

MEMORANDUM OF UNDERSTANDING
BY AND AMONG
THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES,
THE MINNESOTA DEPARTMENT OF TRANSPORTATION,
THE GITCHI-GAMI TRAIL ASSOCIATION,
COOK COUNTY, MINNESOTA,
LAKE COUNTY, MINNESOTA, AND
THE ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1st Day of November 2013, by and among the State of Minnesota, Department of Natural Resources (MnDNR), the State of Minnesota, Department of Transportation (MnDOT) the Gitchi-Gami Trail Association (GGTA), Cook County, Minnesota (Cook County), Lake County, Minnesota (Lake County) and the Arrowhead Regional Development Commission (ARDC).

WHEREAS, MnDNR's mission is to work with citizens to conserve and manage the state's natural resources, to provide outdoor recreation opportunities, and to provide for commercial uses of natural resources in a way that creates a sustainable quality of life; and

WHEREAS, MnDNR's Parks and Trails vision is to create unforgettable park, trail and water experiences that inspire people to pass along the love for the outdoors to current and future generations; and

WHEREAS, MnDOT's mission is to provide the highest quality, dependable, multi-modal transportation system through ingenuity, integrity, alliance, and accountability and

WHEREAS, MnDOT District One is committed to maintaining a safe and efficient Trunk Highway 61, as part of this commitment MnDOT fully supports the development of the Gitchi-Gami Trail.

WHEREAS, the GGTA is a 501-C3 non-profit organization operated by a Board of Directors; and

WHEREAS, the GGTA has a vision to promote, plan and construct a premier, recreational, non-motorized, paved trail that connects communities, state parks and attractions along the North Shore of Lake Superior and a mission to provide leadership and direction to plan, develop and sustain the Gitchi-Gami Trail; and

WHEREAS, Cook County, with the Cook County Board is the body elected to represent the citizens of the County and has an interest in having trails available for the citizens of, and visitors to Cook County, and approximately 44 miles of the Gitchi-Gami trail, once

completed will traverse Cook County; and

WHEREAS, Lake County, with the Lake County Board is the body elected to represent the citizens of the County and has an interest in having trails available for the citizens of, and visitors to Lake County, and approximately 45 miles of the Gitchi-Gami trail, once completed will traverse Lake County; and

WHEREAS, the Arrowhead Regional Development Commission (ARDC) is the designated regional transportation planning agency in northeast Minnesota, and

WHEREAS, two previous memoranda of understanding for the Gitchi-Gami trail have been signed in February of 1999 and August of 2001 by the MnDNR, MnDOT, and GGTA for a period of five years and those MOU's are now expired; and

WHEREAS, the previous memoranda of understanding committed the parties to pursuing state trail designation for a non-motorized trail from Two Harbors to Grand Marais, MN, and to constructing, managing, and maintaining such trail, and through such effort, Minnesota Statutes Chapter 85.015 was amended in May 1999 to include the Gitchi-Gami Trail as a state trail and 27.9 miles of trail has been constructed and a Master Plan approved in 2002; and

WHEREAS, the purpose of the Memorandum of Understanding is to outline roles and responsibilities for the planning, development, engineering, operation, maintenance, interpretation, resource management, and community relations activities of the Gitchi-Gami Trail; and

NOW THEREFORE, the parties agree as follows.

1. PLANNING

- 1.1 **Update of MnDNR Master Trail Plan.** In accordance with the Outdoor Recreation Act of 1975, MnDNR prepared the State Master Trail Plan for the Gitchi-Gami Trail. MnDNR will update such plan as necessary, and involve the other MOU partners in such update.
- 1.2 **Revision of MnDNR State Park Unit Plans.** In accordance with Minnesota Statutes, Section 86A.09, MnDNR has reviewed and revised, as necessary, unit plans for all affected state parks.
- 1.3 **Preparation of Funding Proposals**
 - 1.3.1 MnDNR and MnDOT will cooperate in the preparation of funding proposals for trail activities such as planning, administration, construction, operations, and maintenance.

- 1.3.2 Funding sources may include, but are not limited to, federal transportation programs, Legislative Commission on Minnesota Resources (LCMR) grants, State Bonding, Legacy Funds, State General Fund, National Recreation Trail Grant Program, National Scenic Byway Discretionary grants, and other funding resources that may become available.
- 1.3.3 Cook and Lake Counties may actively pursue funding proposals through the state legislature, as well as via other funding sources. They may involve additional partners, such as the Minnesota Parks and Trails Council in seeking funding for trail construction, maintenance and/or interpretation.
- 1.3.4 The GGTA will be responsible for preparing any funding proposals that strictly relate to its operations, which may include but are not limited to, staffing, strategic planning, website development, merchandise development, and special events.

1.4 **Trail Right-of-Way**

- 1.4.1 For a trail project initiated by MnDNR, said agency will attempt to secure all trail right-of-way. The GGTA and the appropriate County government will assist MnDNR in identifying and meeting with affected landowners.
- 1.4.2 For a trail segment initiated by MnDOT, said agency will attempt to secure all trail right-of-way. MnDNR, the GGTA and the appropriate County government will assist MnDOT in identifying and meeting with affected landowners.

1.5 **Donations.** When proposed donations of privately or publicly donated trail amenities occur, MN DNR will share this information and have discussions with the other MOU partners prior to accepting or declining the gift.

1.6 **ARDC Participation.** ARDC will provide staff assistance for at least one annual meeting, and the preparation of educational and informational materials wherein. ARDC shall be compensated by the other MOU participants in the sum of \$2,500.00 per year of participation.

2. **ENGINEERING**

2.1 **MnDNR Initiated Projects.** For a trail segment initiated by MnDNR, said agency will be responsible for completing all design and construction engineering, subject to adequate funding.

- 2.2 **Mn/DOT Initiated Projects.** For a trail segment initiated by MnDOT, said agency will be responsible for completing all design and construction engineering.
- 2.3 **Engineering Agreements.** MnDNR or MnDOT may request the support of the other agency to take on the responsibility for the design and/or construction engineering of a particular trail segment. Such an exchange would require a separate agreement between the two agencies.
- 2.4 **Project Partner's Role in Design Review.** MnDNR will seek input from Mn/DOT, GGTA, and Cook and Lake Counties in trail design issues.

3. OPERATIONS

- 3.1 **Administration.** MnDNR will be responsible for all administrative activities associated with trail operation and management. The GGTA, MnDOT, Cook and Lake Counties, and ARDC will have a supportive role to MnDNR where applicable.
- 3.2 **Emergency Services.** MnDNR will continue to collaborate with local emergency service providers and the GGTA in establishing and implementing procedures regarding emergency services along the trail.
- 3.3 **Rules Development.** MnDNR will be responsible for amending its rules if needed. The GGTA, MnDOT, and Cook and Lake Counties will assist in identifying regulations particular to the Gitchi-Gami Trail and the best way to enforce them.
- 3.4 **Enforcement Activities.** MnDNR will be responsible for establishing and implementing all procedures regarding enforcement activities along the trail. MnDNR will collaborate with local agencies, local units of government, and the GGTA on these activities.
- 3.5 **Special Events**
 - 3.5.1 "Special event" means an event held along the trail that is not normally allowed, that causes significant environmental effects, or that is likely to attract large numbers of people that could disrupt normal use of the trail.
 - 3.5.2 Any special event whether organized by the GGTA or any other local unit of government, agency, or organization must receive a Special Events permit from the MnDNR. The procedures for obtaining such a permit shall be consistent with Minnesota Rules 6100.0550.

- 3.5.3 Special event permits must be obtained for any event in which the trail or trail head facilities will be used. If the event is to occur within a MnDNR State Park or MnDOT right-of-way, then additional permits, where applicable, may be necessary.
- 3.5.4 For any event that involves the crossing of Highway 61, MN DOT will be consulted regarding safety procedures and any needed MN DOT operations (placement of traffic cones, barricades, temporary signage, etc.)

4. MAINTENANCE

4.1 Routine Maintenance

- 4.1.1 MnDNR will be responsible for coordinating all routine maintenance activity associated with the trail, subject to adequate funding. Such activity will include but is not limited to sweeping, mowing, weed control, root problems, litter pickup, and tree and brush removal. MnDNR and MnDOT will collaborate on bridge and culvert inspection activities.
- 4.1.2 MnDNR and GGTA will work collaboratively to establish a volunteer maintenance program for the trail.
- 4.1.3 MnDNR is responsible for maintaining regulatory and safety signing along the trail, while MnDOT is responsible for maintaining trail-related informational and safety signing along Trunk Highway 61, and Cook and Lake County are responsible for maintaining trail-related safety signage along any county roads the trail may cross or be co-located upon.

- 4.2 **Trail Rehabilitation.** MnDNR will coordinate all rehabilitation activities associated with the trail, subject to adequate funding. Such activities will include but are not limited to crack filling, surface repair due to minor washouts, asphalt replacement, and/or other similar activities. MnDNR and MnDOT shall work cooperatively to fund rehabilitation activities.
- 4.3 **Emergency Repair.** MnDNR will coordinate all emergency repair activities associated with the trail, subject to adequate funding. MnDNR and MnDOT shall work cooperatively to fund emergency repair activities.
- 4.4 **Establishment of Maintenance Agreements.** MnDNR may enter into maintenance agreements with other parties.

- 4.5 **GGTA's Role.** The GGTA will have an advisory role regarding the identification of maintenance priorities and the establishment of maintenance agreements.

5. INTERPRETATION AND RESOURCE MANAGEMENT

- 5.1 **Interpretation Activities.** MnDNR will coordinate all interpretation activities associated with the trail, subject to adequate funding.
- 5.2 **Resource Management Activities.** MnDNR will be responsible for vegetation management and for monitoring impacts to cultural and natural resources caused by trail activities and will take steps to mitigate those impacts using best management practices. In addition, MnDNR will continue to look for opportunities to enhance the trail user experience through resource management activities.
- 5.3 **Education and Informational Materials.** ARDC will provide support in the preparation of educational and informational materials including printing of such materials.

6. COMMUNITY RELATIONS

- 6.1 **Maintaining Strong Community Relations.** MnDNR, MnDOT, GGTA, and Cook and Lake Counties shall all take an active role in developing and maintaining strong community relations with local units of governments, chambers of commerce, and other related organizations.
 - 6.1.1 All MOU partners other than ARDC will participate in co-hosting public meetings for trail construction projects within their jurisdiction.
- 6.2 **Working with Property Owners.** MnDNR, MnDOT, GGTA, and Cook and Lake Counties (within their jurisdiction) will work cooperatively to meet with property owners to discuss issues pertaining to right-of-way.

7. DEVELOPMENT OF WORK PLANS

- 7.1 **Annual Meetings.** Representatives from MnDNR, Mn/DOT, GGTA, and Cook and Lake Counties will meet to collaborate on work plans.
- 7.2 **Establishment of Operations Annual Work Plan.** The purpose of these meetings will be to establish an Operations Work Plan and monitor its implementation throughout the year. Elements of the work plan will include a review of existing operating procedures, maintenance priorities, and an overview of each agency's, government's, or group's responsibilities toward implementing the work plan.

7.3 **GGTA Meetings.** Each entity shall appoint a representative to attend GGTA meetings. Each representative shall attend 1 meeting per quarter, unless requested otherwise.

7.4 ARDC will attend a minimum of one annual meeting for the duration of this memorandum.

8. MISCELLANEOUS

8.1 **Enforceable Rights.** This MOU does not create rights enforceable by any party to this MOU or any other person or entity.

8.2 **Non-Waiver.** By executing this MOU, none of the parties shall be deemed to have waived, released or contracted away any powers, obligations or responsibilities granted or imposed by law.

8.3 **Termination or Suspension.** Any party to this MOU may withdraw from it upon written notice to all other parties.

9. EFFECTIVE DATE

9.1 This MOU shall take effect when all parties hereto have executed this document. The MOU will terminate after ten (10) years at which time it may be renewed or revised.

THESE PARTIES HERETO EXECUTE THIS MEMORANDUM OF UNDERSTANDING THROUGH THEIR AUTHORIZED REPRESENTATIVES

MINNESOTA DEPARTMENT OF NATURAL RESOURCES



COURTLAND NELSON
Director, Parks and Trails Division

26 Feb 14

Date

MINNESOTA DEPARTMENT OF TRANSPORTATION



DUANE HILL
District Engineer, District 1

5/2/14

Date

GITCHI-GAMI TRAIL ASSOCIATION



MARK SANDBO
President

10/15/2013

Date

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

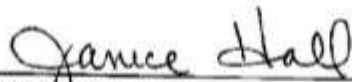


PAT HENDERSON
Executive Director

10/14/13

Date

COOK COUNTY


JANICE HALL

Chair

2-25-14

Date

LAKE COUNTY



RICH SVE
Chair

October 12, 2016

Date

Attest: 
Clerk of the Board