



Le Sueur County, MN

Tuesday, May 1, 2018

Board Meeting

Item 7

10:20 a.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: DNR Snow Trail Permit

Staff Contact:

March 7, 2018

Pam Simonette
Le Sueur County Auditor/Treasurer
88 South Park Avenue
Le Center, Minnesota 56057

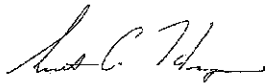
RE: GIA Permit # LGIA010065

Dear Permittee:

Enclosed is an original permit, with exhibits, for your signature. The permitted area is for the portion of grant-in-aid snowmobile trail #157 between Mankato and Elysian in Blue Earth and Le Sueur counties on the Sakatah Singing Hills State Trail. The permit term is for ten years and expires December 31, 2027. The local club that grooms and maintains this section of trail is Le Sueur County Snowmobile Trails Association. Please sign and return the permit to me for processing. Once I obtain signatures from MNDNR, I will return a fully executed copy for County files.

If you have any questions, please call me at (507) 384-6145 or email me at scott.haugen@state.mn.us.

Sincerely,



Scott Haugen
Parks & Trails Acquisition & Development Specialist
Minnesota Department of Natural Resources

Enclosure

cc: Dennis Reindl

Minnesota Department of Natural Resources • South Region • Division of Lands and Minerals
21371 State Highway 15, New Ulm, MN 56073

**MINNESOTA
DEPARTMENT OF
NATURAL RESOURCES**

County Le Sueur & Blue Earth
Permit No. LGIA010065
REGION/AREA Southern/New Ulm

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)		
Le Sueur County		
Address (No. & Street, RFD, Box No., City, State, Zip Code)		
88 South Park Avenue; Le Center, Minnesota 56057		
Term	Effective Date	Termination Date
10 years	January 1, 2018	December 31, 2027
Purpose of Permit	Location-Legal descriptions of the Premises covered by this Permit are contained on Exhibit A and depicted on Exhibit B (map).	
Groom and maintain snowmobile trail		
Type of Trail <input type="checkbox"/> ATV <input type="checkbox"/> ORV <input type="checkbox"/> OHM <input type="checkbox"/> Ski <input checked="" type="checkbox"/> Snowmobile	Trail Width (Feet) 12 feet	No. of Trail Shelters Permitted None

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

Timber damages for this Permit are \$None.

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	Date	Permittee Signature	Date
Print Name	Phone	Print Name	Phone
Pam Simonette, County Auditor	507/357-8142		

DNR Signature	Date	DNR Signature	Date
Print Name	Phone	Print Name	Phone
Dennis Reindl, Park Manager	507/384-6143		

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 at no cost. 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. (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)***

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Signature required only if other terms are added.

Division Director Signature	Date
Print Name	

This form approved by the Attorney General's Office on October 22, 2001. Revised June 6, 2005. Revised July 2011.

EXHIBIT A

Permit No.	LGIA010065	FORTY CODES	
Old Permit No.	N/A	11 NENE	31 NESW
Club Name	Le Sueur County Snowmobile Trails Association	12 NWNE	32 NWSW
County	Le Sueur and Blue Earth	13 SWNE	33 SWSW
Area	New Ulm	14 SENE	34 SESW
Region	Southern	21 NENW	41 NESE
		22 NWNW	42 NWSE
		23 SWNW	43 SWSE
		24 SENW	44 SESE

Each forty must also include its 40 code. Ex: NENE = 11, NWNE = 12, etc.

LEGAL DESCRIPTION					FORTY CODE	LAND ADMIN	ACQ/TRUST/ TF/CON CON
SEC	TWP	RANGE	COUNTY	FORTY			
32	109	26	Blue Earth	NWSE	42	Parks and Trails	acquired
32	109	26	Blue Earth	NESE	41	Parks and Trails	acquired
33	109	26	Blue Earth	SWSW	33	Parks and Trails	acquired
33	109	26	Blue Earth	SESW	34	Parks and Trails	acquired
33	109	26	Blue Earth	NESW	31	Parks and Trails	acquired
33	109	26	Blue Earth	NWSE	42	Parks and Trails	acquired
33	109	26	Blue Earth	NESE	41	Parks and Trails	acquired
33	109	26	Blue Earth	SESE	44	Parks and Trails	acquired
34	109	26	Blue Earth	SWSW	33	Parks and Trails	acquired
3	108	26	Blue Earth	NWNW	22	Parks and Trails	acquired
3	108	26	Blue Earth	NENW	21	Parks and Trails	acquired
3	108	26	Blue Earth	SESW	24	Parks and Trails	acquired
3	108	26	Blue Earth	SWNE	13	Parks and Trails	acquired
3	108	26	Blue Earth	NWSE	42	Parks and Trails	acquired
3	108	26	Blue Earth	NESE	41	Parks and Trails	acquired
2	108	26	Blue Earth	SWSW	33	Parks and Trails	acquired
2	108	26	Blue Earth	SESW	34	Parks and Trails	acquired
2	108	26	Blue Earth	SWSE	43	Parks and Trails	acquired
2	108	26	Blue Earth	SESE	44	Parks and Trails	acquired
1	108	26	Blue Earth	SWSW	33	Parks and Trails	acquired
1	108	26	Blue Earth	SESW	34	Parks and Trails	acquired
1	108	26	Blue Earth	NESE	41	Parks and Trails	acquired
6	108	25	Blue Earth	NWSW	32	Parks and Trails	acquired
6	108	25	Blue Earth	NESW	31	Parks and Trails	acquired
6	108	25	Blue Earth	NWSE	42	Parks and Trails	acquired
6	108	25	Blue Earth	NESE	41	Parks and Trails	acquired
6	108	25	Blue Earth	SENE	14	Parks and Trails	acquired
5	108	25	Blue Earth	SWNW	23	Parks and Trails	acquired
5	108	25	Blue Earth	SESW	24	Parks and Trails	acquired
5	108	25	Blue Earth	SWNE	13	Parks and Trails	acquired
5	108	25	Blue Earth	SENE	14	Parks and Trails	acquired
5	108	25	Blue Earth	NENE	11	Parks and Trails	acquired
4	108	25	Blue Earth	NWNW	22	Parks and Trails	acquired

EXHIBIT A

4	108	25	Blue Earth	NENW	21	Parks and Trails	acquired
4	108	25	Blue Earth	NWNE	12	Parks and Trails	acquired
33	109	25	Blue Earth	SWSE	43	Parks and Trails	acquired
33	109	25	Blue Earth	SESE	44	Parks and Trails	acquired
33	109	25	Blue Earth	NESE	41	Parks and Trails	acquired
34	109	25	Blue Earth	NWSW	32	Parks and Trails	acquired
34	109	25	Blue Earth	NESW	31	Parks and Trails	acquired
34	109	25	Blue Earth	SENE	14	Parks and Trails	acquired
34	109	25	Blue Earth	SESE	44	Parks and Trails	acquired
34	109	25	Blue Earth	NENE	11	Parks and Trails	acquired
35	109	25	Blue Earth	NWNW	22	Parks and Trails	acquired
35	109	25	Blue Earth	NENW	21	Parks and Trails	acquired
35	109	25	Blue Earth	NWNE	12	Parks and Trails	acquired
26	109	25	Blue Earth	SWSE	43	Parks and Trails	acquired
26	109	25	Blue Earth	SESE	44	Parks and Trails	acquired
25	109	25	Blue Earth	SWSW	33	Parks and Trails	acquired
25	109	25	Blue Earth	SESW	34	Parks and Trails	acquired
25	109	25	Blue Earth	SWSE	43	Parks and Trails	acquired
25	109	25	Blue Earth	SESE	44	Parks and Trails	acquired
30	109	24	Le Sueur	SWSW	33	Parks and Trails	acquired
30	109	24	Le Sueur	NWSW	32	Parks and Trails	acquired
30	109	24	Le Sueur	NESW	31	Parks and Trails	acquired
30	109	24	Le Sueur	NWSE	42	Parks and Trails	acquired
30	109	24	Le Sueur	SWSE	43	Parks and Trails	acquired
30	109	24	Le Sueur	SESE	44	Parks and Trails	acquired
31	109	24	Le Sueur	NENE	11	Parks and Trails	acquired
32	109	24	Le Sueur	NWNW	22	Parks and Trails	acquired
32	109	24	Le Sueur	NENW	21	Parks and Trails	acquired
32	109	24	Le Sueur	NWNE	12	Parks and Trails	acquired
32	109	24	Le Sueur	SWNE	13	Parks and Trails	acquired
32	109	24	Le Sueur	SENE	14	Parks and Trails	acquired
33	109	24	Le Sueur	SWNW	23	Parks and Trails	acquired
33	109	24	Le Sueur	SENE	14	Parks and Trails	acquired
33	109	24	Le Sueur	SWNE	13	Parks and Trails	acquired
33	109	24	Le Sueur	NWSE	42	Parks and Trails	acquired
33	109	24	Le Sueur	NESE	41	Parks and Trails	acquired
34	109	24	Le Sueur	NWSW	32	Parks and Trails	acquired
34	109	24	Le Sueur	NESW	31	Parks and Trails	acquired
34	109	24	Le Sueur	SESW	34	Parks and Trails	acquired
34	109	24	Le Sueur	SWSE	43	Parks and Trails	acquired
34	109	24	Le Sueur	SESE	44	Parks and Trails	acquired
35	109	24	Le Sueur	SWSW	33	Parks and Trails	acquired
35	109	24	Le Sueur	SESW	34	Parks and Trails	acquired
					Total Number of Trust Fund		0
					Value Per Forty		N/A
					Total Value of Permit		N/A

Exhibit B

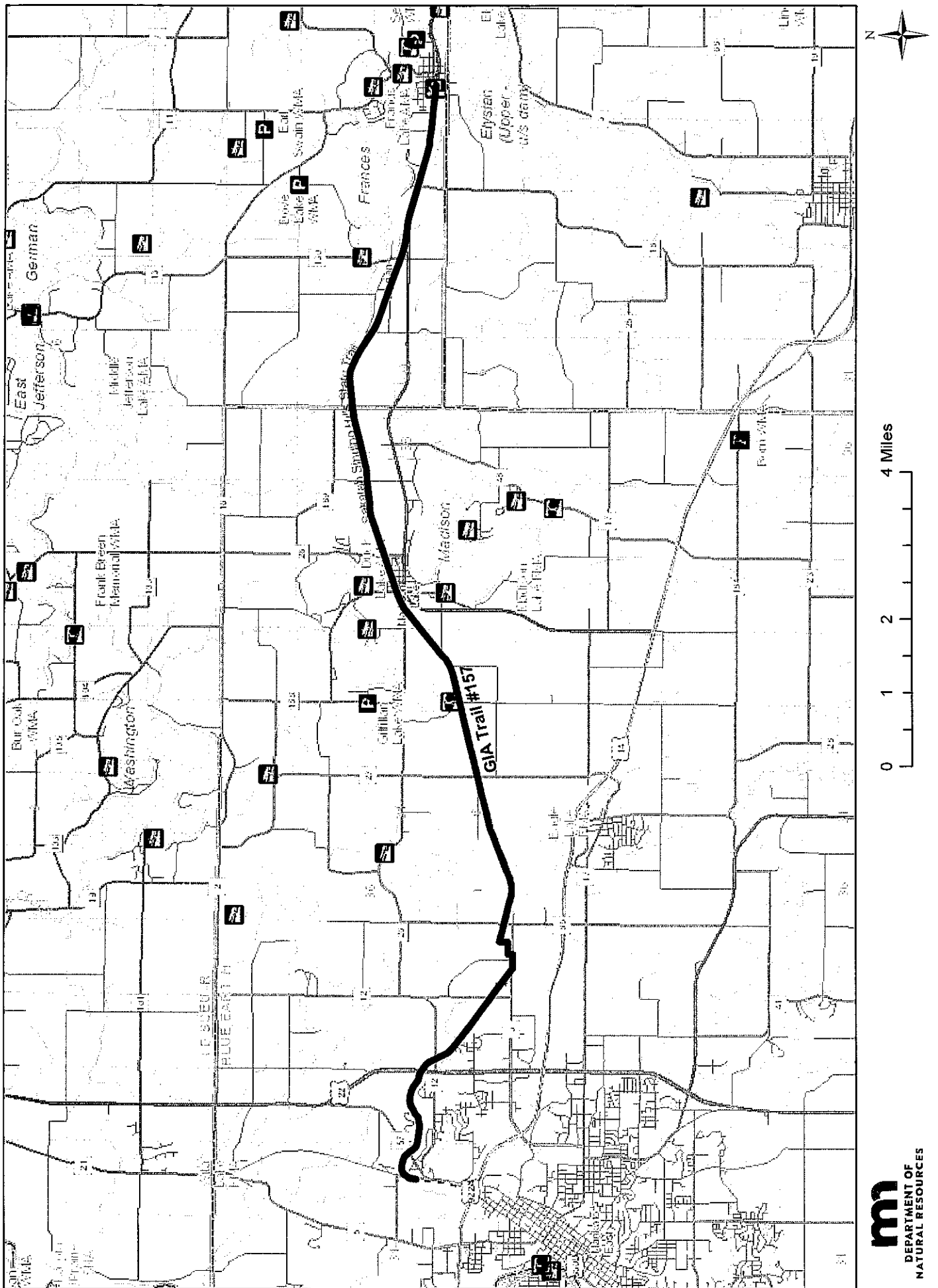


Exhibit C
Invasive Species
Last Revised July 7, 2012

Check all that apply	
<input checked="" type="checkbox"/>	Mandatory – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) 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 checked="" 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 LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE 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.

*BOARD of COMMISSIONERS
LE SUEUR COUNTY,
MINNESOTA*

*RESOLUTION AUTHORIZING SPONSORSHIP OF TRAILS
OPERATED BY THE LE SUEUR COUNTY SNOW TRAILS INC.*

WHEREAS, the County of Le Sueur acts as the legal sponsor for an application for funding to the State of Minnesota, Department of Natural Resources, for the maintenance of snowmobile trails managed by the Le Sueur County Snow Trails Inc. for the 2018-2027 snow seasons; and

WHEREAS, that upon approval of its application by the state, the County of Le Sueur may enter into an agreement with the State of Minnesota for the above referenced project and that it will act as the pass-thru for funds to the club as outlined in the Grant Contract Agreement; and

WHEREAS, the Le Sueur County Auditor-Treasurer is authorized to sign administrative correspondence with the Department of Natural Resources.

NOW THEREFORE BE IT RESOLVED, that the Le Sueur County Board of Commissioners hereby acknowledge that the Le Sueur County Auditor-Treasurer is hereby authorized to serve as the fiscal agent for the above referenced project.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Le Sueur County Board of Commissioners hereby also acknowledge that Darrell Haigler is appointed as the Le Sueur County Snow Trails Inc. Administrator to work with and assist Le Sueur County in administering this program.

Dated this 1st day of May, 2018.

LE SUEUR COUNTY BOARD OF COMMISSIONERS

Chairperson:

ATTEST: