

Highway Sponsorship License

C.S. **XXXX** (T.H. **XX**)

County of _____

HSL # _____

Sponsor: _____

Expiration Date: **XX/XX/XXXX**

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS. ATTACH EXHIBIT A (MAP OF SPONSORSHIP AREA), EXHIBIT B (HIGHWAY SPONSORSHIP PLAN), AND IF VOLUNTEERS – ATTACH EXHIBIT C (CONSENT FORM FOR VOLUNTEERS UNDER 18 YEARS OF AGE) AND IF LANDSCAPE - ATTACH EXHIBIT D (HIGHWAY SPONSORSHIP LICENSE ROADSIDE VEGETATION & LANDSCAPING MAINTENANCE STANDARDS).]

HIGHWAY SPONSORSHIP LICENSE

In accordance with Minnesota Statute §160.801, the State of Minnesota, through its Commissioner of Transportation (“MnDOT”), hereby grants a non-exclusive Highway Sponsorship License (“License”) to, _____ [Fill in name of business, civic group, or individual] (“Sponsor”), upon the terms and conditions set forth herein, to improve and maintain the area within the right-of-way of Trunk Highway No. _____ as shown in red on **Exhibit A** (“Sponsorship Area”) in strict accordance with the terms and conditions of this License. Use of the Sponsorship Area is governed by Minnesota Statute §160.801, and may be further limited by applicable law.

In addition, the following special provisions apply:

SPECIAL PROVISIONS

1. **TERM.** This License commences on _____, 20____, and ends at 11:59PM on **xx/xx/xxxx** (“Expiration Date”) [2-10 year term] subject to the right of termination by MnDOT, with or without cause, by giving the Sponsor one hundred twenty (120) days notice of such termination. Notwithstanding anything herein to the contrary, in the event of an emergency, as determined in MnDOT’s sole discretion, MnDOT may terminate this License by giving Sponsor twenty-four (24) hours notice. This License will not be renewed except as provided below.
 - a. **Termination by Sponsor.** At any time during the term, Sponsor may terminate this License by providing thirty (30) days written notice to MnDOT.
 - b. **Renewal.** If this License has not expired or terminated, MnDOT may renew this License for an additional term of [2-10 years] in its sole discretion, provided that Sponsor 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

License term will be under the same terms and conditions in this License unless otherwise specified in writing by MnDOT at the time of renewal.

At the time of renewal, MnDOT will inspect the Sponsorship Area to ensure the use of the Sponsorship Area is in compliance with the terms and conditions of this License and that the use of the Sponsorship Area is compatible with the safe and efficient operation of the highway. If, in MnDOT's sole determination, modifications and repairs to the Sponsorship Area are needed, MnDOT will notify the Sponsor of the required modifications and repairs and the Sponsor will perform the work required by MnDOT.

- c. **Expiration of term.** If the Sponsor's written request to extend the term is not timely given, this License will expire on the Expiration Date.
- d. **Release and waiver.** Sponsor hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from, or related to, any cancellation, expiration, or termination of this License by MnDOT for any reason whatsoever. Sponsor agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation, expiration, or termination of the License. Sponsor agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.
- e. **FHWA APPROVAL. Final execution of this License is subject to review and concurrence by the Federal Highway Administration (FHWA). Should such concurrence by FHWA be denied or rescinded, this License shall be subject to cancellation as set forth above.**

2. **SPONSOR RESPONSIBILITIES AT EXPIRATION OR TERMINATION OF TERM.**

Upon the Expiration Date or earlier termination, at its sole cost and expense Sponsor will remove any and all improvements (including any plant material) within the Sponsorship Area placed by Sponsor on the Sponsorship Area, unless prior written approval is granted by MnDOT. Such prior written approval by MnDOT must be granted prior to the Expiration Date or earlier termination of this License. Sponsor shall restore the Sponsorship Area to a condition satisfactory to the MnDOT District Engineer.

If within thirty (30) days of the Expiration Date or earlier termination date, the Sponsor fails to remove the improvements and any other items, including plant materials, and fails to restore the Sponsorship Area, MnDOT will perform these activities and bill the Sponsor for the expense of removal of the improvements and other items and restoration of the Sponsorship Area. Upon receipt of an invoice from MnDOT, Sponsor will immediately reimburse MnDOT for the costs of the removal of the improvements and other items, and restoration of the Sponsorship Area.

If, without MnDOT's written consent, Sponsor continues to occupy the Sponsorship Area after the Expiration Date or earlier termination date, Sponsor will remain subject to all conditions, provisions, and obligations of this License. Sponsor will pay all MnDOT costs and expenses, including attorneys' fees, in any action brought by MnDOT to

remove the improvements and other items, restore the Sponsorship Area, and evict the Sponsor from the Sponsorship Area.

3. **USE OF SPONSORSHIP AREA.** Use of the Sponsorship Area is limited to the use approved by MnDOT in the Highway Sponsorship Plan # _____ (“HSP”), attached hereto as **Exhibit B**. This License is intended to be interpreted in harmony with the HSP. However, if any requirement in this License is inconsistent and irreconcilable with a provision found in the HSP, the provision in this License shall prevail.

i. Prior to accessing the Sponsorship Area for any reason, including installation of plant material and regular maintenance activities, Licensee shall notify the area Truck Station at least ten (10) business days in advance of the time(s) and date(s) of Sponsor’s work. Such contact shall be to the _____ at:

- ii. _____
- iii. _____
- iv. _____

a. **Utilities.** The Sponsor shall preserve and protect all utilities located in the Sponsorship Area at no expense to MnDOT. The Sponsor shall contact MnDOT and use the "Gopher State One Call" excavation notice system, as required under Minnesota Statute Chapter 216D, at least 48 hours prior to any excavation that disturbs the soil (Phone 651-454-0002 Twin Cities Metro Area or Toll Free 1-800-252-1166).

b. **Drainage structures.** Sponsor shall not disturb or damage any drainage structures. The Sponsor agrees that it will verify the location of any drainage facilities within the Sponsorship Area.

c. **Prohibited uses.** The Sponsor’s use of the Sponsorship Area will in no way impair or interfere with the safety and convenience of the traveling public in its use of the highway. Prohibited uses of the Sponsorship Area include, but are not limited to, the following:

- Fences, other than as identified and approved by MnDOT in writing.
- Storage of personal effects or property.
- Any commercial activities.
- Removal of trees located in the Sponsorship Area without express written approval from MnDOT.
- Depositing dirt, sand and other material on the traveled roadway or shoulder.
- Disturbing or destroying survey monuments.
- Parking is prohibited on the highway and shoulders.
- Buildings, advertising devices or other structures. If MnDOT determines that Sponsor has engaged in any prohibited uses, including those listed above, or has allowed others to engage in such uses, this License may be immediately terminated in MnDOT’s sole discretion. Sponsor will be responsible for all costs

incurred to remedy the prohibited use, including but not limited to, the costs of re-establishing survey monuments.

- d. **Use of volunteers.** Sponsor may use volunteers to complete Sponsorship activities in the Sponsorship Area. A volunteer under this License is a person that is not an employee or contractor of the Sponsor. Sponsor is responsible for ensuring the safety of all persons in the Sponsorship Area, including volunteers. Sponsor and its volunteers must limit work to the Sponsorship Area. All persons in the Sponsorship Area, including volunteers, must be at least 12 years of age. Sponsor will not permit any person under the age of 12 to be present on the Sponsorship Area under any condition. For each volunteer between the ages of 12 and 17, Sponsor will obtain the written consent of the volunteer's parent or legal guardian to participate using the form attached as **Exhibit C** ("Consent Form"). Sponsor will provide one adult supervisor for every 3 participants between the ages of 12 and 17. The Sponsor must provide copies of all signed Consent Forms for volunteers under 18 to MnDOT's Highway Sponsorship Director prior to entrance on the Sponsorship Area.
- e. **Safety** - Sponsor agrees that MnDOT has no duty or obligation to monitor Sponsor's use of the Sponsorship Area to determine the safe use thereof and that Sponsor is solely responsible to ensure the Sponsor's use of the Sponsorship Area is safe.

Sponsor understands and recognizes the hazardous nature of activities related to a Highway Sponsorship project. Hazards include, but are not limited to, exposure to weather, uneven terrain, plant life, wildlife, nearby traffic, pollutants, needles, solid and regulated waste, and hazardous waste. The Sponsor will inform all persons in the Sponsorship Area of the hazardous nature of working within the Sponsorship Area.

MnDOT retains the right to limit and/or restrict any activity on the Sponsorship Area, including the assemblage of volunteers.

- f. **Personal protective equipment required.** All persons, including volunteers, in the Sponsorship Area must wear a MnDOT-approved High Visibility Safety Vest (ANSI/ISEA 107, Class 2, Level 2) and Soft Cap/Hard Hat. Prior to working in the Sponsorship Area, all Sponsorship personnel, including volunteers, must view the MnDOT Adopt-a-Highway Safety video.
4. **INSTALLATION.** Sponsor is responsible for implementation of the HSP, including supervision, installation, and maintenance, at no cost or expense to MnDOT. The Sponsor will perform all work and maintenance in the Sponsorship Area in accordance with the MnDOT approved HSP. The Sponsor will utilize procedures that comply with existing MnDOT standards for the safe and efficient operation of the highway. Sponsor agrees that all improvements or items placed upon the Sponsorship Area by Sponsor are at the risk of the Sponsor and that MnDOT is not liable for any damage or theft of the improvements or items.
- a. **Traffic Control** Traffic control must be coordinated with the Director of Highway Sponsorship and the appropriate Work Zone Supervisor to determine if a traffic

control plan is required. Traffic control plans must observe MnDOT's Allowable Lane Closure Manual when planning and scheduling lane and shoulder closures. Traffic control will be at the expense of the Sponsor.

5. **MAINTENANCE**. Any and all maintenance of the Sponsorship Area shall be provided by the Sponsor at its sole cost and expense, including landscape design, mowing, pruning, watering, weed control, fertilization, and replanting. The Sponsorship Area must be maintained in compliance with the terms and conditions of this License, the HSP and the Highway Sponsorship Roadside Vegetation & Landscaping Maintenance Standards located in **Exhibit D**.
6. **SPONSOR ACKNOWLEDGEMENT**. At MnDOT's sole discretion, a Sponsor Acknowledgement sign and/or plaque may be erected to inform the traveling public that a highway-related service has been sponsored by the Sponsor. Acknowledgement signs may not be available in every location, as regulatory, warning and guide signs take priority over Sponsor Acknowledgement signs, and MnDOT traffic will determine if sign placement is allowable near the Sponsorship Area. Acknowledgement Signs are subject to the requirements of the Minnesota Manual on Uniform Traffic Control Devices, Federal Highway Administration Order 5160.1A, and all applicable laws. All sponsorship licenses involving the Interstate highway system shall be approved by the FHWA Division Administrator.
7. **INSPECTION**. MnDOT may inspect the Sponsorship Area at any time. The Sponsor must correct any unsafe conditions or violations of the terms of this License or the HSP upon notification by MnDOT. MnDOT may direct the Sponsor to take such remedial measures as MnDOT deems necessary. MnDOT may require the Sponsor to suspend operations until suitable remedial plans are approved and implemented. MnDOT will have no liability to the Sponsor for exercising its rights under this provision.
8. **INSURANCE**. During the term of this License, the Sponsor will, at its sole cost and expense, procure and maintain the insurance coverage stated below. This License is contingent upon and will not go into effect until Sponsor has provided MnDOT with a certificate of insurance clearly showing the coverage required below has been obtained.
 - a. **Required commercial general liability coverage**. Sponsor must procure and maintain commercial general liability insurance, or equivalent form, including premises-operations liability, products/completed operations liability (if applicable), contractual liability, and fire legal liability with a limit of not less than \$2,000,000 for each occurrence. If such insurance contains a general aggregate limit, it will be equal to, or greater than, \$2,000,000. The insurance shall name the State of Minnesota as an additional insured with respect to performance of this License. The insurance shall be primary with respect to any insurance covering Sponsor, its officers, employees and volunteers. An umbrella or excess liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by this License.
 - b. **Required vehicle coverage**. During the full term of this License Sponsor shall maintain auto liability insurance for all vehicles involved in work related to this License with minimum liability limits as required by law.

- c. **Workers' compensation coverage.** Sponsor is responsible for its own employees, contractors, subcontractors, agents for any claims arising under the Workers' Compensation Act. Sponsor shall maintain during the full term of this License workers' compensation insurance meeting statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident. If Minn. Stat. § 176.041 exempts Sponsor from Workers' Compensation insurance, or if Sponsor has no employees in the State of Minnesota, Sponsor must provide a written statement, signed by the authorized signer of this License, stating the qualifying exemption that excludes Sponsor from Minnesota Workers' Compensation requirements. If, during the course of the License term, Sponsor is required by law to comply with Workers' Compensation requirements, Sponsor will immediately comply with such requirements and promptly provide MnDOT with a certificate of insurance evidencing compliance.
 - d. **Requirements upon receipt of cancellation notice.** If Sponsor receives a cancellation notice from an insurance carrier affording coverage required by this License, Sponsor shall notify MnDOT within 5 business days by providing a copy of the cancellation notice unless Sponsor's policy contains a provision that coverage afforded under the policy will not be cancelled without at least 30-day advance written notice to MnDOT.
 - e. **Renewal or replacement of policy.** Annually, and upon any renewal or replacement of an insurance policy required by this License, Sponsor must provide to MnDOT's Highway Sponsorship Program Director a certificate of insurance for the renewal or replacement policy.
9. **MECHANICS' LIENS.** Sponsor (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 work undertaken in the Sponsorship Area and/or the Sponsorship Area itself from, or on account of, any work done or materials furnished by it (or any of them) under any agreement or any amendment or supplement to any agreement.
10. **INDEMNITY AND LIABILITY.** Sponsor shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, MnDOT, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, 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 Sponsor's property) occurring on the Sponsorship Area or connected with Sponsor's use and occupancy of the Sponsorship Area, except when such injury, death, loss or damage is caused solely by the negligence of the State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Sponsor or otherwise discover or prevent actions or operations of Sponsor giving rise to liability to any person;

- b. claims arising or resulting from the temporary or permanent termination of user rights on any portion of highway right of way over which this License 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 installation, maintenance or use of the Sponsorship Area by the Sponsor.

MnDOT's liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minnesota Statutes Section 3.736) and other applicable law.

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

a. **To Sponsor at:**

- i. Name: [fill in name]
- ii. Title: [fill in title]
- iii. Address: [fill in address]
- iv. Phone: [fill in phone]
- v. Email: [fill in email]

b. **To MnDOT at:**

- i. Name: Jessica Oh, or successor
- ii. Title: Highway Sponsorship Program Director
- iii. Address: 395 John Ireland Blvd., Mail Stop 630
 - (a) St. Paul, MN 55155
 - (b) Phone: 651-366-4939
 - (c) jessica.oh@state.mn.us

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

12. **MISCELLANEOUS PROVISIONS.**

- a. **Applicable law.** This License does not release the Sponsor from any liability obligation imposed by law. Sponsor, at its sole cost and expense, agrees to comply with and maintain the Sponsorship Area in compliance with all applicable laws, statutes, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Sponsorship Area. If the Sponsorship Area is deemed not in compliance with applicable laws, MnDOT may enter the Sponsorship Area and perform such obligation without liability to Sponsor for any loss or damage to Sponsor thereby incurred, and Sponsor shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

- b. **Civil Rights.** The Sponsor for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Sponsorship Area described in the HSP for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Sponsor will maintain and operate the improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, creed, religion, national origin, sex, marital status, sexual orientation (including by definition, gender identity), status with regard to public assistance, disability or age, and other applicable State laws will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements
- c. **Assignment.** Sponsor may not assign this License or transfer any rights or obligations of this License.
- d. **Use is subordinate.** Any use permitted by this License shall remain subordinate to the right of MnDOT, in its sole discretion, to use the Sponsorship Area for highway and transportation purposes or any other purpose. This License does not grant any interest whatsoever in land or property (including, but not limited to, an easement) to Sponsor or any other person or entity. No rights to relocation benefits are established by this License. This License is non-exclusive and is granted subject to the rights of others, including, but not limited to, utilities which may occupy the Sponsorship Area now or in the future.
- e. **As-is condition.** The Sponsor accepts the Sponsorship Area in an as-is condition. MnDOT makes no representations or warranties about the condition of the site, nor its suitability for Sponsor's intended use.
- f. **Contamination.** The Sponsor 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 Sponsorship Area or the State's right of way. In the event of spillage of regulated materials, the Sponsor shall notify MnDOT's District Engineer in writing 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 Sponsor.
- g. **Non-establishment of certain facilities.** This License does not establish a permanent park, recreation area or wildlife or waterfowl refuge within the Sponsorship Area that would become subject to Section 4(f) of the Federal-Aid Highway Act of 1968. Sponsor is prohibited from establishing any such facility in the Sponsorship Area.
- h. **Waiver.** If MnDOT fails to enforce any provision of this License, such failure does not waive the provision or MnDOT's subsequent right to enforce it.
- i. **Government data practices.** Sponsor and MnDOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnDOT under this License, and as it applies to all data created, collected received, stored, used, maintained or disseminated by Sponsor under this License. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Sponsor or

MnDOT. If Sponsor receives a request for data related to this License or HSP, Sponsor must immediately notify MnDOT and consult with MnDOT as to how Sponsor should respond to the request. Sponsor's response to the request must comply with applicable law.

- j. **Incorporation of exhibits.** Exhibit A, Sponsorship Area; Exhibit B, Highway Sponsorship Plan ("HSP"); **Exhibit C, Consent Form for Volunteers Under 18 years of age, [remove this if not applicable]**, and Exhibit D Highway Sponsorship License Roadside Vegetation & Landscaping Maintenance Standards are hereby incorporated into this License by reference. **[If there are additional exhibits list them in this paragraph.**
- k. **Interpretation.** Minnesota law, without regard to its choice of law provisions, governs the interpretation of this License. The subject headings of the paragraphs or subparagraphs of this License are excluded for purposes of construction and interpretation of any of the provisions of this License. If any portion of this License, or the application thereof, is found to be invalid, the invalidity shall not affect other provisions or applications of this License which can be given effect without the invalid provision or application.
- l. **Counterparts.** This License may be executed in one or more counterparts, each of which shall constitute an original but which, when taken together, including any counterpart signature pages signed separately but by all parties in total, shall be deemed to be one instrument.
- m. **Survival of terms.** All terms which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or cancellation of this License, including, but not limited to, the following clauses: 1(d), Release and waiver; 2. Sponsor responsibilities at expiration or cancellation; 3(c), Prohibited uses; 6. Sponsor Acknowledgement; 8. Insurance; 9. Mechanics' liens; 10. Indemnity; 11. Notices; and 12. Miscellaneous provisions.
- n. **Agreement complete.** Except for those which are set forth in this License and incorporated exhibits, no representations, warranties, or agreements have been made by MnDOT or the Sponsor to one another with respect to this License. Any amendment to this License or to the HSP must be in writing and will not be effective until executed and approved by the same parties who executed this License, or their successors.

The remainder of this page is intentionally blank.

MINNESOTA DEPARTMENT OF TRANSPORTATION

XXXXXXX (SPONSOR)

RECOMMENDED FOR APPROVAL

By _____

By: _____
District
Engineer

Its _____

And _____

Date _____

Its _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

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

Exhibit A: Sponsorship Area

A map or Google earth image/map of sponsorship area with desired project area clearly indicated.

SAMPLE

Exhibit B: Highway Sponsorship Plan

The information below describes additional requirements for project implementation and ongoing maintenance to be performed by the Sponsor. The Highway Sponsorship Proposal is attached hereto and hereby incorporated herein, and, with the additional requirements listed below, is collectively known as the Highway Sponsorship Plan.

Project Name: *Example: TH 95/TH96 EOR Kittentail Highway Sponsorship Project*

Highway Sponsorship Number: *Example: HSP19-002*

Location: (address)

City:

County:

CS: (Control Sections)

GPS: (add in Placemark in Google Earth) + description

Township/Range/Section: (*Example 136N 43W 11*)

(REMOVE OR ADD SECTIONS)

REQUIRED SECTIONS:

- A. Sponsor
- B. Proposed Installation & Maintenance Schedule
- C. Project Description
- D. Site Preparation/Installation Plan, which plan includes a delineation of existing Right of way line
- E. Plant Establishment/Maintenance Plan
- F. Traffic Control (indicate if required): YES/NO
- G. Construction Stormwater Permit: (indicate if required): YES/NO
- H. Utilities in the Right of Way (indicate if additional consultation is required): YES/NO
- I. Labor plan: (volunteer requirements or reminders for PPE for employees/vendors)
(Required if using volunteers)

OPTIONAL SECTIONS:

- A. Additional Partner Organizations
- B. Community engagement: (add any additional requirements here)
- C. Organizations recognized on Sponsors Acknowledgement Sign

Exhibit C: Consent Form for Volunteers Under 18 years of age

Thank you for participating in the enhancement and maintenance of a highway sponsorship project through MnDOT's Highway Sponsorship Program. All volunteers between 12 and 17 years of age participating in volunteer activities such as planting, pruning, weeding, or litter pick up, must have the written consent of a parent or legal guardian to participate in highway sponsorship activities. **Please complete this form and submit it to the Highway Sponsorship Director, contact information located here: (add link)**

A form is required for each volunteer between the ages of 12 and 17.

Highway Sponsoring Organization:

I give my permission for (print name) _____ to act as a volunteer for highway sponsorship activities as part of the Highway Sponsorship License for (insert Highway Sponsorship Organization name) _____.

Please include any allergies, medical alerts, requests for reasonable accommodation, etc)

Parent/Guardian Signature

Date

Parent/Guardian Name (print)

Date

Exhibit D. Highway Sponsorship License Roadside Vegetation & Landscaping Maintenance Standards

X - Optimum time

O - Less than optimum time

ACTIVITY	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Pruning	See Table 1 on page 2 for best time for specific species											
Conifers	XXXX	XXXX	XXXX	XXXX	XOOO	OXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
Deciduous Trees/Shrubs (Except Oak)	XXXX	XXXX	XXOO	OOOO	OOOO	OOOO	OOOO	OOOO	OOXX	XXXX		XXXX
Oak Trees	XXXX	XXXX	XXXO				OOOO	OOOO	OOOO	OXX	XXXX	XXXX
Weed Control	Planting beds (if proposed) must be kept in a weed free condition											
Mow 5' from bed edges				--OO	OXX	XXXX	XXXX	XXXX	XXOO	O---		
Re-mulch			--OO	OXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXO	OO--	
Herbicide	Must be applied by a Licensed Pesticide Applicator – See MnDOT 2571.3K2a for methods											
Fertilization	See Table 5 for rates of application											
Shrubs Trees			---O	XXXX	O---							
Turf								---O	XXXX	O---		
Insect and Disease	Time of control depends on the type of insect or disease and when it is detected											
Watering	During first and second growing season approximately once a week or as needed to maintain adequate but not excessive soil moisture											
Maintain Rodent Protection	OOOO	OOOO	OOOO	OOOO	OOOO				OXX	XXXX	XXOO	OOOO
Mowing – Prairie Establishment						--OO	XXXX	XXXX	XXXX	OO--		
Mowing – Turf Establishment					OXX	XXXX	XXXX	XXXX	XXXX	XXOO		

Replant – Coniferous				-OXX	XXOO			--OX	XXXO			
Replant – Deciduous – B&B, B.R.				-OXX	XXXX	O---				OXXX	XO--	
Replant – Container Plants				-XXX	XXXX	XXXO	O000	000X	XXXX	X000		
Replant –Turf				---O	XXXX	XXOO	O000	--OX	XXXX	OO--		

Table 1 – Required Landscape Maintenance Activities

Plant Groups	Pruning		Weed Control	Fertilization	Watering	Insect and Disease Control	Rodent Protection	Removals and Replacements
	When To	Type of						
Evergreen Tree	Anytime- Dry Conditions	Corrective and Deadwood Removal	Maintain Mulch at a 3" minimum depth and a 2' minimum radius around trees in mowed areas in a weed free condition	Yes	Yes until established (2 years Supplemental Watering may be needed during drought periods (especially during July and August) Even after plants are established	As Needed - Remove diseased plants which pose threats to adjacent plantings.	Yes – Pine Only	Remove all Dead Plants. Replace dead or dying plants unless the visual appearance or design intent are not noticeably compromised by the lost plants.
Shade Trees	Deadwood removal anytime, when dormant for other pruning			Yes				
Oaks	Not in April, May, June, or July.			Yes				
Honeylocust	When Dormant, not when Humid or Wet			Yes				
Ornamental Trees	Deadwood removal anytime, when dormant for			Yes				

Plant Groups	Pruning		Weed Control	Fertilization	Watering	Insect and Disease Control	Rodent Protection	Removals and Replacements
	When To	Type of						
	other pruning							
Evergreen Shrubs	Anytime – Dry Conditions	Deadwood Removal	Maintain mulch at 3" min. depth in a weed free condition until shrub crown closure	Yes		No – Rodent protection is generally not practical for mass shrub plantings. Maintaining clean mulched planting areas free of weed growth will reduce problems		
Deciduous Shrubs	Dormant	Corrective and renewal		Yes				
Vines	Dormant		No					
Groundcovers	Not Needed		Yes					

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

** Do not prune apples, crabapples or Mountain Ash during April, May and June.

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes

Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed. Remove diseased plants that pose threats to adjacent plantings.	Yes - Pine Only	Remove all dead plants. Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.		Yes	
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

Table 3. PRUNING STANDARDS

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years.
Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.*
Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions.

Tall shrubs do not need to be fertilized if leaf color remains normal.

** Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).