



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Detroit Lakes Wetland Management District
1732 North Tower Road
Detroit Lakes, Minnesota 56501-7959
(218) 847-4431



The Detroit Lakes Wetland Management District is offering, to all eligible applicants, an opportunity to enter into a Cooperative Agricultural Agreement (CAA) to conduct grazing on the specified National Wildlife Refuge and Waterfowl Production Areas in Becker, Clay and Norman counties. Grazing will be used to manage the grassland habitat and improve conditions for nesting migratory birds. Information regarding site specific treatments can be found on the following *Notice of Cooperative Agriculture Opportunity*.

In order to be considered, applicants must complete the Commercial Activities Special Use Permit Application (FWS Form 3-1383-C), read and accept the Special Conditions, fill out the attached Bid Sheet (FWS Form 3-1384) and return for each unit you are interested in.

If selected, the successful cooperator will be issued a Special Use Permit that may be extended up to 3 years.

Information on the grazing units and bid forms can be accessed at the following website:

<https://www.fws.gov/refuge/detroit-lakes-wetland-management-district>

Instructions for applying:

- On the Commercial Activities Special Use Permit Application, complete numbers **2-11, 21 and sign 31**.
- Review the Unit specific *Notice of Cooperative Agricultural Opportunity* specifically noting grazing timing, stocking rates, etc....
- Review the *Special Conditions* and sign at the bottom certifying you have read and accept them.
- Complete and sign the appropriate *Bid Sheet* for any units you are interested.
- By December 17, 2024 return all of the information to:
- Detroit Lakes WMD
Attn: Grazing Bid
1732 North Tower Road
Detroit Lakes, MN 56501
- **All applications must be received no later than 3:00pm on December 17, 2024**

Selection Criteria:

Successful applicants will be selected using the following selection criteria.

- Total amount of bid
- Ability to carry out grazing as specified
- Additional information described on bid sheet

Both successful and unsuccessful applicants will be contacted by December 20, 2024.

If a copy of the application package or other information is needed, contact: Kylie LaBelle

Phone- (218)844-3413 (office) or (218)997-9374 (cell)

Email- kylie_labelle@fws.gov

Detroit Lakes WMD/Hamden Slough NWR
Notice of Cooperative Agriculture Opportunity

Unit Name: County: Section:

Management Activity: Township: N. Range: W.

Acres: Dates: # Animals: AUMs:

General Unit Description:

Management Objectives:

Management Specifications:

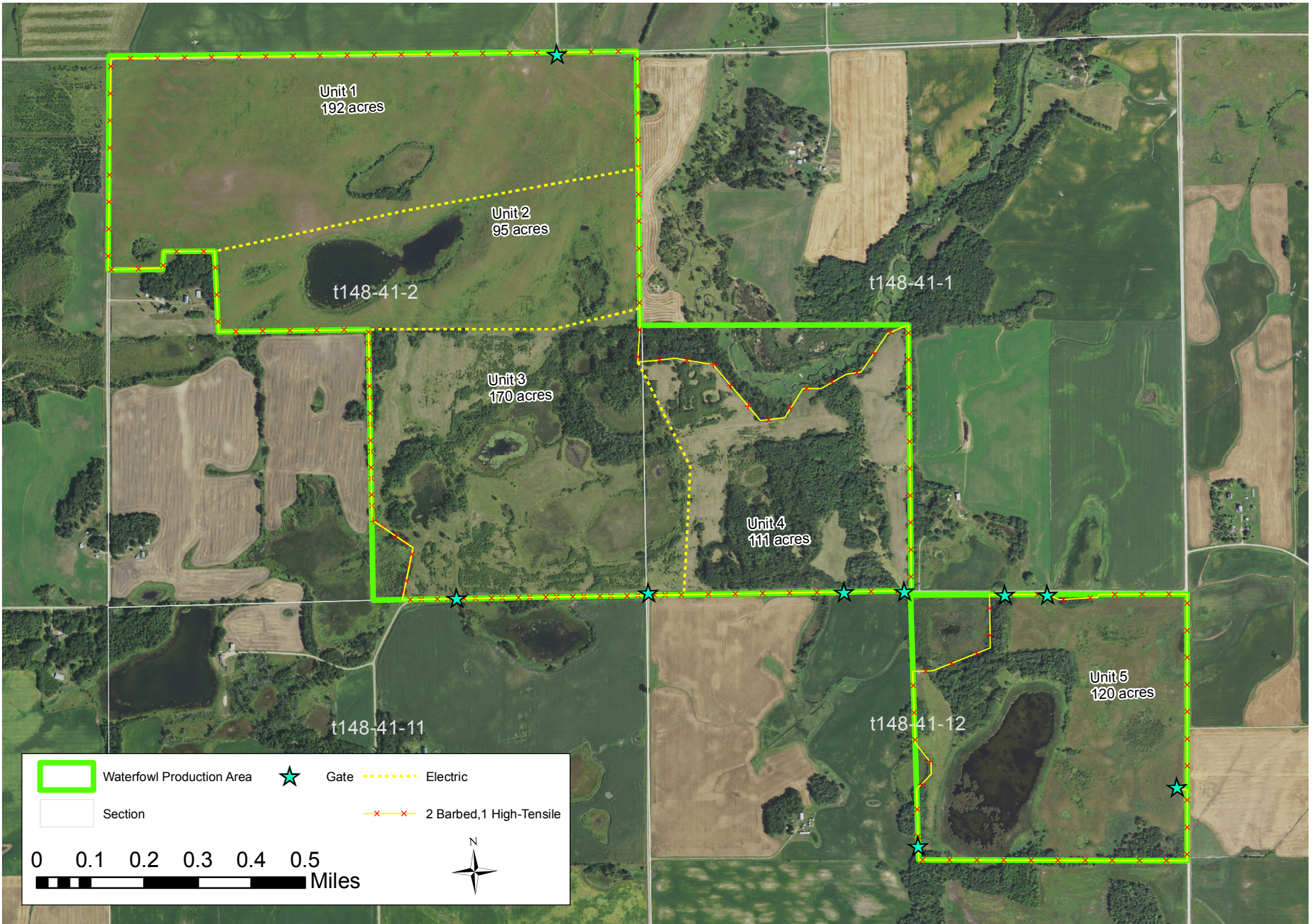
Other Information:



U.S. Fish & Wildlife Service

Hill River/Vaa Waterfowl Production Areas

Polk County, Minnesota





COMMERCIAL ACTIVITIES SPECIAL USE PERMIT APPLICATION



National Wildlife Refuge System

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

For Official Use Only:

Approved Permit #:

Station #:

Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

1a) Identify the type of Permit you are applying for: **New** **Renewal** **Modification** **Other**

1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? **Yes** **No**

1c) If yes, which refuges?

Applicant Information

2) Full Name: 3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #: 8) Business Fax #:

9) E-mail: 10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity) , its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? **Yes** **No**

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

Name/Business	Address	Phone #

Activity Information:

13a) Choose a Commercial Activity: **Guided Recreation** **Audio/Visual Recording** **Recreation Events** **Cabins**
Transportation Services **Agricultural Use** **Marine Salvage/Storage** **Mineral Lease** **Other**

13b) Specify Type of Activity if 'Other' was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones will be used, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes No N/A

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes No N/A

License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

License Type	Number	Expiration Date

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier	Expiration Date

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

Certificate Type	Expiration Date

23) List and attach other Federal, State, or Tribal **permits**, if required:

Permit Type	Permit Number	Expiration Date

Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

24a) Does the activity require personnel to stay overnight on the refuge? Yes No N/A

24b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

27a) Is fuel cache needed? Yes No N/A

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?
Yes No N/A

Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel

Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

31) Signature of Applicant: _____ Date of Application: _____

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). 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 currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form (Commercial) to average 4 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 the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to Info_Coll@fws.gov. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

- 1) **Responsibility of Permittee:** The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
- 3) **Use Limitations:** The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

- 4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
- 9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
- 10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.
- 11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

- 13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.
- 14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.
- 15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.
- 16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.
- 17) Estimate number of clients per day or per season.
- 18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.
- 19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.
- 20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.
- 21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.
- 22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.
- 23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.
- 24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.
- 25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.
- 26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.
- 27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.
- 28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.
- 29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the

specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**



BID SHEET
National Wildlife Refuge System



Detroit Lakes Wetland Management District

APPLICANT INFORMATION:

Name (Proposal Submitter): _____

Partner Name (if applicable): _____

Name of Business or Farm: _____

Mailing Address: _____

Tax ID #: _____

Phone Number: _____ Work Cell

E-mail Address: _____

BID INFORMATION:

Write your bid amount for the corresponding Unit(s) in the space(s) provided below. If you are not bidding on a particular unit, leave that space blank or write N/A. If exact animals aren't available, but you'd still like to bid, please write in exactly the number of animals and type (e.g. yearlings, cows, etc.) and a determination will be made at the time of bid review if the amount will satisfy goals and objectives.

Unit Name: Hill River/Vaa WPA _____

Stocking Rate for 2025: **50 cow/calf pairs and for 120 days**

The Animal Unit Month (AUM) calculation above would be
(((50 cow/calf pairs x 1.2 Animal Unit Equivalent (AUE)) x 120 days)) / 30.4
50 pairs x 1.2 AUE= 60 Animal Units
60 AU x 120 days = 7,200 Animal Unit Days
7,200 Animal Unit Days/30.4 (average days/month) = **236.84 AUM***

Stocking Rate for 2025-2026: To be determined
*Exact AUMS to be determined at end of each season

Grazing Bid: Amount bid per AUM is \$ _____

Amount of Animals you have available if different from above _____

ADDITIONAL INFORMATION:

1. Describe your experience specific to grazing on National Wildlife Refuges or comparable conservation lands. This should focus on ability to follow grazing plans/schedules, building/repairing fence, regularly checking on animals, short term grazing, rotational grazing, communication of range conditions, etc.

2. Describe your ability to fulfill the objectives in compliance with dates and stocking rate as well as other permit restrictions. This should specifically reflect your current operational capacity to meet required stocking rates, agreement to follow Special Conditions and willingness to be flexible to changing conditions.

3. What is your response time if livestock escape fences?

Attach additional sheets if necessary.

Certification: I hereby certify that I have read and, if selected, agree to the permit conditions listed in the bid package. The U.S. Fish and Wildlife Service reserves the right to reject any or all bids. I further certify that the information submitted in this bid sheet is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.

Signature: _____

Date: _____

NOTICES

All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the permit and may be punishable by fine or imprisonment (18 U.S.C. 1001).

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). 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 currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: AMAD-ARM-PPM, Falls Church, VA 22041-3803, or via email to Info_Coll@fws.gov. Please do not send your completed form to this address.

Special Conditions

Detroit Lakes Wetland Management District Complex

Prescribed Grazing Program

1. The U.S. Fish and Wildlife Service (USFWS) reserves the right to modify or terminate the SUP if habitat conditions warrant.
2. Noncompliance with any of the conditions in this CAA could result in an immediate revocation of the CAA by the Refuge Manager. Should this agreement be revoked there will be no refunding of any unused portion of this permit. Revocation of the CAA will result in forfeiture of any future grazing opportunities.
3. Use of minerals (salt or protein) will be allowed per the following: Permittee must provide product labeling to the Refuge Manager for approval 30 days prior to animals being placed on site. Minerals must be in a container that minimizes spillage and may not contain insecticide. Minerals will be placed in heavy stands of woody vegetation, Kentucky bluegrass or smooth brome and moved periodically to prevent major ground disturbance. Minerals should not be placed near water.
4. All liability relating to livestock and livestock management to include all persons working for the permittee, whether related, hired or as a partner is strictly that of the permittee as listed on the SUP. The permittee must have/acquire liability insurance that covers the livestock being grazed on Service Lands. A copy of the liability insurance must be provided to the Refuge Manager.
5. The permittee must be in compliance with the respective state and local livestock health regulations.
6. All equipment for grazing, including ATVs and UTVs, must be clean and free of invasive species plant material including seeds before entering any Refuge, Waterfowl Production Area (WPA), or Service easement. The Refuge Manager reserves the right to inspect and deny the use of any equipment/vehicle/horse etc. that appears to contain invasive species plant material or seeds.
7. The use of pesticides requires U.S. Fish and Wildlife Service approval. The permittee shall provide the Refuge Manager with product labeling and/or the Material Safety Data Sheet 30 days prior to use to provide adequate time to determine approval or disapproval of the product. On-site treatments will not be permitted. Producers must apply approved insecticide 30 days prior to turn in.
8. Any livestock management action including vaccination, branding or dehorning on Service land must be approved by the Refuge Manager.
9. Subletting is not allowed. As approved by the Refuge Manager, partnering with another rancher will be allowed should the number of livestock needed to achieve the desired outcome not be obtainable by a single rancher. If partnering is allowed, the initial permittee will be solely responsible for the total payment, management, liability and all special conditions of the permit.
10. Fence maintenance is the responsibility of the permittee. Any permanent fence constructed on National Wildlife Refuge System lands will become property of the Service. Fence materials, for any permanent fence construction and maintenance, will be provided by the USFWS. All temporary fences and fence energizers will be provided by permittee.
11. Methods of supplemental watering must be approved by the Refuge Manager. Water system maintenance is the responsibility of the permittee. Water availability varies by unit. Permittee is encouraged to visit graze unit before bid submittal to ensure water availability is suitable to their operational needs.
12. The permittee must notify the Refuge Manager of deceased livestock. Deceased livestock must be removed from Service lands within 48 hours of discovery unless other arrangements have been approved by the Refuge Manager.

13. All fences labeled temporary must be removed or lowered to ground level by 2 weeks after animals are removed from the property for the season, and all gates must be secured open at all times when livestock are not on site.

14. Within 2 weeks of removing cattle from Refuge lands, the permittee must turn in completed grazing worksheets for each unit grazed. To be considered complete, the worksheet must include the number of animals in the herd, dates the herd were in the unit and estimated forage utilization. Significant deviations from agreed upon grazing schedule must be approved by Refuge Manager.

15. The permittee agrees that the special conditions specified above are in effect during the first year of operation. If this permit is for more than one year the conditions may be altered or modified annually, following the first year of operation. Changes in the permit must be made prior to the grazing/haying season by an addendum, which is attached to and becomes part of the agreement.

- i. The Service must provide the permittee those changes to the permit prior to February 1st of the calendar year by a written addendum.
- ii. The permittee then has until February 15th of the calendar year to accept or turn down those changes.
- iii. If the changes are agreed upon by the permittee, the addendum is signed and attached to the SUP and becomes part of the permit. If the changes are not accepted, the selection process will begin again.

16. Animal Unit (AU) conversions are as outlined below:

<u>Class of animal</u>	<u>Factor *</u>
Mature cow	1.00
Cow-Calf pair	1.20
Yearling (9-18 months)	0.70
Weaner calf	0.50
Bull	1.50
Mature sheep or goat	0.20
Ewe w/lamb or nanny w/kid	0.30
Horse or mule	1.20
Bison	1.00

* Taken from Grazing Fee Rates for Cattle by Selected States and Regions, USDA publication

17. Animal Unit Month (AUM) will be calculated by multiplying the AU's by the months grazed (1 month = 30.4 days).

You will receive a Bill of Collection this fall after the year's grazing season.

Permittee: _____ Date: _____

Issuing Official: _____ Date: _____