



Board of County Commissioners Agenda Request

2M
Agenda Item #

Requested Meeting Date: May 10, 2022

Title of Item: Northwoods Regional ATV Trail system permit renewal

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: DJ Thompson	Department: Land	
Presenter (Name and Title): DJ Thompson, Land Commissioner		Estimated Time Needed: NA
Summary of Issue: The Northwoods Regional ATV Trail system is due for a permit renewal. DNR has updated the grant-in-aid permit, along with the exhibits, which are attached. DNR is requesting permit be signed by County Board Chair and Auditor.		
Alternatives, Options, Effects on Others/Comments: NA		
Recommended Action/Motion: Recommend a motion to have County Board Chair and Auditor sign permit renewal.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

**MINNESOTA
DEPARTMENT OF
NATURAL RESOURCES**

County Aitkin
Permit No. LGIA010076
REGION/AREA 2/2A

GRANT-IN-AID TRAIL PERMIT

This permit is granted by the State of Minnesota acting by and through its Commissioner of Natural Resources, hereafter called "State," under the authority and subject to the provisions of Minnesota Statutes, secs. 89.17, 92.50 and other applicable statutes, to the "Permittee," as named below.

Permittee (County/City/Township) Aitkin County		
Address (No. & Street, RFD, Box No., City, State, Zip Code) 502 Minnesota Avenue N. Aitkin, MN 56431		
Term 10	Effective Date 07/01/2020	Termination Date 06/30/2030
Purpose of Permit Northwoods Regional ATV Trail	Location-Legal descriptions of the Premises covered by this Permit are contained on Exhibit A and depicted on Exhibit B (map).	
Type of Trail <input checked="" type="checkbox"/> ATV <input type="checkbox"/> ORV <input checked="" type="checkbox"/> OHM <input type="checkbox"/> Ski <input type="checkbox"/> Snowmobile	Trail Width (Feet) 16	No. of Trail Shelters Permitted Existing 0, Allowed 0

This permit is issued under Minnesota Statutes, Section 89.17 (Forestry) 92.50 (Other Divisions)

Timber damages for this Permit are \$_____.

Terms (see Pages 2 and 3)

This permit is issued and accepted upon the conditions and subject to all terms and limitations contained under Minnesota law and all conditions herein specified.

PERMITTEE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY with all the requirements of the Permit.

This Permit is not valid until signed by all parties and authorizing resolution, if applicable, is attached.

Permittee Signature - County Board Chair	Date	Permittee Signature - Auditor	Date
Print Name	Phone	Print Name	Phone

DNR Signature Brian Leitinger <small>Digitally signed by Brian Leitinger Date: 2022.04.11 15:11:59 -05'00'</small>	Date	DNR Signature Lonnie Lilly <small>Digitally signed by Lonnie Lilly Date: 2022.04.14 12:17:13 -05'00'</small>	Date
Print Name	Phone	Print Name	Phone

It is agreed as follows:

1. The State, in consideration of the terms, conditions and agreements contained herein, hereby permits the Permittee a non-exclusive right to construct, maintain and use a public trail of the type(s) and width noted above, subject at all times to sale, lease, and use for mineral or other purposes, being a right of way crossing the legal descriptions shown on Exhibit A and Exhibit B (the attached map) and hereafter known as the "Premises." The trail shall be developed and maintained in accordance with instructions in the *Minnesota Trail Assistance Manual*.
2. The Permittee is granted the use of the Premises for a lease fee that is paid by dedicated account dollars managed by the DNR (Snowmobile, ATV, Cross-Country Ski). This fee is subject to change. The Permittee agrees and understands that it is responsible for all expenses associated with the construction, maintenance and use of the trail. The State is not responsible for any of these expenses.
3. This permit is effective on and shall terminate on the dates shown above.
4. This permit is subject to all existing easements, rights of way, licenses, leases, and other encumbrances upon the Premises.
5.
 - a. Permittee shall maintain the Premises in good repair, keeping them safe and clean, removing all debris and litter that may accumulate.
 - b. Permittee shall comply with all local ordinances and state and federal laws and rules. Permittee must comply with all requirements of law regarding the use, storage and disposal of all pollutants, contaminants, solid waste, hazardous waste and other materials. Permittee shall be responsible for any damages to natural resources or property caused by users of the trail.
 - c. No timber shall be cut, used, removed, or destroyed by the Permittee without first obtaining written permission from the State.
 - d. Use of mechanized equipment for trail grooming during the summer months must be approved in advance by the State.
 - e. Signs shall be posted by the Permittee in accordance with the DNR Instruction Manual for the trails program.
6. This permit may be terminated at any time by mutual agreement, or immediately by the State upon serving the Permittee a written notice if termination is for violation of any term of this permit, or at the end of thirty (30) days if cancellation is for any other reason.

Permittee shall, on or before the termination date, surrender the Premises peacefully, remove all property from the Premises or other property placed thereon with its permission and leave the Premises in a clean and safe condition. Any property left after thirty (30) days shall become the property of the State and disposed of in accordance with the provisions of law. Permittee shall be liable for all costs to dispose of such property.
7. Permittee and the State agree that each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for acts and omissions of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims act, MS 3.736, and other applicable law. Permittee's liability shall be governed by the Municipal Tort Claims Act, MS Ch. 466, and other applicable law.
8. The Permittee agrees and understands that this permit does not grant an exclusive right to the Premises and the public lands authorized for use under the permit shall be open to public recreational uses, as defined in Minnesota Statutes Section 604A.21, not inconsistent with the purposes of this permit.
9. The State reserves the right for itself and others to whom it may give authorization, to use or reroute the trail as the State deems necessary.
10. No buildings or structures shall be permitted on the Premises without the State's prior written permission. Trail shelters, if noted above, are permitted as part of this permit. Improvements to permitted trail shelters must be within the approved design, not add to the existing footprint, or go beyond maintaining the existing structure in a safe and sanitary condition. (If trail shelters are permitted, their design and location must be approved by the State, and their locations must be noted on Exhibit A and shown on Exhibit B).

11. The Permittee shall have the right to close the Premises during an emergency, after first obtaining the State's approval.

12. Additional Terms (check all that apply)

- Trail route and placement, construction and reconstruction must be pre-approved by the State. Routing, construction, reconstruction and maintenance shall comply with applicable DNR policies and guidelines which include, but are not limited to:
 1. DNR Trail Design and Construction Guidelines Manual
 2. Minnesota Trail Assistance Manual
 3. MN Forest Resource Council, Voluntary Site-Level Forest Management Guidelines
- Portions of this grant-in-aid trail are part of the State Forest Trail system. Other seasonal use of these areas may be authorized by the State in accordance with postings and designations.
- Portions of this grant-in-aid trail are part of the State Forest Road system. There may be mixed traffic, including heavy trucks and cars. The Permittee will install and maintain signs which have been provided by the State (in accordance with the DNR sign manual) at all points where the trail joins the State Forest Road and at intermediate points, as specified by the DNR. Recreational motor vehicles shall keep to the right side of the road and yield to trucks and cars.
- Notwithstanding term #5, trees that have fallen down on the trail may be removed and placed outside the trail right-of-way. Permittee shall also be allowed to cut and remove trees or parts of trees that overhang the trail in such a way that the height or width of the trail does not meet minimum clearances set forth in the DNR Trail Design and Construction Guidelines Manual.
- Permittee shall maintain fences to keep livestock out of wooded areas. Permittee shall maintain the line fences identified on the Premises. Major repairs shall be referred to the State.
- Permittee shall preserve grass waterways on the Premises.
- Permittee shall control noxious weeds on the Premises. Herbicide use shall be in accordance with DNR policy, and in compliance with label directions and EPA registered uses.
- DNR reserves the right to construct and maintain water bars and other erosion control structures as needed.
- The Permittee is responsible for controlling invasive species on the Premises.
 - (check if applicable) See the attached Exhibit C, which is made a part of this permit, for additional terms and conditions on the control of invasive species.
- Other: ***(Subject to issuing Division Director approval)***

Signature required only if other terms are added.

Division Director Signature	Date
Print Name	

Permit No.	LGIA010076	FORTY CODES	
Old Permit No.		11 NENE	31 NESW
Sponsor	Aitkin County	12 NWNE	32 NWSW
Area	Grand Rapids (2A)	13 SWNE	33 SWSW
Region	NE (2)	14 SENE	34 SESW
Northwoods OHV Trail		21 NENW	41 NESE
Solana Loops		22 NWNW	42 NWSE
Hill City Connector		23 SWNW	43 SWSE
Lawler Loops		24 SENW	44 SESE
Blind Lake Trails			
Moose River Connector			

10 code. Ex: NENE = 11, NWNE = 12, etc.

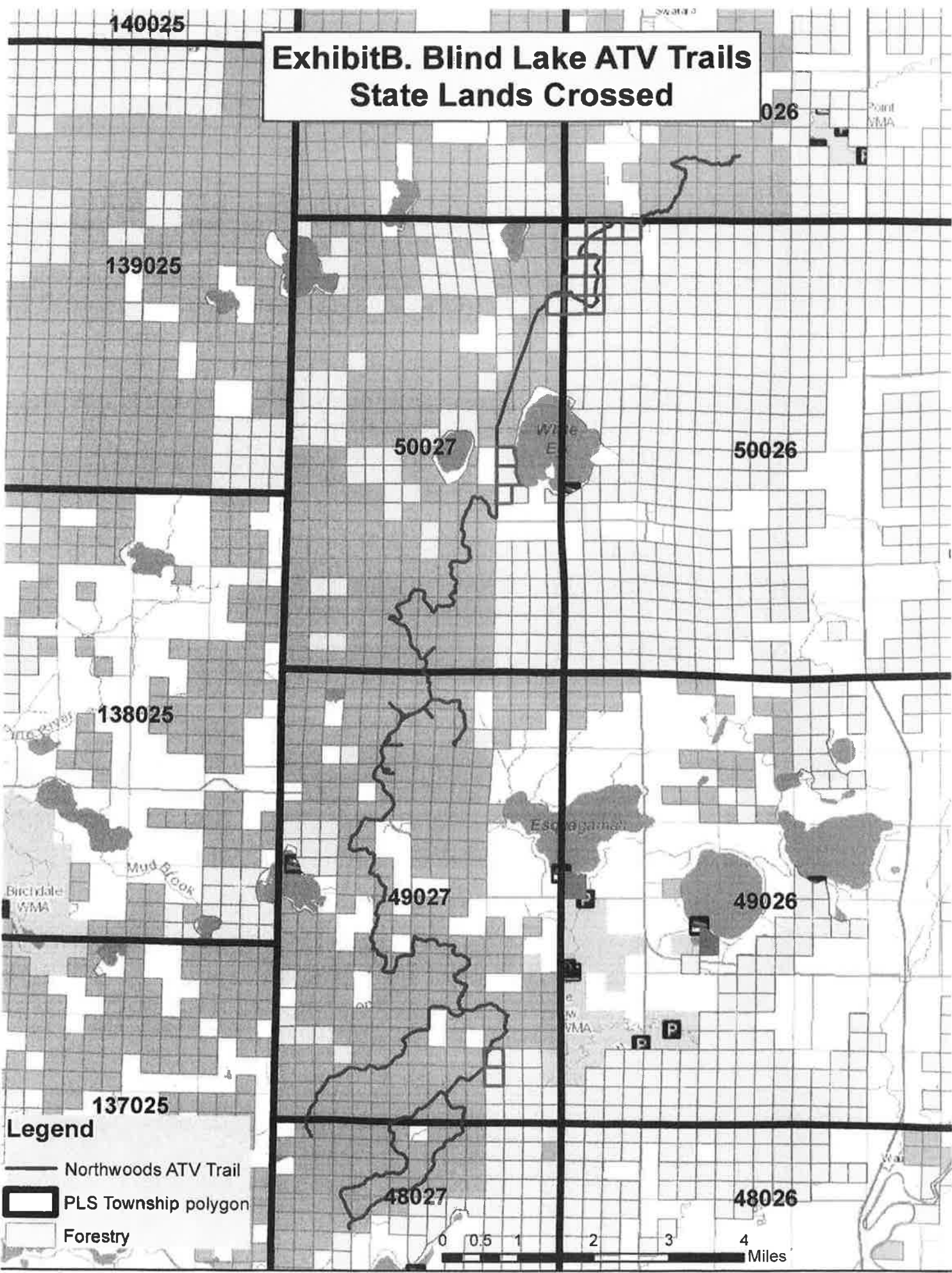
LEGAL DESCRIPTION					FORTY CODE	LAND ADMIN	ACQ/TRUST/ TF/CON CON
SEC	TWP	RANGE	COUNTY	FORTY			
8	44	22	Aitkin	SESW	34	Forestry	CON CON
8	44	22	Aitkin	NESE	41	Forestry	CON CON
8	44	22	Aitkin	NWSE	42	Forestry	CON CON
8	44	22	Aitkin	SWSE	43	Forestry	CON CON
8	44	22	Aitkin	SESE	44	Forestry	CON CON
9	44	22	Aitkin	SWSW	33	Forestry	CON CON
16	44	22	Aitkin	NENW	21	Forestry	SCHOOL TRUST
16	44	22	Aitkin	NWNW	22	Forestry	SCHOOL TRUST
16	44	22	Aitkin	SESW	24	Forestry	SCHOOL TRUST
16	44	22	Aitkin	NESW	31	Forestry	SCHOOL TRUST
16	44	22	Aitkin	SESW	34	Forestry	SCHOOL TRUST
17	44	22	Aitkin	NENE	11	Forestry	CON CON
17	44	22	Aitkin	NWNE	12	Forestry	CON CON
17	44	22	Aitkin	NENW	21	Forestry	CON CON
17	44	22	Aitkin	NWNW	22	Forestry	CON CON
17	44	22	Aitkin	SWNW	23	Forestry	CON CON
18	44	22	Aitkin	NENE	11	Forestry	CON CON
18	44	22	Aitkin	NWNE	12	Forestry	CON CON
18	44	22	Aitkin	SWNE	13	Forestry	CON CON
18	44	22	Aitkin	SENE	14	Forestry	CON CON
18	44	22	Aitkin	NENW	21	Forestry	CON CON
18	44	22	Aitkin	SESW	24	Forestry	CON CON
18	44	22	Aitkin	NESW	31	Forestry	CON CON
18	44	22	Aitkin	SESW	34	Forestry	CON CON
18	44	22	Aitkin	NESE	41	Forestry	CON CON
18	44	22	Aitkin	NWSE	42	Forestry	CON CON
18	44	22	Aitkin	SWSE	43	Forestry	CON CON
18	44	22	Aitkin	SESE	44	Forestry	CON CON
19	44	22	Aitkin	NWNW	22	Forestry	CON CON
19	44	22	Aitkin	SWNW	23	Forestry	CON CON

19	44	22	Aitkin	SENW	24	Forestry	CON CON
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19	44	22	Aitkin	NWSE	42	Forestry	CON CON
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21	44	22	Aitkin	NENW	21	Forestry	CON CON
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21	44	22	Aitkin	SWNW	23	Forestry	CON CON
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29	44	22	Aitkin	SWSE	43	Forestry	CON CON
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3	51	26	Aitkin	NENW	21	Forestry	CON CON
3	51	26	Aitkin	NWNW	22	Forestry	CON CON
3	51	26	Aitkin	SENW	24	Forestry	CON CON
3	51	26	Aitkin	SWSW	33	Forestry	CON CON

3	51	26	Aitkin	SESW	34	Forestry	CON CON
3	51	26	Aitkin	NESE	41	Forestry	CON CON
34	52	26	Aitkin	SWSW	33	Forestry	CON CON
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36	52	26	Aitkin	SWNE	13	Forestry	SCHOOL TRUST
36	52	26	Aitkin	NWSE	42	Forestry	SCHOOL TRUST
36	52	26	Aitkin	SWSE	43	Forestry	SCHOOL TRUST
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10	51	26	Aitkin	SWSW	33	Forestry	CON CON
10	51	26	Aitkin	SESW	34	Forestry	CON CON
10	51	26	Aitkin	SWNE	13	Forestry	CON CON
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16	51	27	Aitkin	NESE	41	Forestry	SCHOOL TRUST
16	51	27	Aitkin	NWSE	42	Forestry	SCHOOL TRUST
16	51	27	Aitkin	SWSE	43	Forestry	SCHOOL TRUST

Exhibit B. Blind Lake ATV Trails State Lands Crossed



Legend

- Northwoods ATV Trail
- PLS Township polygon
- ▨ Forestry

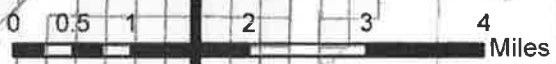
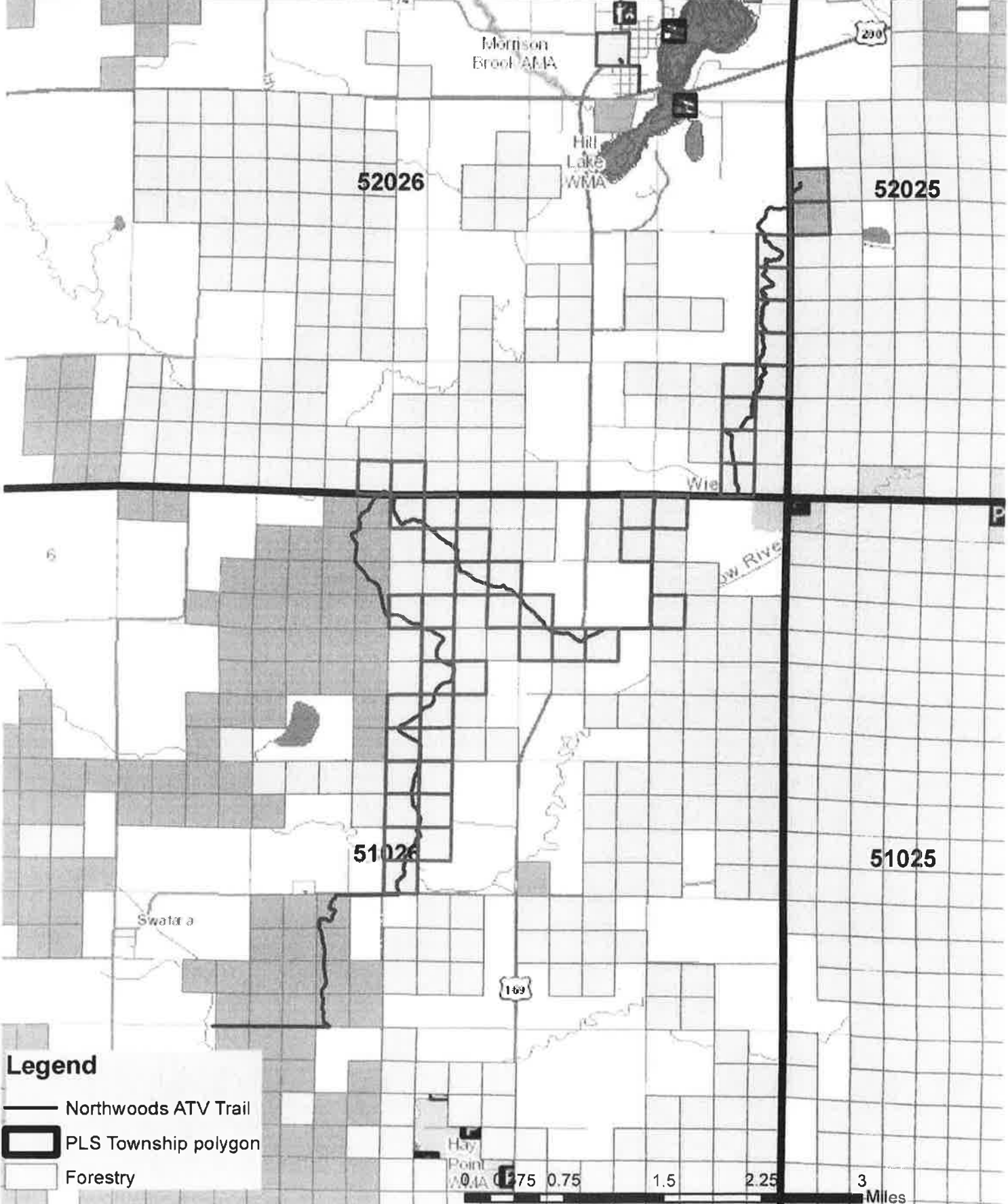


Exhibit B. Hill City Connector ATV Trails State Lands Crossed



Legend

- Northwoods ATV Trail
- ▭ PLS Township polygon
- ▭ Forestry

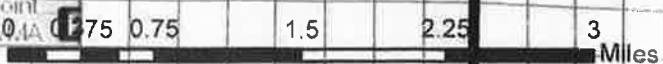
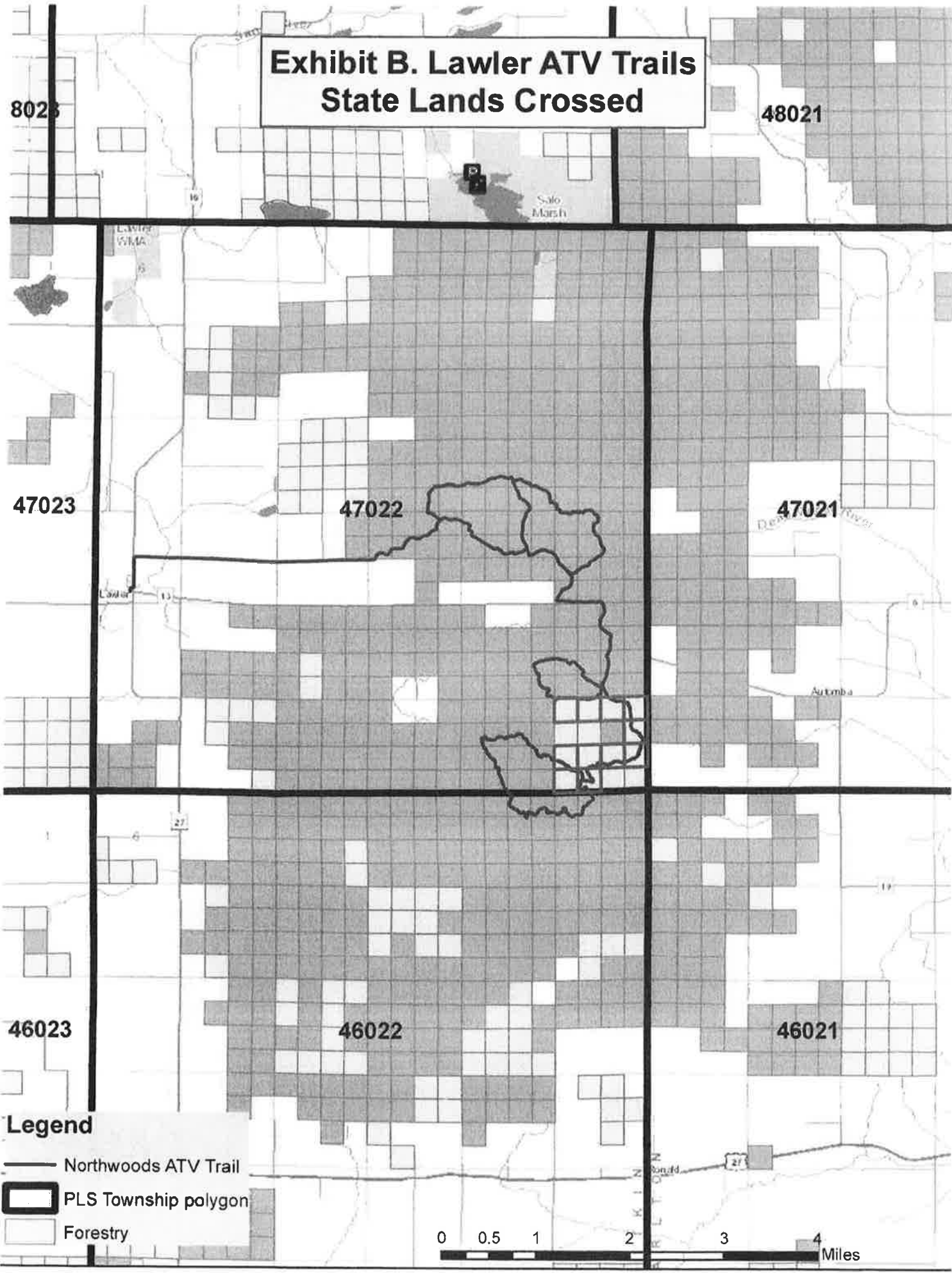


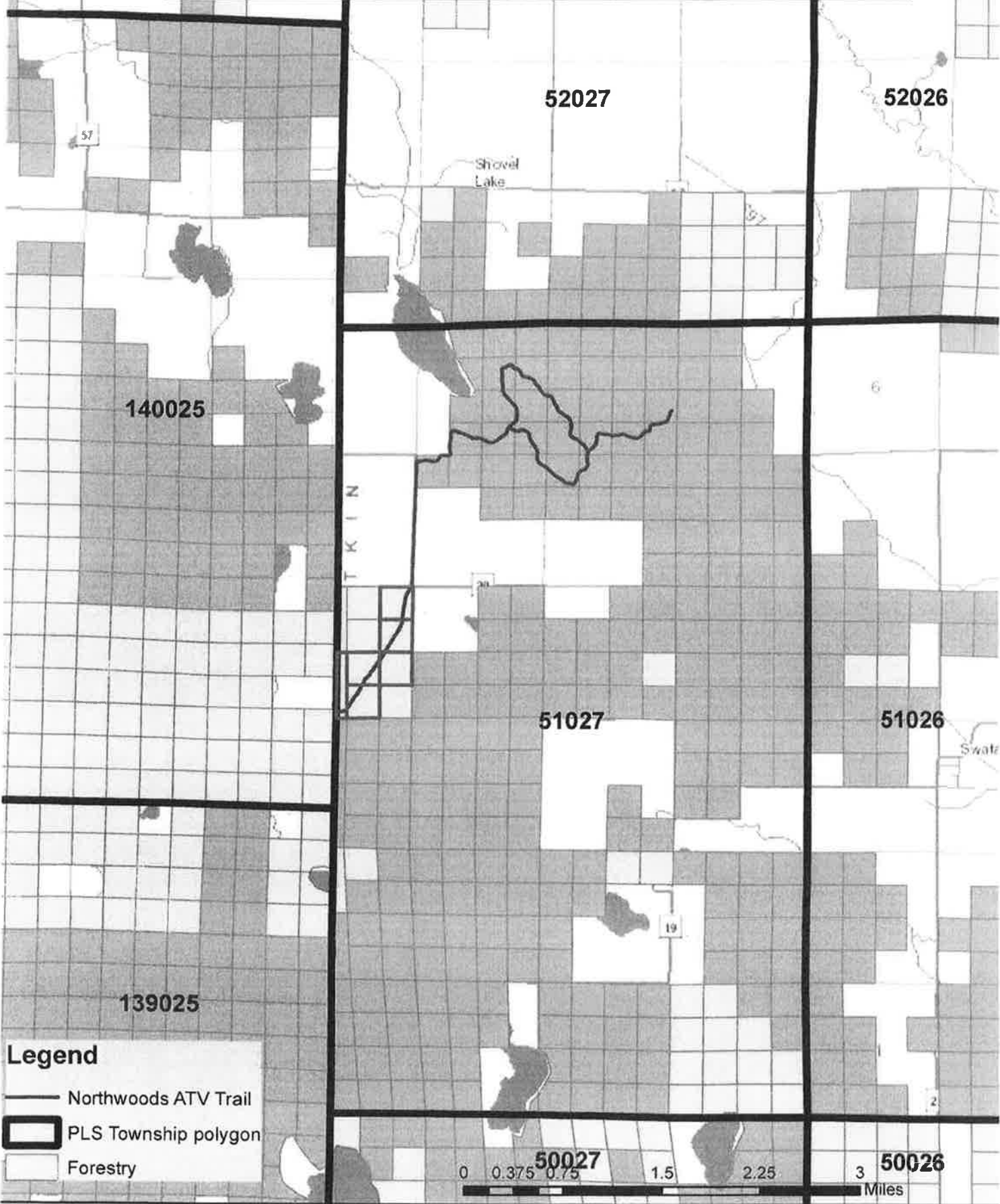
Exhibit B. Lawler ATV Trails State Lands Crossed



- Legend**
- Northwoods ATV Trail
 - ▭ PLS Township polygon
 - ▭ Forestry



Exhibit B. Moose River Connector ATV Trails State Lands Crossed



P

45023

45022

Exhibit B. Solana Loop ATV Trails State Lands Crossed

River

44023

44022

43022

Legend

- Northwoods ATV Trail
- ▭ PLS Township polygon
- ▭ Forestry



GIA Permit #LGIA010076
Aitkin County – Northwoods Regional ATV Trail

Form Last Revised September 26, 2011

Check all that apply	
<input checked="" type="checkbox"/>	Mandatory – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1 st and Nov 1 st . <input type="checkbox"/> Other _____
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the leasee agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	The leasee is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.