

**2017 Garrison Project**  
**Seasonal Camping Program Rules**

- 1. Fifty-five percent (55%) of the total campsites within a leased recreation area must be available for first come, first serve (short-term or transient) campers for stays which fall under the existing 30/60 day lease camping regulations. Forty-five percent (45%) of total campsites may be made available for seasonal camping. Number of total campsites must not include host/security/maintenance sites. Designation of the seasonal camping sites **must be approved by** the COE. It is the responsibility of the lessee/concessionaire to maintain records which verify that at least fifty-five percent (55%) of the campsites are available for transient camping.**
  
- 2. Transient and seasonal campsites must be equal in quality and services (like- sites) to ensure that both transient and seasonal campers are afforded campsites which are comparable. The different designations of campsites (i.e. full hook-up sites, sewer/water sites, electrical sites, primitive sites) must be available on the same percentage bases to both transient and seasonal campers. (Example: 55% of full hook-up sites must be available for transient campers and 45% for seasonal campers) Additionally, if all types of campsites (i.e. full hook-up sites, sewer/water sites, electrical sites, primitive sites) are included in the total campsites counted for seasonal camping purposes, each of those types of sites must be included in the seasonal camping program.**
  
- 3. Seasonal campsites must be used for recreational purposes only. No residential occupancy is permitted. All seasonal campers must enter into a written agreement with the lessee/concessionaire similar to that shown on Attachment 1.**
  
- 4. Seasonal campsites may only be occupied from May 1st through October 31st each year but must be occupied by June 1 each year. Sites not occupied by June 1 may be awarded to campers on the lessees/concessionaries' waiting list. Seasonal sites must be vacated during the months of November, December, January, February, March and April each year and may not be used for transient camping during the vacated months.**
  
- 5. All seasonal campsites must be occupied overnight a minimum of once a week. Campers are required to sign in with a person appointed by the lessee/concessionaire upon arrival each week and sign out upon departure. These sign-in records must be submitted to the COE along with the Seasonal Camping Report.**
  
- 6. Only one camper/RV is allowed per seasonal campsite. Overnight occupancy by guests on a seasonal campsite is prohibited. No tent camping is allowed. Guest RVs, tents and vehicles must utilize the campground's transient sites.**
  
- 7. All campers/RVs must be currently licensed and registered with the appropriate state licensing agency. Campers/RVs must have wheels with serviceable tires attached**

at all times. Temporary blocking for stability is allowed. Permanent foundations, tie-downs, skirting and ground disturbance to level a camper/RV are strictly prohibited.

8. All sanitary wastes must be deposited at an approved RV dump station or connected to an existing permanent sewage disposal system. The lessee/concessionaire may upgrade or expand a sanitary system to accommodate seasonal camping based upon plans submitted to and approved by the local District Health Unit and the COE. One portable sanitary tank designed for that purpose and no larger than 50 gallons may be used while the seasonal campsite is occupied and must collect both sewage and gray water. The portable tank must not be connected to the RV when the seasonal campsite is unoccupied and must be stored in or under RV or on RV storage racks.

9. Only the lessee/concessionaire will be allowed to make permanent campground site improvements after obtaining the necessary approvals from the COE. Seasonal campsites must be mowed and maintained to the same degree as the transient campsites.

10. All seasonal campsites must be clean and free of debris, obstructions and all other items, including dog waste, which may degrade the aesthetics of the recreation area. General outside storage, with the exception of small storage tubs and coolers, is prohibited.

11. Seasonal campsites may not be utilized as camper/RV storage areas. One boat trailer or one personal watercraft (PWC) trailer will be allowed to remain at the seasonal campsite when unoccupied. **Kayaks and paddleboats may be stored under the RV at an unoccupied campsite or on a utility trailer which will then be considered the one boat trailer.** Additional boats and personal watercraft must be stored in a designated storage area or removed from the recreation area and will not be permitted to remain at an unoccupied seasonal campsite. Motor vehicle storage, including motorcycles, at an unoccupied seasonal campsite is prohibited. Storage of a motor vehicle in a designated storage area is prohibited.

12. Storage of a utility trailer at an unoccupied seasonal campsite is prohibited unless it holds the one watercraft allowed to remain at the seasonal campsite when unoccupied. Storage of a utility trailer in a designated storage area is prohibited.

13. One off highway vehicle (OHV), including golf carts, will be allowed to remain at the seasonal campsite when unoccupied unless storage is prohibited by the lessee/concessionaire. The OHV must be registered, insured, equipped and operated in accordance with North Dakota Century Code 39-29 or conform to the licensing requirements of the seasonal camper's resident state. In addition, all OHV operators must have one of the following: a valid state driver's license, learner's permit or OHV safety certificate as required by North Dakota Century Code 39-29.

## Acceptable Use Criteria

### Allowed

- Camper/RV (must be mobile with serviceable wheels at all times)
- Portable entrance steps (including the top and bottom landings) no wider than 4 feet or longer than 6 feet (cannot be left in a location long enough to kill vegetation)
- Storage tubs and coolers no larger than 50 gallons in size (must be kept stored in or under RV or on RV hitch storage racks when not in use)
- Portable barbecue grill (1)
- Portable propane fryer (1)
- 40 lbs. total portable propane (must be kept stored in or under RV when site is unoccupied and does not include tanks affixed to and part of the RV)
- Portable satellite dish (1)
- Solar panels when attached to RV
- Push lawn mower (must be kept stored behind or under camper when not in use)
- Firewood (maximum 1/2 cord of wood allowed, neatly stacked. No wood pallets may be burned or stored)
- Fire ring (1) (only firewood may be burned and no trash burning is permitted)
- Mini yard light fixtures, bug zappers, pet leashes and leash anchors, children's toys, rope lights, flags, bicycles, lawn furniture/decorations, outdoor rugs (1) with a maximum size of 8'X11', clothes lines, portable tables, screen tents and torches (all must be removed and stored in or under RV when site is unoccupied)
- Portable plastic drinking water tank not to exceed 50 gallons (1) (must be labeled and kept stored in or under RV or on RV hitch storage racks when site is unoccupied)
- Portable plastic sanitary tank not to exceed 50 gallons (1) (must be kept stored in or under RV or on RV storage racks when site is unoccupied)
- Gasoline containers (must be removed when site is unoccupied)

### Not Allowed

- Gardens
- Storage sheds/storage units
- Exterior freezers/refrigerators (including those mounted on RV/camper)
- Decks
- Dog pens/kennels
- Decorative fencing, flower pots, bird houses and bird feeders
- Patios
- Sidewalks/walkways
- Porches
- Camper/motor home skirting/foundations
- Wood or plastic pallets
- Artificial fire rings
- Permanent, temporary or artificial fireplaces
- Riding lawn mowers

**All decisions regarding approving or denying activities, uses and improvements not listed in the Acceptable Use Criteria will be made by the Corps of Engineers.**

### **Seasonal Camping Program Campsite Selection Process**

#### **1) Advertising**

**-The Corps of Engineers (COE) will require lessees/concessionaires (Lessee) to post a notice year round in the main place of business or a bulletin board on the leased premises advertising that the SCP is available to the general public at this recreation lease. Additionally, Lessees may advertise in any manner they deem appropriate; including local papers, mailings, word of mouth, etc.**

#### **2) Drawings**

**-Lessees must pick a date by which all applications must be received, which will be no later than March 1 each year. The Lessee may require a monetary deposit with the application and determine the amount. The Lessee may also determine if the deposit is refundable or not.**

**-Applications are limited to one per household. Husbands and wives may not apply separately. Children 18 years of age or older may apply but will be expected to own the camping unit and occupy the site. No full or part time residency is permitted and applications will be accepted for recreational camping only. The Lessee must screen all applicants to insure this requirement is met.**

**-The Lessee must advise all applicants and the COE of the drawing date, which will be no later than March 31 each year. The COE Recreation Lead must be notified of the date, time and location of the drawing in writing no later than two weeks prior to the drawing. The drawing may be attended by applicants and the COE. The drawing must be held by the Lessee with a neutral third party observer of the Lessee's choice. The drawing may be held separately or at a regularly scheduled meeting of the Lessee's organization.**

**-All applicant names and all available sites, no matter the type of campsite available, must be placed into two separate "buckets". The Lessee will draw one name and then draw one site and assign that site to the selected party. All applicant names will be drawn one time only during the selection process.**

**-No weighted lottery system may be used. No choice of sites by the applicant is permitted.**

**-The Lessee must notify the successful applicants within a reasonable time frame and secure a signed SCP agreement and the remainder of the annual rental.**

**-The COE recommends that the Lessee draw 5-10 extra names in the event a successful applicant withdraws from consideration after the initial drawing.**

**-No later than May 1 each year, the Lessee must provide the final list of successful applicants, their RV/camper license numbers and the sites they occupy to the COE. This requirement may be in the form of a list with names, license numbers and sites or by providing copies of all signed agreements. The SCP sites offered at**

the drawing must match the SCP sites noted on the map provided and approved with the Lessee's annual management plan.

-No later than May 1 each year, the Lessee must also provide a list of unsuccessful applicants which will provide information to the COE regarding interest in the SCP program.

### 3) Trading Sites

-For a period of time, which will be no later than April 30 each year, the Lessee may, but is not required to, allow successful applicants to trade sites. Both successful applicants and the Lessee must agree to this trade. A successful applicant cannot occupy the same campsite for two consecutive years.

### 4) Final Determinations

-If issues arise during the site selection process that cannot immediately be addressed by the Lessee, the Lessee must contact the COE for a final decision on the matter.

### 5) Selection Process Compliance

-The site selection rules are designed to be fair to all members of the general public interested in the program and all eligible applicants must have an equal opportunity to qualify for the program and a seasonal campsite. The COE has the authority to alter a selection process it determines to be unfair and may revoke the seasonal camping program at a particular recreation area if it is determined that the application process is in non-compliance with the COE selection process.

## Seasonal Camping Program Compliance

1. Seasonal Camper Compliance: Lessees participating in SCP shall be responsible for program management and primary enforcement of all terms and conditions of the approved SCP. Lessees will conduct periodic inspections of all seasonal sites. If noncompliance is observed by the Lessee, the Lessee will attempt to resolve the situation immediately. Noncompliance will be documented by the Lessee. If the noncompliance is not resolved with an on-the-spot correction, a written notice will be given to the seasonal camper defining the noncompliance issue(s), requirements for correction and a specific date by which the non-compliance must be resolved. A follow-up inspection will be conducted by the Lessee to ensure that the noncompliance issue(s) have been corrected. If the noncompliance issue(s) have not been resolved by the second specified date, the seasonal camper will be given final notice that they have breached the terms of the SCP and that a revocation letter will be forthcoming if the noncompliance has not been resolved to the Lessee's satisfaction by a final specified date. If the noncompliance issue(s) have not been resolved by the final specified date, the formal letter of revocation will be issued to the seasonal camper terminating their participation in the SCP for the remainder of that year and the following recreation season. The record of this action shall be provided to the COE.

**2. Lessee Compliance:** COE personnel will conduct periodic inspections of all seasonal sites. If noncompliance is observed by the COE, the Lessee will attempt to resolve the situation immediately. Noncompliance will be documented by the COE.

If the noncompliance is not resolved with an on-the-spot correction, a written notice will be given to the Lessee/Concessionaire defining the noncompliance issue(s), requirements for correction and a specific date by which the non-compliance must be resolved. A follow-up inspection will be conducted by the COE to ensure that the noncompliance issue(s) have been corrected. If the noncompliance issue(s) have not been resolved by the second specified date, the Lessee/Concessionaire will be given final notice that they have breached the terms of the SCP and that a revocation letter will be forthcoming if the noncompliance has not been resolved to the COE's satisfaction by a final specified date. If the noncompliance issue(s) have not been resolved by the by the final specified date, a formal letter of revocation will be issued to the Lessee terminating the Lessee's participation in the SCP.

**3. In addition to the above, Lessees must maintain and submit their annual Seasonal Camping Report, as required by Section 9.b. of NWD Regulation 405-2-1, by January 31 to remain in compliance with the SCP.**

**Seasonal Camping Program Dates and Deadlines:**

- JANUARY 31:** SCP Annual Reports and associated documents provided to COE.\*
- MARCH 1:** All SCP applications received by Lessee.\*
- MARCH 31:** SCP drawings completed.\* COE must be notified a minimum of 2 weeks prior to drawing date.
- APRIL 30:** Trading of sites completed.\*
- MAY 1:** Final list of successful applicants, license numbers and sites provided to COE.\*  
  
List of unsuccessful applicants provided to COE.\*  
  
First day seasonal campsites may be occupied.
- JUNE 1:** All seasonal campsites must be occupied\*.
- OCTOBER 31:** Last day seasonal campsites must be vacated by occupants.\*

\*NLT – No later than this date. This item may be accomplished prior to this date.

**Lessees should be aware that there is no commitment by the Corps of Engineers to authorize exemptions or to continue the SCP after each Lessee's 3-year pilot program or 10-year exception period. The Corps of Engineers reserves the right to terminate any SCP agreement at any time should local conditions change, the program is no longer in the public's best interest or as a result of operational requirements.**

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**Todd J. Lindquist  
Operations Project Manager  
Garrison Project**

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**Timothy D. Kolke  
Senior Realty Specialist  
Civil Branch, Real Estate Division**

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

## ATTACHMENT 1

# SAMPLE

### Seasonal Camping Agreement

For an annual fee of \$\_\_\_\_\_ and other considerations, the undersigned \_\_\_\_\_ (Lessee) agrees to make available a seasonal campsite to \_\_\_\_\_ (Camper), whose mailing address is \_\_\_\_\_. Both Lessee and Camper hereby understand and agree to the following terms and conditions:

1. The seasonal campsite must be used for recreational purposes only. No residential occupancy is permitted.
2. The seasonal campsite may only be occupied from May 1 through October 31 but must be occupied by June 1. If the site is not occupied by June 1, it may be awarded to a camper on the Lessee's waiting list. The seasonal campsite must be vacated during the months of November, December, January, February, March and April and may not be used for transient camping during the vacated months.
3. The campsite must be occupied overnight a minimum of once a week. The seasonal campsite may not be utilized as a camper/RV storage area.
4. Only one camper/RV is allowed at the seasonal campsite. No tent camping is allowed. Overnight occupancy by guests on a seasonal campsite is prohibited.
5. The camper/RV must be currently licensed and registered with the appropriate state licensing agency. Camper/RV must have wheels with serviceable tires attached at all times. Temporary blocking for stability is allowed. Permanent foundations, tie-downs, skirting and ground disturbance to level the camper/RV are prohibited.
6. All sanitary wastes must be deposited at an approved RV dump station or connected to an existing permanent sewage disposal system. One portable sanitary tank designed for that purpose no larger than 50 gallons may be used while the seasonal campsite is occupied and must collect both sewage and gray water. The portable tank must not be connected to the RV when the seasonal campsite is unoccupied and must be stored in or under RV or on RV storage racks.
7. Only the Lessee will be allowed to make permanent campground site improvements after obtaining the necessary approvals from the Corps of Engineers. Seasonal campsites must be mowed and maintained to the same degree as the transient campsites.
8. The seasonal campsite must be kept clean and free of debris, obstructions and all other items, including dog waste, which may degrade the aesthetics of the recreation area. General outside storage, with the exception of small storage tubs and coolers, is prohibited.

9. One boat trailer or one personal watercraft (PWC) trailer will be allowed to remain at the campsite when unoccupied. Kayaks and paddleboats may be stored under the RV at an unoccupied campsite or on a utility trailer which will then be considered the one boat trailer. Additional boats and watercraft must be stored in a designated storage area or removed from the recreation area and will not be permitted to remain at the unoccupied seasonal campsite. Motor vehicle storage, including motorcycles, at an unoccupied seasonal campsite is prohibited. Storage of a motor vehicle in a designated storage area is prohibited.

10. Storage of a utility trailer at an unoccupied seasonal campsite is prohibited unless it holds the one watercraft allowed to remain at the seasonal campsite when unoccupied. Storage of a utility trailer in a designated storage area is prohibited.

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12. The camper must comply with all other Lessee rules and regulations.

13. Acceptable Use Criteria

Allowed

- Camper/motor home (must be mobile with serviceable wheels at all times)
- Portable entrance steps (including the top and bottom landings) no wider than 4 feet or longer than 6 feet (cannot be left in a location long enough to kill vegetation)
- Storage tubs and coolers no larger than 50 gallons in size (must be kept stored in or under RV or on RV hitch storage racks when not in use)
- Portable barbecue grill (1)
- Portable propane fryer (1)
- 40 lbs. total portable propane (must be kept stored in or under RV when site is unoccupied and does not include tanks affixed to and part of RV)
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- Mini yard light fixtures, bug zappers, pet leashes and leash anchors, children's toys, rope lights, flags, bicycles, lawn furniture/decorations, outdoor rugs (1) with a maximum size of 8'X11', clothes lines, portable tables, screen tents and torches (all must be removed and stored in or under RV when site is unoccupied)

- Portable plastic drinking water tank not to exceed 50 gallons (1) (must be labeled and kept stored in or under RV when site is unoccupied)
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- Gasoline containers (must be removed when site is unoccupied)

Not Allowed

- Gardens
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- Exterior freezers/refrigerators (including those mounted on RV/camper hitch)
- Decks
- Dog pens/kennels
- Decorative fencing, flower pots, bird houses and bird feeders
- Patios
- Sidewalks/walkways
- Porches
- Camper/motor home skirting/foundations
- Wood or plastic pallets
- Artificial fire rings
- Permanent, temporary or artificial fireplaces
- Riding lawn mowers

All decisions regarding approving or denying activities, uses and improvements not listed in the Acceptable Use Criteria will be made by the Corps of Engineers.

12. It is further understood and agreed, that all portions of this contract are subject to and subordinate to the terms, conditions, and provisions contained in Department of the Army Lease for Public Parks and Recreational Purposes, Garrison Project, North Dakota dated \_\_\_\_\_ and designated as Lease No. \_\_\_\_\_. Nothing in this agreement, nor approval thereof by the U.S. Army Corps of Engineers, shall affect, waive, modify or interpret in any manner whatsoever the terms, conditions and covenants of the Department of the Army Lease.

This agreement is valid only for the year \_\_\_\_\_ only and cannot be extended.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Camper

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Camper

\_\_\_\_\_  
Camper/RV License Number