965, July 13, 2004; 70 FR 68290, Nov. 9, 2005; 70 FR 70498, Nov. 22, 2005]

#### **§261.3 Interfering with a Forest officer, volunteer, or human resource program enrollee or giving false report to a Forest officer.**

The following are prohibited:

- (a) Threatening, resisting, intimidating, or interfering with any forest officer engaged in or on account of the performance of his official duties in the protection, improvement, or administration of the National Forest System is prohibited.

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(b) Giving any false, fictitious or fraudulent report or other information to any Forest Officer engaged in or on account of the performance of his official duties knowing that such report or other information contains false, fictitious or fraudulent statement or entry.

(c) Threatening, intimidating, or intentionally interfering with any Forest officer, volunteer, or human resource program enrollee while engaged in, or on account of, the performance of duties for the protection, improvement, or administration of the National Forest System or other duties assigned by the Forest Service.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981; 49 FR 25450, June 21, 1984]

#### **§261.4 Disorderly conduct.**

The following are prohibited:

(a) Engaging in fighting.

(b) Addressing any offensive, derisive, or annoying communication to any other person who is lawfully present when such communication has a direct tendency to cause acts of violence by the person to whom, individually, the remark is addressed.

(c) Make statements or other actions directed toward inciting or producing imminent lawless action and likely to incite or produce such action.

(d) Causing public inconvenience, annoyance, or alarm by making unreasonably loud noise.

[46 FR 33520, June 30, 1981]

#### **§261.5 Fire.**

The following are prohibited:

(a) Carelessly or negligently throwing or placing any ignited substance or other substance that may cause a fire.

(b) Firing any tracer bullet or incendiary ammunition.

(c) Causing timber, trees, slash, brush or grass to burn except as authorized by permit. (d) Leaving a fire without completely extinguishing it.

(e) Allowing a fire to escape from control.

(f) Building, attending, maintaining, or using a campfire without removing all flammable material from around the campfire adequate to prevent its escape.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981]

#### **§261.6 Timber and other forest products.**

The following are prohibited:

(a) Cutting or otherwise damaging any timber, tree, or other forest product, except as authorized by a special-use authorization, timber sale contract, or Federal law or regulation.

(b) Cutting any standing tree, under permit or timber sale contract, before a Forest Officer has marked it or has otherwise designated it for cutting.

(c) Removing any timber or other forest product cut under permit or timber sale contract, except to a place designated for scaling, or removing it from that place before it is scaled, measured, counted, or otherwise accounted for by a forest officer.

(d) Stamping, marking with paint, or otherwise identifying any tree or other forest product in a manner similar to that employed by forest officers to mark or designate a tree or any other forest product for cutting or removal.

(e) Loading, removing or hauling timber or other forest product acquired under any permit or timber sale contract unless such product is identified as required in such permit or contract.

(f) Selling or exchanging any timber or other forest product obtained under free use pursuant to §§223.5 through 223.11.

(g) Violating any timber export or substitution restriction in §§223.160 through 223.164.

(h) Removing any timber, tree or other forest product, except as authorized by a special-use authorization, timber sale contract, or Federal law or regulation.

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(i) Violating the Forest Resources Conservation and Shortage Relief Act of 1990 (16 U.S.C. 620, *et seq.*), or its implementing regulations at 36 CFR 223.185–223.203.

[42 FR 2957, Jan. 14, 1977; 42 FR 24739, May 16, 1977, as amended at 49 FR 25450, June 21, 1984; 51 FR 1250, Jan. 10, 1986; 60 FR 46934, Sept. 8, 1995]

#### §261.8 Fish and wildlife.

The following are prohibited to the extent Federal or State law is violated:

- (a) Hunting, trapping, fishing, catching, molesting, killing or having in possession any kind of wild animal, bird, or fish, or taking the eggs of any such bird.
- (b) Possessing a firearm or other implement designed to discharge a missile capable of destroying animal life.
- (c) Possessing equipment which could be used for hunting, fishing, or trapping.
- (d) Possessing a dog not on a leash or otherwise confined.
- (e) Curtail the free movement of any animal or plant life into or out of a cave, except as authorized to protect a cave resource.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981; 59 FR 31152, June 17, 1994]

#### §261.9 Property.

The following are prohibited:

- (a) Damaging any natural feature or other property of the United States.
- (b) Removing any natural feature or other property of the United States.
- (c) Damaging any plant that is classified as a threatened, endangered, sensitive, rare, or unique species.
- (d) Removing any plant that is classified as a threatened, endangered, sensitive, rare, or unique species.
- (e) Entering any building, structure, or enclosed area owned or controlled by the United States when such building, structure, or enclosed area is not open to the public.
- (f) Using any pesticide except for personal use as an insect repellent or as provided by special-use authorization for other minor uses.
- (g) Digging in, excavating, disturbing, injuring, destroying, or in any way damaging any prehistoric, historic, or archaeological resource, structure, site, artifact, or property.
- (h) Removing any prehistoric, historic, or archaeological resource, structure, site, artifact, property.
- (i) Excavating, damaging, or removing any vertebrate fossil or removing any paleontological resource for commercial purposes without a special use authorization.
- (j) Excavating, damaging, or removing any cave resource from a cave without a special use authorization, or removing any cave resource for commercial purposes.

[46 FR 33520, June 30, 1981, as amended at 49 FR 25450, June 21, 1984; 51 FR 30356, Aug. 26, 1986; 59 FR 31152, June 17, 1994]

#### §261.10 Occupancy and use.

The following are prohibited:

- (a) Constructing, placing, or maintaining any kind of road, trail, structure, fence, enclosure, communications equipment, or other improvement on National Forest System lands or facilities without a special use authorization, contract, or approved operating plan, unless such authorization, contract, or operating plan is waived pursuant to §251.50(e) of this chapter.
- (b) Taking possession of, occupying, or otherwise using National Forest System lands for residential purposes without a special-use authorization, or as otherwise authorized by Federal law or regulation.
- (c) Selling or offering for sale any merchandise or conducting any kind of work activity or service unless authorized by Federal law, regulation, or special-use authorization.
- (d) Discharging a firearm or any other implement capable of taking human life, causing injury, or damaging property as follows:

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- (1) In or within 150 yards of a residence, building, campsite, developed recreation site or occupied area, or
- (2) Across or on a National Forest System road or a body of water adjacent thereto, or in any manner place whereby any person or property is exposed to injury or damage as a result in such discharge.
- (3) Into or within any cave.
- (e) Abandoning any personal property.
- (f) Placing a vehicle or other object in such a manner that it is an impediment or hazard to the safety or convenience of any person.
- (g) Commercial distribution of printed material without a special use authorization.
- (h) When commercially distributing printed material, delaying, halting, or preventing administrative use of an area by the Forest Service or other scheduled or existing uses or activities on National Forest System lands; misrepresenting the purposes or affiliations of those selling or distributing the material; or misrepresenting the availability of the material without cost.
- (i) Operating or using in or near a campsite, developed recreation site, or over an adjacent body of water without a permit, any device which produces noise, such as a radio, television, musical instrument, motor or engine in such a manner and at such a time so as to unreasonably disturb any person.
- (j) Operating or using a public address system, whether fixed, portable or vehicle mounted, in or near a campsite or developed recreation site or over an adjacent body of water without a special-use authorization.
- (k) Use or occupancy of National Forest System land or facilities without special-use authorization when such authorization is required.
- (l) Violating any term or condition of a special-use authorization, contract or approved operating plan.
- (m) Failing to stop a vehicle when directed to do so by a Forest Officer.
- (n) Failing to pay any special use fee or other charges as required.
- (o) Discharging or igniting a firecracker, rocket or other firework, or explosive into or within any cave.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981; 49 FR 25450, June 21, 1984; 53 FR 16550, May 10, 1988; 59 FR 31152, June 17, 1994; 60 FR 45295, Aug. 30, 1995; 66 FR 3218, Jan. 12, 2001; 69 FR 41965, July 13, 2004]

#### **§261.11 Sanitation.**

The following are prohibited:

- (a) Depositing in any toilet, toilet vault, or plumbing fixture any substance which could damage or interfere with the operation or maintenance of the fixture.
- (b) Possessing or leaving refuse, debris, or litter in an exposed or unsanitary condition.
- (c) Placing in or near a stream, lake, or other water any substance which does or may pollute a stream, lake, or other water.
- (d) Failing to dispose of all garbage, including any paper, can, bottle, sewage, waste water or material, or rubbish either by removal from the site or area, or by depositing it into receptacles or at places provided for such purposes.
- (e) Dumping of any refuse, debris, trash or litter brought as such from private property or from land occupied under permit, except, where a container, dump or similar facility has been provided and is identified as such, to receive trash generated from private lands or lands occupied under permit.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981]

#### **§261.13 Motor vehicle use.**

After National Forest System roads, National Forest System trails, and areas on National Forest System lands have been designated pursuant to 36 CFR 212.51 on an administrative unit or a Ranger District of the National Forest System, and these designations have been identified on a motor vehicle use map, it is

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### 2013 Tofte Campground Prospectus

prohibited to possess or operate a motor vehicle on National Forest System lands in that administrative unit or Ranger District other than in accordance with those designations, provided that the following vehicles and uses are exempted from this prohibition:

- (a) Aircraft;
- (b) Watercraft;
- (c) Over-snow vehicles;
- (d) Limited administrative use by the Forest Service;
- (e) Use of any fire, military, emergency, or law enforcement vehicle for emergency purposes;
- (f) Authorized use of any combat or combat support vehicle for national defense purposes;
- (g) Law enforcement response to violations of law, including pursuits;
- (h) Motor vehicle use that is specifically authorized under a written authorization issued under Federal law or regulations; and
- (i) Use of a road or trail that is authorized by a legally documented right-of-way held by a State, county, or other local public road authority.

[70 FR 68291, Nov. 9, 2005]

#### **§261.15 Use of vehicles off roads.**

It is prohibited to operate any vehicle off National Forest System, State or County roads:

- (a) Without a valid licenses as required by State law.
- (b) Without an operable braking system.
- (c) From one-half hour after sunset to one-half hour before sunrise unless equipped with working head and tail lights.
- (d) In violation of any applicable noise emission standard established by any Federal or State agency.
- (e) While under the influence of alcohol and other drug;
- (f) Creating excessive or unusual smoke;
- (g) Carelessly, recklessly, or without regard for the safety of any person, or in a manner that endangers, or is likely to endanger, any person or property.
- (h) In a manner which damages or unreasonably disturbs the land, wildlife, or vegetative resources.
- (i) In violation of State law established for vehicles used off roads.

[42 FR 2957, Jan. 14, 1977, as amended at 42 FR 35959, July 13, 1977; 66 FR 3218, Jan. 12, 2001, Redesignated at 70 FR 68291, Nov. 9, 2006]

#### **§261.16 Developed recreation sites.**

The following are prohibited:

- (a) Occupying any portion of the site for other than recreation purposes.
- (b) Building, attending, maintaining, or using a fire outside of a fire ring provided by the Forest Service for such purpose or outside of a stove, grill or fireplace.
- (c) Cleaning or washing any personal property, fish, animal, or food, or bathing or washing at a hydrant or water faucet not provided for that purpose.
- (d) Discharging or igniting a firecracker, rocket or other firework, or explosive.
- (e) Occupying between 10 p.m. and 6 a.m. a place designated for day use only.
- (f) Failing to remove all camping equipment or personal property when vacating the area or site.
- (g) Placing, maintaining, or using camping equipment except in a place specifically designated or provided for such equipment.
- (h) Without permission, failing to have at least one person occupy a camping area during the first night after camping equipment has been set up.
- (i) Leaving camping equipment unattended for more than 24 hours without permission.
- (j) Bringing in or possessing an animal, other than a seeing eye dog, unless it is crated, caged, or upon a leash not longer than six feet, or otherwise under physical restrictive control.
- (k) Bringing in or possessing in a swimming area an animal, other than a seeing eye dog.

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- (l) Bringing in or possessing a saddle, pack, or draft animal except as authorized by posted instructions.
- (m) Operating or parking a motor vehicle or trailer except in places developed or designated for this purpose.
- (o) Operating a motorbike, motorcycle, or other motor vehicle for any purpose other than entering or leaving the site.
- (p) Depositing anybody waste except into receptacles provided for that purpose.

[42 FR 2957, Jan. 14, 1977, as amended at 46 FR 33520, June 30, 1981; 49 FR 25450, June 21, 1984; 60 FR 45295, Aug. 30, 1995. Redesignated at 70 FR 68291, Nov. 9, 2005]

#### **§261.17 Recreation fees.**

Failure to pay any recreation fee is prohibited. Notwithstanding 18 U.S.C. 3571(e), the fine imposed for the first offense of nonpayment shall not exceed \$100.

[70 FR 70498, Nov. 22, 2005]

## **Subpart B – Prohibitions in Areas Designated by Order**

#### **§ 261.50 Orders.**

(a) The Chief, each Regional Forester, each Experiment Station Director, the Administrator of the Lake Tahoe Basin Management Unit and each Forest Supervisor may issue orders which close or restrict the use of described areas within the area over which he has jurisdiction. An order may close an area to entry or may restrict the use of an area by applying any or all of the prohibitions authorized in this subpart or any portion thereof.

**ORDER OF THE FOREST SUPERVISOR  
OCCUPANCY AND USE RESTRICTIONS FOR THE  
SUPERIOR NATIONAL FOREST**

Under authority of the Act of Congress of June 4, 1897, 16 USC 551, and pursuant to the Secretary of Agriculture's Regulations set forth at 36 CFR 261.50(a) and 261.50(b), effective September 14, 2004, the following acts or omissions are prohibited on National Forest System lands, roads, and trails in St. Louis, Lake, and Cook Counties, Minnesota, on the Superior National Forest:

**FIRE**

1. Possessing, discharging, or using any kind of firework or other pyrotechnic device. 36 CFR 261.52(f)
2. Operating or using an internal or external combustion engine without a spark arresting device properly installed, maintained, and in effective working order meeting either (1) Department of Agriculture, Forest Service Standard 5100-1a; or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a). 36 CFR 261.52(j)
3. Violating any State law concerning burning, fires or which is for the purpose of preventing, or restricting the spread of fires. 36 CFR 261.52(k)

**NATIONAL FOREST SYSTEM ROADS AND TRAILS**

4. Operating any type of motor vehicle on Forest System roads that has been signed to temporarily prohibit such use. 36 CFR 261.54(d)
5. Using a road for commercial hauling without a permit or other written authorization. 36 CFR 261.54(c)
6. Operating a vehicle in violation of the posted speed, load, weight, height, length, width, or in violation of State law. 36 CFR 261.54(d)
7. Operating a vehicle carelessly, recklessly, or without regard for the rights or safety of other persons or in a manner or at a speed that would endanger or be likely to endanger any person or property. 36 CFR 261.54(f)
8. Possessing an open beverage container that is defined as an alcoholic beverage by Minnesota State law (MS 169A.35), while operating a motor vehicle on or off Forest System roads. 36 CFR 261.58(bb)
9. Use of any type of traffic or mode of transport on a trail that has been signed to prohibit such use. 36 CFR 261.55(c)
10. Operating a vehicle on a trail in violation of posted width, weight, height, length, or in violation of State law. 36 CFR 261.55(d)

**ORDER OF THE FOREST SUPERVISOR  
OCCUPANY AND USE RESTRICTIONS FOR THE  
SUPERIOR NATIONAL FOREST**

**OCCUPANY AND USE**

11. Camping within a developed recreation site for a period longer than 14 days, except as otherwise posted. 36 CFR 261.58(a)
12. Camping for a period longer than 14 consecutive days at a single location or longer than 30 consecutive days anywhere on National Forest lands. 36 CFR 261.58(a)
13. Entering or using a developed recreation site or portion thereof when that site or facility is posted closed. 36 CFR 261.58(b)
14. Entering or remaining in a campground between 10 p.m. and 6 a.m., except those persons who are occupying such campgrounds. 36 CFR 261.58(c)
15. Using a developed campsite by more than nine (9) users unless otherwise posted. 36 CFR 261.58(f)
16. Parking or leaving a vehicle in violation of posted instructions. 36 CFR 261.58(g)
17. Parking or leaving a vehicle outside a parking space assigned to one's own camp unit within a developed recreation site. 36 CFR 261.58(h)
18. Possessing, parking, or leaving more than two (2) vehicles except motorcycles or bicycles, per camp unit in a developed recreation site, except for designated overflow parking areas. 36 CFR 261.58(i)
19. Being publicly nude in a developed recreation site. 36 CFR 261.58(j)
20. Possessing or operating a motorboat or watercraft in violation of State law. 36 CFR 261.58(n)
21. Storing or leaving a boat, canoe or watercraft, not used in conjunction with a current visit on National Forest System lands. 36 CFR 261.58(p)
22. Riding, hitching, tethering or hobbling a horse or other saddle or pack animal in violation of posted instructions. 36 CFR 261.58(aa)
23. Possessing a beverage that is defined as an alcoholic beverage by Minnesota State law, by person(s) under the age of 21. 36 CFR 261.58(bb)

**ORDER OF THE FOREST SUPERVISOR  
OCCUPANCY AND USE RESTRICTIONS FOR THE  
SUPERIOR NATIONAL FOREST**

**PROHIBITED CAMPING AREAS**

24. Camping is prohibited at the areas listed below. 36 CFR 261.58(e):

- a. Mayhew Lake, Gunflint Ranger District; T65N, R2W, Section 34, NW ¼
- b. Big Lake Camping Site, Kawishiwi Ranger District; T65N, R13W, Section 27, NW ¼
- c. North Arm Burntside Lake, Kawishiwi Ranger District; T65N, R13, Section 27, NW ¼
- d. Eight Pool Temperance River, Tofte Ranger District; T59N, R4W, Section 30, SE ¼
- e. Elephant Lake, Kawishiwi Ranger District; T66N, R19W, Section 23, Lot 5, and Lot 8.
- f. Jeanette Lake well site, LaCroix Ranger District; T65N, R15W, Section 7, Lot 7
- g. Astrid Lake Portage, LaCroix Ranger District; T65N, R16W, Section 13, Lot 10

**THESE RESTRICTIONS ARE IN ADDITION TO THE GENERAL PROHIBITIONS FOUND AT 36 CFR PART 261, SUBPART A, AND WILL REMAIN IN EFFECT FROM THE DATE OF THIS ORDER UNTIL TERMINATED OR RESCINDED BY THE FOREST SUPERVISOR.**

**THIS ORDER SUPERCEDES AND RESCINDS FOREST ORDER NO. R909-04-02, SIGNED APRIL 19, 2004.**

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

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

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

**Appendix 5 – Sample Use Report**  
 2013 Tofte Campground Prospectus

**Superior National Forest**

**Actual Use Report**

Campground: \_\_\_\_\_ Month/Year: \_\_\_\_\_

Date	Availability	Site Occupation (daily entry)					Totals	Notes on Sites Not Available (site damage, maintenance, etc.)
	Sites Available	Reservation	Full Fee On Site	Golden Age	Tribal Use	Extra Vehicle	Occupied Sites	
1	60	4	0	0	1	0	5	
2	60	0	1	0	1	0	2	
3	59	2	0	1	1	1	4	downed tree
4	60	1	0	0	2	0	3	
5	60	0	0	0	1	0	1	
6	59	6	0	0	0	1	6	site damage
7	60	0	1	2	0	0	3	
8								
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26								

**Appendix 5 – Sample Use Report**  
 2013 Tofte Campground Prospectus

Date	Availability	Site Occupation (daily entry)					Totals	Notes on Sites Not Available (site damage, maintenance, etc.)
	Sites Available	Reservation	Full Fee On Site	Golden Age	Tribal Use	Extra Vehicle	Occupied Sites	
27								
28								
29								
30								
31								
<b>Total</b>	<b>418</b>	<b>13</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>2</b>	<b>24</b>	
<b>Charge Per Night</b>		<b>\$10.00</b>	<b>\$10.00</b>	<b>\$5.00</b>	<b>No cost</b>	<b>\$10.00</b>		<b>Total Revenue for Month \$180.00</b>
<b>Calculated Totals</b>		<b>\$130.00</b>	<b>\$20.00</b>	<b>\$15.00</b>	<b>None</b>	<b>\$20.00</b>		
<b>Total Revenue for Other Goods and Services</b>		<b>\$27.00</b>						

**Appendix 6 – Sample Customer Service Comment Card**

2013 Tofte Campground Prospectus

Side one of user comment form:

We want your experience on the Superior National Forest to be a positive one. Please help us by completing this short comment form. Thank you!

Area \_\_\_\_\_ Have you been here before?      Y      N

Date of visit: \_\_\_\_\_ Residence: State/Country \_\_\_\_\_

Please check all activities you have participated in during your trip:

- |   |  |
|---|--|
| <input type="checkbox"/> Camping          | <input type="checkbox"/> Swimming                    |
| <input type="checkbox"/> Hunting          | <input type="checkbox"/> Boating (non-motorized)     |
| <input type="checkbox"/> Backpacking      | <input type="checkbox"/> Boating (motorized)         |
| <input type="checkbox"/> Fishing          | <input type="checkbox"/> Wildlife/Nature Observation |
| <input type="checkbox"/> Picnicking       | <input type="checkbox"/> Motorcycle/ATV/4x4 Touring  |
| <input type="checkbox"/> Mountain Biking  | <input type="checkbox"/> Visiting Historical Sites   |
| <input type="checkbox"/> Family Gathering | <input type="checkbox"/> Viewing fall colors         |
| <input type="checkbox"/> Day Hike         | <input type="checkbox"/> Other: _____                |

FOLD HERE

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Mailing Address Here

(The text on the back of this postcard is on the next page )

**Appendix 6 – Sample Customer Service Comment Card**

2013 Tofte Campground Prospectus

Please grade your visit in the Superior National Forest, Tofte Ranger District Campgrounds :

	<b>Excellent</b>		<b>Satisfactory</b>		<b>Poor</b>
	A	B	C	D	E
1. How was the overall cleanliness of the area (litter, campgrounds, toilets, etc.)?					
2. How safe and unthreatened did you feel in the area (adequate law enforcement, ranger contacts)?	A	B	C	D	E
3. Were campground personnel accessible if needed?	A	B	C	D	E
4. Was information provided and were your questions handled to your satisfaction?	A	B	C	D	E
5. Were personnel courteous and helpful?	A	B	C	D	E
6. Are the facilities functional, safe, and well maintained?	A	B	C	D	E

**Comments** (Please use this section to tell us anything you think we should know, i.e., do you have any comments on how we could improve your recreation experience, or is there something in particular you enjoyed about your visit here?):

Name \_\_\_\_\_ Phone \_\_\_\_\_

We will gladly respond to your questions or comments!

## Performance Evaluation Concession Campgrounds

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

Permit Number: \_\_\_\_\_ Holder: \_\_\_\_\_  
 Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

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

Performance Element	Above Standard	Meets Standard	Below Standard
<b>A. PERMIT TERMS</b>			
<b>1. Insurance requirements met</b>			
<b>2. Payments timely</b>			
3. Use reports accurate and timely			
<b>4. Title VI requirements met</b>			
5. Other permit terms met (specify below)			
<b>Communications with Forest Service</b>			
Interpretive Programs			
Miscellaneous Sales			
<b>B. OPERATIONS &amp; MAINTENANCE PLAN</b>			
<b>1. O&amp;M Plan complete and properly submitted</b>			
2. G/T off-set plan submitted in a timely manner			
<b>3. G/T off-set projects completed to standard</b>			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			
<b>C. CUSTOMER SERVICE – This evaluation criteria is related to MM standards</b>			
<b>1. All personnel demonstrate good customer service practices</b>			
<b>2. Visitor complaints are dealt with appropriately</b>			
<b>3. Fees &amp; services provided as represented</b>			
4. Visitors informed about FS regs and with a manner of communication to attain compliance			
5. NRRS is properly managed and implemented			
<b>D. Meaningful Measures</b>			
Health and Cleanliness			
<b>1. Humans free from exposure to human waste</b>			
<b>2. Water systems and sewage treatment or holding systems meet all state &amp; FS standards</b>			

**Appendix 7 – Standard Performance Evaluation Form**  
 2013 Tofte Campground Prospectus

	Above Standard	Meets Standard	Below Standard
3. Garbage does not exceed container capacities			
4. Garbage containers are animal resistant and are operated correctly			
5. Sites are free of litter and animal refuse			
6. Graffiti is removed within 48 hours of discovery			
7. Toilets & garbage locations are free of objectionable odors			
8. “Pack In/Out” message is posted where used, and accumulated trash is removed within 24 hours of discovery			
9. All other facilities are kept clean			
<b>10. Herbicide and pesticide use follows laws, regulations and operating plan requirements</b>			
<b>Setting</b>			
1. Existing vegetation management plan(s) are adhered to & vegetation loss or erosion caused by recreation use is corrected and prevented			
2. Numbers of people & vehicles is kept below site capacity			
<b>Safety and Security</b>			
<b>1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use</b>			
<b>2. High-risk conditions that develop during the season are mitigated, or the site is closed.</b>			
<b>3. Employees have dependable communications</b>			
<b>4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately</b>			
<b>5. Utility systems meet applicable state and local regulations</b>			
<b>Responsiveness</b>			
1. Information boards look fresh, professional, are uncluttered and contain appropriate information.			
<b>Condition of Facilities</b>			
<b>1. All restrooms are maintained in good repair</b>			
2. All structures and facilities meet the INFRA-STRUCTURE definition for good condition for holder MRRI. This includes signage.			
3. Vandalism, animal or other human caused damage is corrected or mitigated within 1 week of discovery			



## **Performance Inspection/Appraisal(s) Overall Rating System**

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

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

With receiving a rating of “Below Standard” for any Critical Element(s), the holder should be given written notice regarding which of the Critical Element(s) did not achieve the “Meets Standard”. The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample). The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

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

With receiving a rating of “Below Standard” for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the “Meets Standard”. The performance for these non-critical elements has to be improved prior to the next rating period, which will be defined by the permit administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special Use Permit (FS-2700-4h (8-20)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If the majority of the elements are rated “Above Standard” and two-thirds or more of the Critical Elements are rated “Above Standard” and no elements are “Below Standard”, then you must set the rating at “Above Standard”.

**Appendix 7 – Standard Performance Evaluation Form**

2013 Tofte Campground Prospectus

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

Signatures:

Holder or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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

## **BACKGROUND**

This paper clarifies the law enforcement responsibilities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds. The paper is based on a December 15, 1993, memorandum issued by the Office of the General Counsel (OGC) and an April 26, 1996, letter issued by Region 5 on the same subject. This paper has been reviewed and approved by OGC.

## **ROLES AND RESPONSIBILITIES**

### **Concessionaires**

In responding to violations of Federal, state, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, state, or local laws or regulations, including 36 CFR Part 261, Prohibitions on National Forest System (NFS) lands. Concessionaires should be knowledgeable of applicable Federal, state, and local laws and regulations, including 36 CFR Part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty state or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or re-quire a concessionaire to establish certain restrictions on conduct, or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated in the concessionaire's operations-and-maintenance plan, and be concessionaire may be held accountable for ensuing compliance under the terms of the special-use permit. Rules of use may not be less restrictive than Federal regulations.

Conduct that violates rules of use may also violate Federal, state, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of state law, or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

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

### **State and Local Law Enforcement Agencies**

**Appendix 8 – FSM 2342.1, Exhibit 01, Law Enforcement at Concession Campgrounds**  
2013 Tofte Campground Prospectus

Generally, state and local law enforcement agencies have authority to enforce applicable state and local laws, ordinances, and regulations on NFS lands. Under 16 U.S.C. 480, states retain their civil and criminal jurisdiction over persons on the National Forests. Thus crimes involving persons and their property are generally the primary responsibility of state and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a state or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of state or local law.

There is no authority for the Forest Service to allow state and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR Part 261. Some conduct may be prosecuted under Federal or state law because the conduct violates both. State and local law enforcement officers may enforce only state and local law, however.

Forest Service
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The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations related to administration of NFS lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special-use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations related to the administration of NFS lands within concessionaire-operated campgrounds.

Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for "a site, facility...or service furnished by the United States." The agency construes "furnished by the United States" to mean "owned and operated by the United States." Therefore the Forest Service would not cite someone for failure to pay a camping fee at a concession campground, because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR Part 261, Subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR Part 251, Subpart B, may or may not apply at concession campgrounds. A Subpart B order must clearly state the area to which it applies 36 CFR 261.50(c)(1). If the order is Forestwide, it applies to all campgrounds, including concession campgrounds within that Forest. Operating Plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. A concessionaire's rule of use may be stricter than an order, however.

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

### 2013 Tofte Campground Prospectus

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order, and may want to exempt them to place more of the responsibility for the site on the concessionaire. Rules of use, rather than the order, would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources on administering developed recreation sites. When issuing a Subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

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

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

Forest Service law enforcement personnel should cooperate with state and local agencies to the extent authorized by Forest Service policy (FSM 5360) and state and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from states, and 16 U.S.C. 553, which authorizes the Forest Service to aid in the enforcement of state laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires.

### **SUMMARY**

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

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

**Appendix 9 – Sample Operating Outline**  
2013 Tofte Campground Prospectus

COVER/SIGNATURE PAGE

Permit Holder

District Ranger (Approving Officer)

I. INTRODUCTION

a. Purpose of the Operating Plan

b. Identification of the Permit Holders and Forest Service representatives

and their responsibilities

c. Forest Service and Permit Holder responsibilities

II. HEALTH AND CLEANLINESS

a. Cleaning sites and facilities

b. Garbage and recycling

c. Sewage disposal

d. Equipment, supplies and storage

III. SETTING

a. Site limitations

b. Proposed construction plans/paint colors

c. Appearance of Host camps/storage areas

IV. SAFETY AND SECURITY

a. Hazard removal/correction plan

b. Proposed Rules of Use

c. Enforcement of Rules of Use and CFR requirements

d. Incident reporting

e. Emergency response procedures

f. Communications

g. Proposed uniforms and vehicle identification

## **Appendix 9 – Sample Operating Outline**

2013 Tofte Campground Prospectus

### **V. RESPONSIVENESS**

- a. Accessibility
- b. Public information
- c. Comment forms
- d. Personnel roster, qualifications, and public service training

### **VI. CONDITION OF FACILITIES**

- a. Annual preseason and postseason inspections
- b. Facility condition and inventory summary
- c. Proposed signs and sign maintenance plan (can be in appendix)
- d. Recreation maintenance schedule for tenant maintenance (can be in appendix)
- e. Granger-Thye maintenance and reconditioning project capability and proposals (can be in appendix)

### **VII. OPERATIONS AND ADMINISTRATION**

- a. Operating plan submittal and revisions
- b. Operating Season(s)
- c. Proposed services/products
- d. Proposed use fees and fees for special services
- e. Reporting of gross receipts, accounting procedures
- f. Forest Service access to records
- g. Payment of special use permit fees
- h. Monitoring visits
- i. Response to public comments
- j. Use data gathering, recording, and reporting procedures
- k. Reservations management plan
- l. Concessionaire employee camping and housing
- m. Camping by Forest Service volunteers, permit holders, and

contractors

#### **APPENDICES**

Permit holder guides and manuals

Proposed signs and sign maintenance plan

Recreation maintenance schedule for tenant maintenance

Granger-Thye maintenance and reconditioning projects

**Appendix 9 – Sample Operating Outline**

2013 Tofte Campground Prospectus

***OFFER OF ANNUAL RETURN TO GOVERNMENT***

In response to the invitation of the District Ranger,  
Superior National Forest, Tofte Ranger District entitled

**A Prospectus for Operation and Maintenance of Recreation Facilities, Superior National Forest, Tofte Ranger District.**

and subject to the requirements and conditions set forth therein, the undersigned offers the following annual return to government. In the event that the offered return yields a lower fee than the Minimum Annual Permit Fee (See page 22 of Prospectus), the Minimum Annual Permit fee will be paid.

My offer is \_\_\_\_\_ percent of adjusted gross revenue (gross revenues less returns, refunds, State sales tax, County, or any other State or local tax based on sales) for: \_\_\_\_\_  
\_\_\_\_\_ Bid item(s) /Campground.

Percent offered will be to the nearest whole number).

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Postal Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title