

Purchase Order 3-152244

Contract Number 159085

**STATE OF MINNESOTA**

**OFF-HIGHWAY VEHICLE (ALL-TERRAIN VEHICLE, OFF-HIGHWAY MOTORCYCLE OAND/OR OFF-ROAD VEHICLE)**

**GRANT CONTRACT AGREEMENT**

This grant contract is between the State of Minnesota, acting through the Commissioner of Natural Resources ("STATE") and Hubbard County, 301 Court Avenue, Park Rapids, MN 56470 ("SPONSOR").

**Recitals**

1. The Minnesota Off-highway Vehicle Trails Assistance Program provides grants to Local Government Units (Sponsors) to establish, construct and maintain public recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of the services of the Sponsor to provide for public use the following trail(s) specified in this grant contract agreement:

Round River Drive ATV Trail – East : \$20,000.000

Schoolcraft ATV Trail : \$15,000.00

Martineau Recreational OHM Trail : \$16,000.00

3. The SPONSOR represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the SPONSOR agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat.§43A.38 in administration of this grant.
4. The Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, and a resolution or official minutes of the Sponsor authorizing the proposed trails.
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract**

**1.1 Effective date:**

July 1, 2018, or the date the State accounting system shows sufficient allotment or



encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per MN Statute 16B.98, Subd. 5 and Subd. 7, this agreement is not valid and no payments will be made to the Sponsor until this grant contract is fully executed, however, eligible expenses may be incurred the date the appropriation becomes available. The Sponsor submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

**1.2 Expiration date:**

June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first. This expiration date includes the certification period as authorized in Minn. Stat. Ch. 16A.28, subd. 6.

**1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices and Intellectual Property; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

**2 Sponsor's Duties**

The Sponsor agrees to construct, operate and maintain the approved trails in accordance with the guidelines contained within the current Minnesota Off-Highway Vehicle Trails Assistance Program Manual, hereinafter referred to as the "Manual" as accepted or amended by the State which is incorporated into this contract by reference and filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at [http://www.dnr.state.mn.us/grants/recreation/gia\\_ohv.html](http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html) . All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent. The Sponsor, who is not a state employee, will:

2.1. Comply with required grants management policies and procedures set forth through § 16B.97 subd. 4 (a) (1).

2.2. Complete activities in this Grant Contract Agreement for the trails approved by the State listed above according to the guidelines of the Manual as stated in the application or new trail project proposal form including cost worksheet(s) and map(s) as accepted or amended by the State that is the approved work plan and budget on file with the State's Authorized Representative.

2.3. Acquire interest in lands on trail(s) for public use. Proceed to acquire necessary interests in lands on the Trail in accordance with the approved map on file with the State's authorized representative. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in



accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

(a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.

(b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

2.4 Perform services to provide the trail(s) for public use in accordance with the guidelines in the Manual which shall include but are not limited to:

(a) Keep the trail(s) reasonably safe for public use; provide sanitation and sanitary facilities when needed; provide appropriate regulatory and informational signage; and

(b) provide other maintenance as may be required including but not limited to shaping, brushing, picking up garbage, draining water puddles, improve sustainability through trail features including but not limited to switchbacks, broad based rolling dips, super-elevated turns, off-camber tread-way elevation, catch basin cleanouts, boardwalks, rock drains, culverts, bridges, road or driveway crossings, etc.

The Sponsor and not the State is responsible for maintaining signs and all trails.

2.5 Expedite establishment and construction of trail(s). If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold payments to the Sponsor and/or terminate this Contract.

### **3 Time**

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Reimbursement: The State agrees to reimburse the Sponsor**

(a) Up to sixty-five percent (65%) of the cost of trail acquisition, development, and administration for all eligible costs per fund.

(b) Except trail maintenance, portable toilet rental and service and liability insurance shall be reimbursed at up to ninety percent (90%) for all eligible costs per fund.

All costs shall be in accordance with the allowable charges and costs listed in the Manual and the Grant-in-aid Allowable Costs Sheet filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at [http://www.dnr.state.mn.us/grants/recreation/gia\\_ohv.html](http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html)



**This Grant Contract shall not exceed the State cost as specified on page one of this agreement or as amended.**

**4.2 Payment:**

The State will promptly pay the Sponsor after the Sponsor presents a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing and maintaining the trail, all in accordance with the MANUAL, and the State's Authorized Representative accepts the invoiced services. Additionally, the Sponsor must submit original receipts of actual purchases exceeding \$100.00.

(a) First Payment: Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the MANUAL.

(b) Subsequent Payments: Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this Grant Contract is terminated.

(c) Trail Segments: It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.

(d) Federal funds. Where Payments under this grant contract will be matched from federal funds obtained by the State, the Sponsor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Sponsor's failure to comply with federal requirements.

(e) Travel Expenses. Reimbursement for travel expenses actually and necessarily incurred by the Sponsor as a result of this grant contract will be reimbursed as provided for in the MANUAL as Expenditure type a. Administration; provided that the Sponsor will be reimbursed for travel expenses in accord with the Grant-in-aid Allowable Costs Sheet which is incorporated into this contract by reference. The Sponsor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**4.3 Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$51,000.00

**4.4 Unexpended Funds**

The Sponsor must promptly return to the State any unexpended funds that have not been accounted for to the State with the final request for reimbursement due at grant closeout.

**4.5 Contracting and Bidding Requirements**

The Sponsor must follow Minn. Stat. §471.345, the Uniform Municipal Contracting Law.

**(a) Contracts over \$175,000.** If the amount of the contract is estimated to exceed





\$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof.

- (b) **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in Sec 4.5 (a), municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).
- (c) **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.
- (d) **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in Sec 4.5( c), municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).
- (e) **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).
- (f) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (g) Support documentation of the bidding process utilized to contract services must be included in the SPONSOR's financial records, including support documentation justifying a single/sole source bid, if applicable.

## 5 Conditions of Payment

All services provided by the SPONSOR under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The SPONSOR will not receive payment for work found



by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Assignment Amendments, Waiver, and Grant Contract Complete**

### **6.1 Assignment**

The SPONSOR shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **6.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **6.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **6.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the SPONSOR. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **7 Liability**

The SPONSOR must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the SPONSOR or the SPONSOR's agents or employees. This clause will not be construed to bar any legal remedies the SPONSOR may have for the State's failure to fulfill its obligations under this grant contract.

## **8 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the SPONSOR's books, records, documents, and accounting procedures and practices of the SPONSOR or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **9 Government Data Practices and Intellectual Property Rights**

### **9.1 Government Data Practices**

The SPONSOR and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the SPONSOR under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the SPONSOR or the State. If the SPONSOR receives a request to release the data referred to in this Clause, the SPONSOR must immediately notify the State. The State will give the SPONSOR instructions concerning the release of the data to the



requesting party before the data is released. The SPONSOR's response to the request shall comply with applicable law.

## **9.2 Intellectual Property Rights**

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Sponsor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works or Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **10 Workers Compensation**

The SPONSOR certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The SPONSOR's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **11 Publicity and Endorsement**

### **11.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State



as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the SPONSOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the SPONSOR's website when practicable.

### **11.2 Endorsement**

The SPONSOR must not claim that the State endorses its products or services.

### **12 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **13 Termination**

#### **13.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the SPONSOR. Upon termination, the SPONSOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### **13.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **13.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the SPONSOR. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the SPONSOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the SPONSOR notice of the lack of funding within a reasonable time of the State's receiving that notice.





#### **13.4 Termination by Contract.**

This Grant Contract may also be terminated upon mutual contract by the State and the Sponsor.

#### **14 Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the SPONSOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the SPONSOR to file state tax returns and pay delinquent state tax liabilities, if any.

#### **15 Certification Regarding Debarment, Suspension, and other exclusions**

15.1 Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

15.2 Explanation. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

#### **16 Invasive species prevention**

**16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.** The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

**16.2 Cleaning and disposal of material cleaned.** If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.



## **17 Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work are attached and incorporated into this grant contract agreement.

## **18 Accessibility.**

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

Documents (both electronic and hardcopy) to be reimbursed under the terms of this contract shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the [website of the Office of Accessibility - Minnesota IT Services](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>)

## **19 Monitoring and Reporting Requirements**

The State reserves the right to inspect the trail(s) at any time to ensure compliance with this grant contract agreement. The State's authorized representative will conduct in person or by telephone with the Sponsor at least once per grant contract in a form prescribed by the State for:

- (a.) monitoring;
- (b.) financial reconciliation; and
- (c.) grant closeout evaluation

## **20 Authorized Representative**

The State's Authorized Representative is David B. Schotzko; MN DNR NW PAT Area 1A Supervisor; 3296 State Park Road NE, Bemidji, MN 56601; 218-308-2367; [david.schotzko@state.mn.us](mailto:david.schotzko@state.mn.us), or his/her successor, and has the responsibility to monitor the SPONSOR's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The SPONSOR's Authorized Representative is Mark (Chip) Lohmeier; Hubbard County Land Commissioner; 101 Crocus Hill Street, Park Rapids, MN 56470; 218-732-4270; [mlohmeier@co.hubbard.mn.us](mailto:mlohmeier@co.hubbard.mn.us). If the SPONSOR's Authorized Representative changes at any time during this grant contract, the SPONSOR must immediately notify the State.



**21 Funding.**

The state's sole responsibility under this Grant Contract is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints the Grant amount may be reduced or canceled by the State.

**22 Technical Assistance.**

The State shall give technical assistance to the Sponsor for new and existing trails upon request.



IN WITNESS WHEREOF, the parties hereto have executed this Grant Contract Agreement.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05*

Signed: Masami Evans

Date: 6/14/19

SWIFT Contract/PO No(s). 159085/3-152244

**2. Sponsor**

The Sponsor certifies that the appropriate person(s) have executed the grant contract on behalf of the Sponsor as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Mark Lohmeier

Title: Land Commissioner

Date: 7/2/19

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Agency

Sponsor

State's Authorized Representative





**CERTIFIED COPY OF COUNTY BOARD RESOLUTION  
HUBBARD COUNTY, MINNESOTA**

Commissioner Massie moved the adoption of the following Resolution:

**RESOLUTION No. 10021802**

**WHEREAS**, Hubbard County serves as the sponsor of various recreational trails that are part of the State of Minnesota Grant-in-Aid System; and

**WHEREAS**, the construction and maintenance of these trails are funded through Minnesota Trail Assistance Program Grants issued with the approval of the Minnesota Department of Natural Resources; and

**WHEREAS**, the 2019 Minnesota Trails Assistance Program Grant Application has been prepared for the approval of Hubbard County as sponsor of the following existing trail sponsored by Hubbard County and funded by the State of Minnesota Trail Assistance Program;

**Round River Drive ATV Trail System; and**

**WHEREAS**, the trail is located in Hubbard County.

**NOW, THEREFORE, BE IT RESOLVED**, that Hubbard County agrees to act as the local sponsor for an application for funding to the State of Minnesota Department of Natural Resources for recreational trails managed by the Timberland Dirt Devils ATV Club

**BE IT FURTHER RESOLVED**, that upon approval of its application by the state, Hubbard County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with the applicable laws and regulations as stated in the agreement.

**BE IT FURTHER RESOLVED**, that Hubbard County agrees to sponsor said trail at no cost to the county for the period of July 1, 2018 through June 30, 2020, and the Hubbard County Land Commissioner is hereby authorized to serve as the fiscal agent on behalf of the local unit of government.

Commissioner Stacey seconded the motion for the adoption of the Resolution and it was declared adopted upon the following vote:

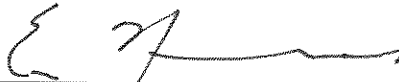
Ayes:     5                          Nays:     0    

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STATE OF MINNESOTA     )  
  )ss.  
County of Hubbard        )

**Office of the Coordinator**

I, Eric Nerness, Hubbard County Coordinator, certify the above is a full, true, and correct copy of a Resolution duly adopted by the Hubbard County Board of County Commissioners at its regular meeting held October 2, 2018.



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Eric Nerness  
Hubbard County Coordinator

**CERTIFIED COPY OF COUNTY BOARD RESOLUTION  
HUBBARD COUNTY, MINNESOTA**

Commissioner Van Kempen moved the adoption of the following Resolution:

**RESOLUTION NO. 01221905**

**WHEREAS**, Hubbard County serves as the sponsor of various recreational trails that are part of the State of Minnesota Grant-in-Aid System; and

**WHEREAS**, the construction and maintenance of these trails are funded through Minnesota Trail Assistance Program Grants issued with the approval of the Minnesota Department of Natural Resources; and

**WHEREAS**, the 2019 Minnesota Trails Assistance Program Grant Application has been prepared for the approval of Hubbard County as sponsor of the following existing trail sponsored by Hubbard County and funded by the State of Minnesota Trail Assistance Program;

**Schoolcraft OHV Trail System; and**

**WHEREAS**, the trail is located in Hubbard County.

**NOW, THEREFORE, BE IT RESOLVED**, that Hubbard County agrees to act as the local sponsor for an application for funding to the State of Minnesota Department of Natural Resources for recreational trails managed by the Northwoods Riders OHV Club.

**BE IT FURTHER RESOLVED**, that upon approval of its application by the state, Hubbard County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with the applicable laws and regulations as stated in the agreement.

**BE IT FURTHER RESOLVED**, that Hubbard County agrees to sponsor said trail at no cost to the county for the period of July 1, 2018 through June 30, 2020, and the Hubbard County Land Commissioner is hereby authorized to serve as the fiscal agent on behalf of the local unit of government.

Commissioner De La Hunt seconded the motion for the adoption of the Resolution and it was declared adopted upon the following vote, with Commissioner Stacey absent:

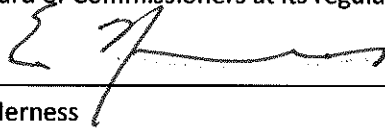
Ayes:     4                          Nays:     0    

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STATE OF MINNESOTA            )  
  )ss.  
County of Hubbard                )

**Office of the Coordinator**

I, Eric Nerness, Hubbard County Coordinator, hereby certify the above is a full, true, and correct copy of a Resolution duly adopted by the Hubbard County Board of Commissioners at its regular meeting held January 22, 2019.

  
\_\_\_\_\_  
Eric Nerness  
Hubbard County Coordinator

**CERTIFIED COPY OF COUNTY BOARD RESOLUTION  
HUBBARD COUNTY, MINNESOTA**

Commissioner Stacey moved the adoption of the following Resolution:

**RESOLUTION No. 11061808**

**WHEREAS**, Hubbard County serves as the sponsor of various recreational trails that are part of the State of Minnesota Grant-in-Aid System; and

**WHEREAS**, the construction and maintenance of these trails are funded through Minnesota Trail Assistance Program Grants issued with the approval of the Minnesota Department of Natural Resources; and

**WHEREAS**, the 2019 Minnesota Trails Assistance Program Grant Application has been prepared for the approval of Hubbard County as sponsor of the following existing trail sponsored by Hubbard County and funded by the State of Minnesota Trail Assistance Program;

**Martineau OHM Trail System; and**

**WHEREAS**, the trail is located in Hubbard County.

**NOW, THEREFORE, BE IT RESOLVED**, that Hubbard County agrees to act as the local sponsor for an application for funding to the State of Minnesota Department of Natural Resources for recreational trails managed by the Paul Bunyan Forest Riders Motorcycle Club

**BE IT FURTHER RESOLVED**, that upon approval of its application by the state, Hubbard County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with the applicable laws and regulations as stated in the agreement.

**BE IT FURTHER RESOLVED**, that Hubbard County agrees to sponsor said trail at no cost to the county for the period of July 1, 2018 through June 30, 2020, and the Hubbard County Land Commissioner is hereby authorized to serve as the fiscal agent on behalf of the local unit of government.

Commissioner Massie seconded the motion for the adoption of the Resolution and it was declared adopted upon the following vote:


Ayes:     5                          Nays:     0    

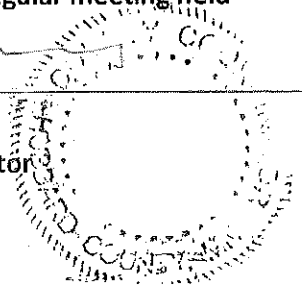
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STATE OF MINNESOTA     )  
  )ss.  
County of Hubbard         )

**Office of the Coordinator**

I, Eric Nerness, Hubbard County Coordinator, hereby certify the above is a full, true, and correct copy of a Resolution duly adopted by the Hubbard County Board of Commissioners at its regular meeting held November 6, 2018.

  
\_\_\_\_\_  
Eric Nerness  
Hubbard County Coordinator



**Department of Natural Resources  
Encumbrance Worksheet**

**State Accounting Information:**

**Grant Project File Number** \_\_\_\_\_

**SWIFT Contract Doc. Type:** Grant Agreement

**SWIFT Contract #:** 159085

**SWIFT Contract Line # (Annual Plans):** NA

**SWIFT Purchase Order #:** 3-152244

Agency: <b>R2901</b>	Submitted By: <b>David B. Schotzko</b>	Origin: <b>A61</b>	Vendor Number: <b>0000197328</b>	Category Code: <b>84101501</b>
Total Amount of Contract for All Years: <b>\$51,000.00</b>			Current FY: <b>2019</b> Amount of Contract <b>\$51,000.00</b>	
Total Amount of Contract: <b>\$51,000.00</b>		For FY: <b>2019</b>	Total Amount of Contract: <b>N/A</b>	For FY: <b>2018</b>
Contract Start Date:	<b>07/01/2018</b>	Speedchart Name:		
Contract Expiration Date:	<b>06/30/2020</b>	Speedchart Number:		
Contractor Name and Address:	<b>Remit to: HUBBARD COUNTY</b> <b>301 Court Avenue</b> <b>Park Rapids, MN 56470</b> <b>Mark Lohmeier, Hubbard County Land Commissioner</b>			

Did you remember to:

Check for debarred vendor?  Yes  No Check for annual plan limit?  Yes  No

Comments: **Line 1 = Round River Drive ATV Trail - East \$20,000.00 / Line 2 = Schoolcraft ATV Trail \$15,000.00 / Line 3 = Martineau Recreational OHM Trail \$16,000.00**

**Statewide/Agency Reporting Funding String**

Line	Budget/Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	2019	\$20,000.00	2102	R2934152	R294402	441302		29415	
2	2019	\$15,000.00	2102	R2934152	R294402	441302		29415	
3	2019	\$16,000.00	2103	R2934152	R294403	441302		29415	
4		\$							

**Project/Grant Reporting Funding String**

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category
1	R2901	«Project_Fund_»	«Reporting_Category_»	REIMB		
2	R2901					
3	R2901					
4	R2901					

