



Board of County Commissioners Agenda Request

2E
Agenda Item #

Requested Meeting Date: 12/6/2016

Title of Item: Snowmobile trail - Limited Use Permit for TH #47

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*
<i>*provide copy of hearing notice that was published</i>		

Submitted by: Land Commissioner	Department: Land Department
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Presenter (Name and Title): Mark Jacobs	Estimated Time Needed: n/a
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Summary of Issue:

Using the right-of-way of Trunk highway #47 is required to maintained a connected snowmobile trail system.

The attached resolution and Limited Use Permit from MN DOT will allow the trail to remain connected.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve resolution and sign the agreement to keep the snowmobile trail system connected.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:

By Commissioner: xx

20161206-0xx

Snowmobile Trail - Limited Use Permit for TH#47

WHEREAS, Aitkin County supports recreation trails for their economic impacts and positive impacts to our quality of life; and

WHEREAS, Aitkin County has very active snowmobile clubs within the County that actively pursue permission from properly owners to locate a snowmobile trail on their property; and

WHEREAS, the right-of-way of Trunk Highway # 47 is needed to maintain connectivity of the snowmobile trails in this area;

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners hereby approves Agreement LUP 0108-0025 for the purpose of constructing, maintaining, and operating a snowmobile trail within the right-of-way of Trunk Highway #47.

BE IT FURTHER RESOLVED, the Aitkin County Board of Commissioners hereby agrees to the terms of the above agreement as presented and hereby authorizes the Chair to sign said agreement.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voted Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Patrick Wussow, Interim County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 6th day of December 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 6th day of December 2016

Patrick Wussow
Interim County Administrator



Legend

-  PLS Township
-  PLS Section



1 inch equals 1,479 feet

Map prepared by Aitkin County GIS for graphic display purposes only. Map is not a legal survey, nor is it intended to be one. Aitkin County assumes no liability for any errors, omissions or inaccuracies herein contained.



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 0108 (T.H. 47)
County of Aitkin
LUP # 0108-0025
Permittee: County of Aitkin
Terminates: 06/01/2027

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Aitkin, ("Permittee"), to use the area within the right of way of Trunk Highway No. 47 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility"). The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. All signs will be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 06/01/2027 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and

- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

- 2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

- 3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

- 4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.
7. CIVIL RIGHTS. The Permittee, for itself, its successors, and assigns, agrees to abide by the provisions of Title VI Appendix C of the Civil Rights Act of 1964, which provides in part that no person in the United States, shall on the grounds of race, color, or national origin, be excluded from, or denied use of any Facility.
8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. ASSIGNMENT. No assignment of this LUP is allowed.
10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account

of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Land Department
Aitkin County Courthouse
209 - 2nd Str NW Room 206
Aitkin, MN 56431

and to MnDOT at:

State of Minnesota
Department of Transportation
District 3 Right of Way
7694 Industrial Park Rd
Baxter, MN 56425

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the responsibility of State of Minnesota because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person.
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

COUNTY OF AITKIN

By _____
Its Chairman of the County Board

And _____
Its Administrator in his capacity as
Clerk of the County Board

APPROVED BY:

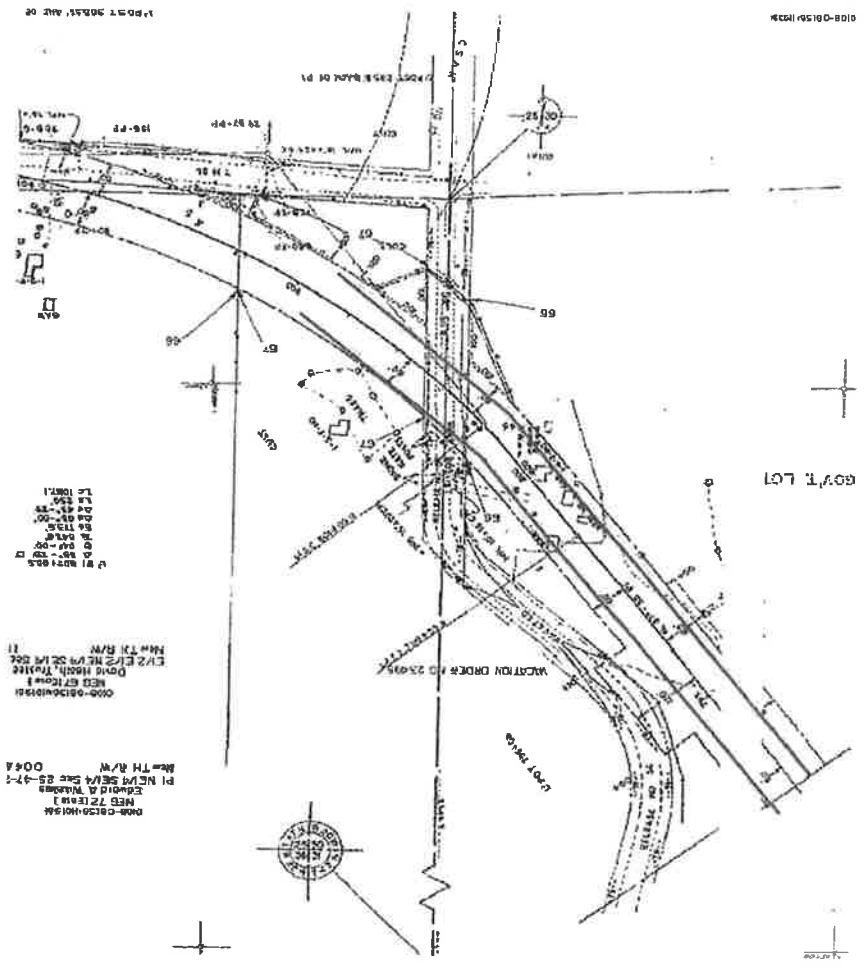
COMMISSIONER OF TRANSPORTATION

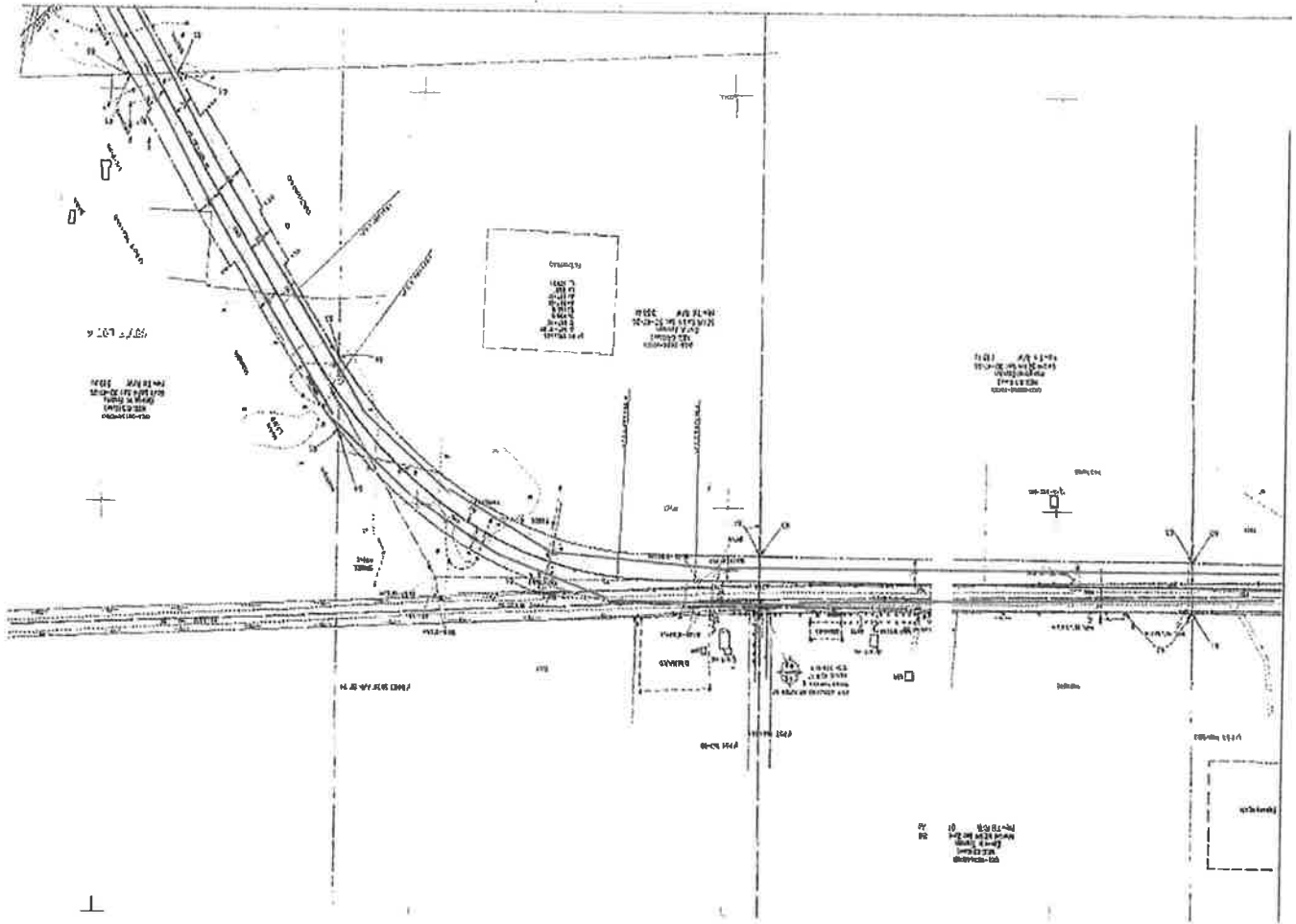
By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

TH47 LUP at CR 12 looking east





TH47 at CR17

