



Board of County Commissioners Agenda Request

20
Agenda Item #

Requested Meeting Date: March 10, 2020

Title of Item: Mille Lacs Grant Resolution

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Rich Courtemanche	Department: Land
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Presenter (Name and Title): Rich Courtemanche - Land Commissioner	Estimated Time Needed:
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Summary of Issue:

Mille Lacs Trails Inc. maintains 109.4 miles of snowmobile trail in Aitkin County. The trail grooming equipment needs to be replaced and the club is applying for a grant that helps fund trail grooming equipment.

The federal grant application requires support for application from the local government unit and if awarded, Aitkin County supports accepting the award.

Application attached.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve motion of support for trail grant application.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No

Please Explain:

Club will meet all financial obligations of the request.

WHEREAS, Aitkin County supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to purchase snowmobile grooming equipment for the Aitkin County Trail System. The trail systems to be groomed include 109.4 miles of trails groomed by Mille Lacs Trails Inc., and

WHEREAS, Aitkin County recognizes the twenty-five (25) percent match requirement for the Federal Recreational Trail Program, and has secured the matching funds

NOW, THEREFORE, BE IT RESOLVED, if Aitkin County is awarded a grant by the Minnesota Department of Natural resources, Aitkin County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Aitkin County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the Aitkin County names the fiscal agent for the Aitkin County for this project as:

Beth Haasken, Clerk
Aitkin County Land Department
502 Minnesota Ave N.
Aitkin, MN 56431

BE IT FURTHER RESOLVED, Aitkin County hereby assures the grooming equipment acquired through this grant will be maintained for no less than twenty (20) years as required by the Federal Recreational Trail Grant Program or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

Project #



FEDERAL RECREATIONAL TRAIL PROGRAM 2020 Equipment Grant Application

1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	Aitkin County
Contact Person:	Rich Courtemanche
Contact Title:	Land Commissioner, Aitkin County
Mailing Address:	502 Minnesota Avenue North Aitkin, MN 56431
Phone:	218-927-7364
Email address:	acld@co.aitkin.mn.us
<i>If the project has a trail club, organization, or project partner, please include below:</i>	
Organization/Club Name:	Mille Lacs Trails, Inc
Contact Person:	Paula Eklund Fisher
Contact Title:	Grant Writer
Mailing Address:	PO Box 371 Aitkin, MN 56431
Phone:	218-839-5341
Email address:	Dean_fisher@frontiernet.net

2) GENERAL PROJECT INFORMATION:

Project Name:	2021 Tucker
Project Summary <i>(30 words or less):</i>	Purchase of a 2021 Tucker Terra by the Mille Lacs Trails, Inc. to maintain snowmobile trail infrastructure on our Grant-in-Aid trails.
Project Completion Date:	December 2020
Trail Name:	Mille Lacs Trails
Website with Trail Info:	www.millelacstrails.com

3) FINANCIAL INFORMATION:

Grant Request:	\$75,000	Source of Cash Match (describe below in the box next to \$ amount):	Are match funds secured? (Yes/No)	Grant-in-Aid Funds (Yes/No)
Matching Funds (25% match required for purchases <\$75k; = or > \$75k, match is 50%):	\$67,816.43	Mille Lacs Trails, Inc	Yes	No
	\$ 100,000	Local Financing		
	\$			
Total Purchase Cost:	\$242,816.43	(Grant Request + Matching Funds must = Total Purchase Cost)		
If this project has received federal funding through the Enhancements Program or Transportation Alternative Program, please indicate which year the project is programmed for construction?				FFY: <input type="text"/>

4) PURCHASE LOCATION:

County Equipment will be Located:	Mille Lacs Trails Clubhouse, 31844 235 th Ln, Aitkin, MN
State Legislative (House) District:	District 10B
State Senate District:	District 10
State House Representative: (name)	Dale Lueck
State Senator: (name)	Carrie Ruud
Congressional District:	District 8

5) RECREATIONAL USES FOR EQUIPMENT PURCHASE:

5A) Indicate the existing or proposed uses of the trail under primary use and the secondary recreation uses which will directly benefit from the proposed equipment purchase:

Primary Use	Secondary Use	
		Walking/Hiking
		Bicycling
		Mountain Bicycling
		Horseback Riding
		Cross-Country Skiing
		In-Line Skating
X		Snowmobiling
		ATV Riding
		Off-Highway Motorcycling
		Off-Road Vehicles (4x4, Jeep, etc.)
		Other (specify):

5B) Describe/Justify how each of the above identified primary and/or secondary trail user groups will benefit from the project. Response required for each identified use above. Letters of support attached to this application for both primary and secondary usage strongly encouraged. See manual for secondary usage criteria.

Updating equipment for Mille Lacs Trails (along with our government agency, Aitkin County) will directly benefit snowmobilers with even better quality and safer trails. All of Mille Lacs Trails Grant-in-Aid trails are located in Aitkin County.

The 2018 Minnesota Snowmobile Survey (Resources, 2019) states that the “Northern” region (includes Aitkin County) of the state has the highest percentage of registered snowmobiles (29.4%) and the highest average days riding (16 days) compared to other regions of the state.

In the report, “Economic Impact of Recreational Trail Use in Different Regions of Minnesota”, studies showed that ½ of all snowmobiler travelers visited the “Northeast” region trails. Aitkin County is part of this region:

The northeast region was the choice destination for slightly more than one-half (556 thousand-person-days) of residents of other regions traveling over 30 minutes from home and Minnesota visitors (state total- 990-thousand-person-days). These snowmobilers incurred high expenses because of extended stays in the region.

(Development, 2008)

These separate studies show that in the state of Minnesota, Aitkin County has some of the most active snowmobile trails.

6) EQUIPMENT PURCHASE DESCRIPTION:

Provide a description sufficient enough to understand the purchase. Provide specifications of the equipment for which you are seeking assistance. Include make and model of equipment, as well as an invoice showing estimate of cost as an attachment (see attachment checklist). Use the box below.

See attached formal proposal from Track with the information on the 2021 Tucker Terra 2-Man Cab: Model 2000G-26-6-173.

1778 VT R: 105W
Newport VT 05855
802 334 7779



1890 Highway 8
Moncton WI 54501
952-888-7372

FORMAL PROPOSAL

MILLE LACS TRAILS SNOWMOBILE CLUB
PO BOX 371
AITKIN, MN 56431

Date: 1/9/2020
Contact:
Phone: 218-330-5930
Email:
Quote #: 12383

NET 30

THIS QUOTATION IS FOR A: 2021 TRACK VEHICLE MODEL 2000E-26-6-173 RUBBER TRACK

Item	DESCRIPTION	TOTAL
01-2000G-26-6-173	2020 TUCKER TERRA 2-MAN CAB: -MODEL 2000G-26-6-173 -173 HP CUMMINS TURBO DIESEL (NO REGENERATION OR DEF) -ALLISON 2500 AUTOMATIC 4-SPEED TRANSMISSION -DANA 170600 4:11.1 DIFFERENTIAL -AIR LOCKERS FRONT AND REAR -200' LONG RUBBER TRACKS -TILT STEERING WHEEL -HEATED EXTERIOR MIRRORS -DRIVER HIGH BACK SUSPENSION SEAT -PASSENGER LOW BACK SUSPENSION SEAT -BATTERY MASTER SWITCH -110V ENGINE, TRANSMISSION AND HYD TANK HEATER -CAB FAN -12V POWER PORT -WINCH MOUNT FRONT AND REAR -FOOTMAN DOOR CABLES -LED LIGHTING UPGRADE -ROTATING BEACON WITH BRUSH GUARD	196,836.48
NT10-822	5 PASS. CAB (4 DOORS) 67" W/REAR TOOLBOX	11,017.14
NT10-229	EPA COMPLIANCE PACKAGE FOR 173HP	8,562.50
FREIGHT VEHICLE -TUC...	SHIPPING FROM TUCKER TO TRACK, WI	3,500.00
NT10-373	8'-10" 8-WAY U-BLADE (Total blade width 8' additional one foot wings to be bolted on are included.)	19,919.00
NT10-400	TRIPLE HYDRAULICS-REAR (STANDARD)	0.00
NT10-581	TRAILER PLUG WIRE (STANDARD)	0.00
NT10-610	TILT STEERING (STANDARD)	0.00
NT10-618	GRAMMAR SEAT HIGH BACK UPGRADE (STD FOR DRIVER)	0.00
NT10-637	FRAME MOUNT SIDE REFUELING STEPS (STANDARD)	0.00
NT10-595	FULL CAB BREAKAWAY BRUSH GUARD	1,466.80
NT10-516	SPRING LOADED PINTLE HITCH	482.24
NT10-475	FOUR CORNER LIGHTS	724.53
NT10-809	DUAL REAR VIEW CAMERA SYSTEM	1,965.70
NT10-296	REARVIEW MIRROR W/TEMP GAUGE & COMPASS	598.85
NT10-450	BOTTOM DOOR WINDOWS	466.49
	SALES / GST TAX (0.0%)	
	TOTAL	

Signing below signifies you are in agreement with the Terms and Conditions of this Formal Proposal.

ACCEPTED BY:

PROPOSED BY:

PAUL TETREAULT, TRACK INC. EAST 802 673 9329

Page 1

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1890 Highway 8
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PO BOX 371
ATTKIN, MN 56431

Date 1/9/2020
Contact
Phone 218-330-5930
Email
Quote # 12383

NET 30

THIS QUOTATION IS FOR A: 2021 TRACK VEHICLE MODEL 2000E-26-6-173 RUBBER TRACK

Item	DESCRIPTION	TOTAL
NT10-648	WINCH READY. ELECTRICAL (Front and Rear)	659.72
NT10-285	CRUISE CONTROL	294.50
NT10-840	ESCAPE HATCH/SKYLIGHT	822.48
Discount	TUCKER LOYALTY DISCOUNT	-4,500.00

SALES / GST TAX (0.0%) \$0.00

TOTAL \$242,816.43

Signing below signifies you are in agreement with the Terms and Conditions of this Formal Proposal.

PROPOSED BY:

PAUL TETREAU, TRACK INC. EAST 802 673 9329

ACCEPTED BY:

Page 2

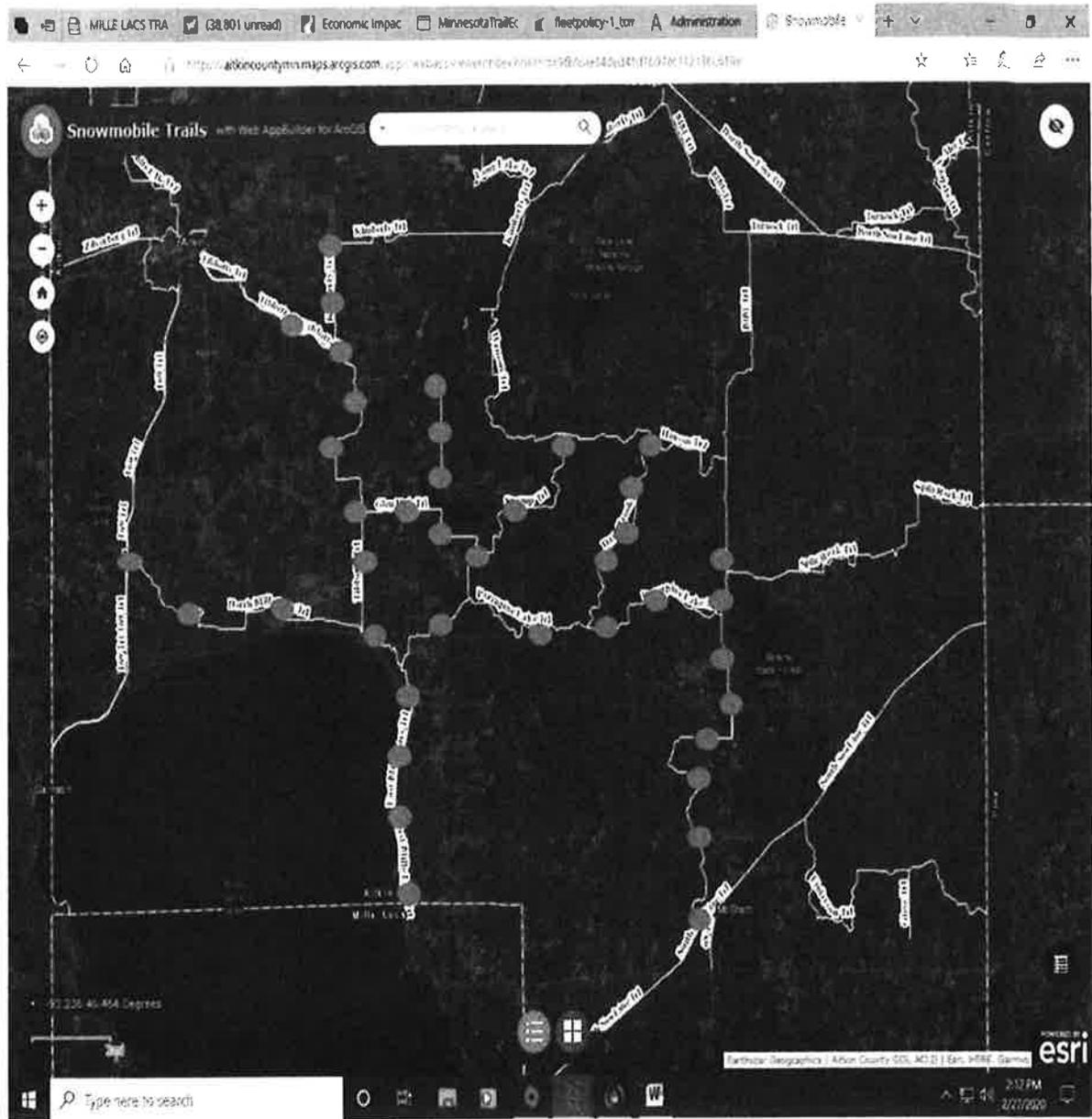
7) EQUIPMENT PURCHASE COST BREAKDOWN:

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the purchase, the total estimated cost and the expected purchase date for each piece of equipment. Add or delete rows in the text boxes below as appropriate.

Equipment Name	Description	Estimated Cost	Expected Purchase Date
2021 Tucker Terra	2000 Series	\$242,816.43	December 2020
Total		\$242,816.43	

8) EQUIPMENT WORK AREA LOCATION MAP:

The Mille Lacs Trails has 109.4 miles of snowmobile trails. These trails are marketed with red dots.



9) CURRENT ABILITY TO MAINTAIN TRAILS:

9A) If within the Grant-in-Aid Program, how many miles of trail are groomed / maintained AND how much GIA funding was awarded in the most recent year? Use the box below.

109.4 miles

9B) Provide the following information for each piece of grooming / maintenance equipment you presently own. Use the boxes below.

Description of equipment (type, make, model, year manufactured):	Total operating hours for each piece of grooming/ maintenance equipment you presently own:	Condition of each piece of equipment and estimated value:
2012 Terra Tucker Groomer (2012r545)	2080 Hours	\$130,000 Good condition
1994 Bombardier BR 160 Groomer (815940108)	5389 Hours	\$15,000 Average/Fair condition
2018 Polaris ATV (4XARRE993J8045391)	103.6 Hours	\$25,000 Good condition
2018 SkiDoo Skandic (YH2SLDJA4JR000979)	1530 km	\$12,272 Good condition
2019 SkiDoo Skandic (YH2SFRKA9KR000688)	495.2 km	\$14,000 Good condition
2018 Arrowhead Mini Groomer 5x9	NA	\$6,870 Good condition
2018 277DW Cat Multi Terrain Loader	56.6 Hours	\$66,076 Good condition
Arrowhead Ultra Drag 9.6x21	NA	\$10,000 Average condition
Trailmaster Drag 9.6x20	NA	\$10,000 Average condition

9C) Does your club/organization maintain trails not in the GIA Program, and if so, how many miles? Are any trails maintained through contracts (other than GIA), and if so, how many miles? Use the box below.

NA

10) EVIDENCE OF APPLICANT CAPABILITY:

Demonstrate your ability to complete the purchase, subsequently operate and maintain it, and protect the equipment after purchase. Specifically provide evidence of successful and timely completion of other such purchases. Discuss where and how the equipment will be housed. Use the box below.

Matching funds for the new groomer will include Mille Lacs Trail's capital expenditure fund (checking account) and financing with our local banks/credit union. The 2012 Tucker groomer was purchased in 2012 for \$170,000 minus trade (2005 Tucker) of \$95,000. The club financed the balance with a local lender, Security State Bank, on February 2012. The loan was paid off before maturity September 2015.

The new groomer will be housed at the Mille Lacs Trails, Inc. shop and clubhouse located at 31844 235th Place, Aitkin, MN. The clubs other equipment is also located here.

11) PUBLIC NEED FOR AND BENEFIT OF PURCHASE:

Why should this project be funded? What safety concerns will be addressed with this project? Is there urgency to move ahead with this project now, and what consequences are looming? Demonstrate the benefit from this purchase compared to the total cost? How many people would be expected to use the trail maintained with this equipment over the course of one year? Use the box below.

If this project is funded, it would help the area in a number of ways. The most important reason is for the local economy. Although Mille Lacs Trails has approximately 100 members/families who volunteer for area needs, we also have employees who support themselves (and their families) and are affected by the snowmobile industry.

Based on findings in the “Economic Impact of Recreation Trail Use”, (Development, 2008) the northeast region (includes Aitkin County) has highest total spending for snowmobilers which was \$53.6 million. Another important fact from the report is the snowmobiling industry produces 773 jobs and labor compensation of \$16 million in the northeast region.

There are safety concerns if the project is not completed. One safety concern is the possibility of trails not being groomed on a regular basis. Not being able to groom trails can cause trails to be difficult to ride and maneuver. Another safety concern is if the grooming equipment were to breakdown. Although Mille Lacs Trails has been diligent on scheduled maintenance of equipment, at least one of our groomers is nearing the end of its “cost-effective life cycle”. Located in the “DNR Fleet Policy Manual” for the MN-DNR, are terminology for an equipment life cycle and factors considered when making a repair/replace decisions.

“Cost-effective life cycle is the expected life of an equipment piece in terms of age and use that optimizes utility, safety and reliability performance while minimizing capital and maintenance costs. Durability, obsolescence, part availability and resale values are additional key factors to consider.” (Resources, DNR Fleet Policy Manual, 2018)

One of Mille Lacs Trails' groomers has had repairs and upgrades totaling \$15,300 for the last two snowmobile seasons (2018-2020) and has a value of approximately \$30,000. The other groomer is approximately 9 years old with 2080 hours logged. This groomer, Tucker Terra, is in good condition. As of the beginning of February, Mille Lacs Trails has groomed 253 hours for the 2019-2020 snowmobile seasons. This is approximately 25% more hours than last year at this time. We want to be proactive and financially aware of upgrading equipment options, especially with snowmobile season's being unpredictable.

12) CONTEXT OF PURCHASE IN A WIDER PLAN:

Demonstrate compatibility with local/area/state trail plans, and compatibility with plans guiding management of trail systems, etc. What relationship does the proposed purchase have to other outdoor recreation facilities and trails? Use the box below.

Aitkin County is located in central Minnesota. The trails in Aitkin county connect to other trails in adjacent counties...a corridor to other areas. The goal of the snowmobile clubs in Aitkin County along with our Government agency, Aitkin County, is to make our trails the best in the area. Obviously, working together to keep our trails maintained to the highest caliber is crucial for all clubs and counties.

Based on previous statistics mentioned, Aitkin County is a chosen location for snowmobilers. A study by the Northspan Group and UMD and IRRRB states the following: (Economics, 2015) (Development, 2008)

Our culture fully embraces year-round, traditional recreational activities like hunting, boating, fishing, hiking, camping, snowmobiling, and cross-country skiing.

If snowmobilers come to our area in Aitkin County and experience the trails, they may decide to visit in other seasons and amenities/activities. The study also states:

“The Northeast region had the highest proportion of in-state travelers, especially those from the Twin Cities, when compared with other regions. Northeast region travelers were also more likely to have traveled in Minnesota frequently in the past five years. The incidence of staying in paid accommodations was highest among travelers in the Northeast region.

When compared with travelers in other regions, Northeast region travelers were more likely to be engaged in activities such as: sightseeing or driving for pleasure, driving on scenic byways, hiking, visiting state or national parks, visiting historical sites, taking in city sites, and visiting other [than art] museums. A number of Northeast region travelers mentioned participating in winter sports – downhill skiing or snowboarding, snowmobiling, ice fishing, and crosscountry skiing – although the incidence of participating in winter sports was still higher than among Metro and Southern region travelers.”

(Davidson Peterson Associates, 2008)

13) IDENTIFY ADVERSE IMPACTS THAT MIGHT BE REALIZED AS A RESULT OF PURCHASE:

Will the purchase result in increased use? What possible conflict situation may arise? Use the box below.

The purchase of the new groomer should support the continued high quality of our trails. This may increase snowmobile use of the trails. Safety issues should be considered with an increase number of sleds on the trails. Mille Lacs Trails contributes to the safety of the trails and community in a number of ways. We make annual donations (\$1000-\$2000 annually) to the local first responders, South Aitkin First Responders. Funds are used for new equipment and education. An additional way that Mille Lacs Trails helps with safety and educating is sponsoring snowmobile training at our clubhouse. This free event is for individuals to receive their snowmobile certification from the state.

Works Cited

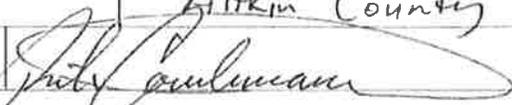
- Development, M. D. (2008). *Economic Impact of Recreational Trail Use*. Minneapolis.
- Economics, T. N. (2015). *The Economic Impact of Leisure & Hospitality in IRRRB Service Area*. Duluth.
- Resources, M. D. (2018). *DNR Fleet Policy Manual*. Minneapolis.
- Resources, M. D. (2019). *Findings from the 2018 Minnesota Snowmobiler Survey*. Minneapolis.

Attachment A – REQUIRED CERTIFICATIONS

Complete the Required Certifications form below with original signatures.

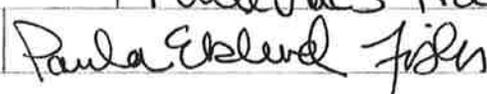
For Grant Applicants:

"I hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge. I recognize that in the event of the proposed project being funded, this document will be used as an addendum to the agreement between the sponsoring unit of government and the state to guide project scope and reimbursement. I also acknowledge that all work must be completed by **June 30, 2021**, and no reimbursement will be sought for an in-house labor services and/or to meet existing payroll."

Name:	Rich Courtemanche	Title:	Land Commissioner
Unit of Government:	Atkin County		
Signature:		Date:	2-13-20

*** For Trail and Park Administrators (if applicable):**

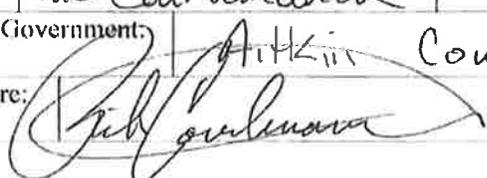
"I substantially agree that the proposed trail related project will be mutually beneficial to the local community, as well as to the goals and purposes for which this recreation unit was established. I will cooperate in its provision if the project proposal should be funded."

Name:	Paula Ekland Fish	Title:	Grant Writer
Unit of Government:	Mills Falls Trails		
Signature:		Date:	2-26-20

For All Administrators of Public Lands Crossed/Utilized in the Proposed Linkage

(Required only if the proposed project will utilize public land that is not under the jurisdiction of the grant applicant):

"I preliminarily agree with plans to develop the proposed trail related project on land administered by my agency, and I will cooperate in seeking more formal authorization in the event the project proposal is authorized for reimbursement."

Name:	Rich Courtemanche	Title:	Land Commissioner
Unit of Government:	Atkin County		
Signature:		Date:	2-13-20



Aitkin County Land Department
502 Minnesota Ave N.
Aitkin, MN 56431

acl@co.aitkin.mn.us
218-927-7364

Thursday, February 13, 2020

RE: Grooming Equipment support of funding procurement

Mille Lacs Trails Inc. Snowmobile/ATV club
29943 Aitkin, MN 56431
320-684-2325

To Whom it Concerns,

Aitkin County Land Department (ACLD) supports efforts in the procurement of funding for the purchasing of Grooming Equipment for the Mille Lacs Trails Inc. Snowmobile club. ACLD acknowledges that with the aging of the present equipment delays grooming of Grant in Aide trails systems. With the new grooming equipment it will provide as a vital piece for maintaining snowmobile trail infrastructure.

The Aitkin County Land Department fully supports this grant request.

Sincerely,

Chris Johnson

Recreation Specialist

Rich Courtemanche

Land Commissioner

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED May 14, 2019

By Commissioner: Wedel

20190514-037

Snowmobile / Ski Trail Funding

WHEREAS, local units of government can apply for State aid for trail development, maintenance, grooming and administration from the Minnesota Department of Natural Resources at the rate of 65% reimbursement of the cost of trail maintenance and 90% reimbursement of costs of grooming, and

WHEREAS, Aitkin County does not have the facilities to maintain the entire trail system in Aitkin County, and

WHEREAS, snowmobile clubs have maintained these trails in the past, and wish to contract with the County for maintaining trails during the 2019-2020 winter season, and

WHEREAS, these trails benefit the winter recreation, resort, industry, and economy of Aitkin County.

NOW, THEREFORE BE IT RESOLVED, that the Aitkin County Trail Administrator be authorized to apply for Grants in Aide assistance funds for snowmobile trail maintenance and grooming, and ski trail maintenance and grooming for the following trails.

Aitkin Sno-Drifters Trails
McGrath/Finlayson Trails
Tamarack Trails
Haypoint Trails
Palisade Trails
Mille Lacs Trails
No Achen / LLCC ski trails

BE IT FURTHER RESOLVED, that the Aitkin County Trail Administrator be authorized to contract for the 2019-2020 winter season for the development, maintenance, and grooming of the aforementioned trails with each of the corresponding interested clubs.

Commissioner Niemi moved the adoption of the resolution and it was declared adopted upon the following vote

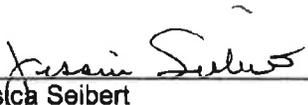
FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA)
COUNTY OF AITKIN)

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 14th day of May 2019, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 14th day of May 2019



Jessica Seibert
County Administrator

1778 VT Rt 105W
Newport VT 05855
802-334-7779



1890 Highway 8
Monico WI 54501
952-888-7372

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PO BOX 371
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TOTAL

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ACCEPTED BY:

PROPOSED BY:

PAUL TETREULT, TRACK INC. EAST 802 673 9329

1778 VT Rt 105W
Newport VT 05855
802-334-7779



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Monico WI 54501
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SALES / GST TAX (0.0%) \$0.00

TOTAL \$242,816.43

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PROPOSED BY:

PAUL TETREAUULT, TRACK INC. EAST 802 673 9329

ACCEPTED BY:



FISHER'S RESORT

Mille Lacs Lake, MN

Fishers Resort

February 13, 2020

Mille Lacs Trails, Inc. – Letter of Support

I am a business located on Mille Lacs Trails 100+ mile trail system and someone who has witness the current equipment they use to maintain the trails. I truly believe that the trail system would benefit with this upgraded equipment that would allow them to maintain the snowmobile trails more efficiently. This would make a safer and better riding experience for those using our trails and supporting our local community while enjoying the trails.

As a supporter of Mille Lacs Trails Inc., we urge you to consider their grant request.

A handwritten signature in cursive script, appearing to read "Dan Fisher", written over a horizontal line.

Fishers Resort

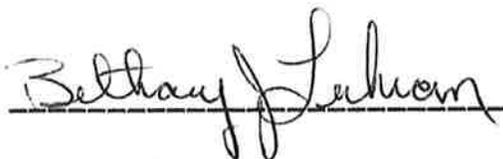
Westerlund Cenex
22167 State Hwy 47
Aitkin, MN 56431

February 13, 2020

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As a supporter of Mille Lacs Trails Inc., we urge you to consider their grant request.

A handwritten signature in cursive script, reading "Bethany Lehman", written over a horizontal dashed line.

Westerlund's Citgo



February 13, 2020

Mille Lacs Trails, Inc. – Letter of Support

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As a supporter of Mille Lacs Trails Inc., we urge you to consider their grant request.

A handwritten signature in cursive script, reading "George A. Nitti", is written over a horizontal dashed line.

Nitti's Hunters Point Resort



Castaways Resort

February 13, 2020

Mille Lacs Trails, Inc. – Letter of Support

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As a supporter of Mille Lacs Trails Inc., we urge you to consider their grant request.

A handwritten signature in black ink, appearing to read "Ken Smith", is written over a horizontal line.

Castaways Resort

VFW Post 1727
36558 410th Ave
Aitkin, MN 56431

February 13, 2020

Mille Lacs Trails, Inc. – Letter of Support

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As a supporter of Mille Lacs Trails Inc., we urge you to consider their grant request.

A handwritten signature in black ink, appearing to read "R. P. [unclear]", is written over a solid horizontal line.

VFW Post 1727

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2020 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	1166895	161409
Local Unit of Government Sponsor:	Aitkin County	
Trail/Club Name:	<ul style="list-style-type: none"> • Haypoint Trail / Haypoint Jack Pine Snowmobile Club • McGrath-Finlayson Trail / Giese Sno Cruisers Snowmobile Club • Tamarack Trail / Tamarack Snow Flyers Snowmobile Club • Mille Lacs Trails / Mille Lacs Trails Snowmobile Club • Palisade Trail / The Palisade Super Sledders, Inc. • Aitkin Sno Drifters Trail / Aitkin Sno Drifters Snowmobile Club 	
Grant Amount:	\$254,168.31	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Aitkin County, 502 Minnesota Avenue North, Aitkin, MN 56431 ("SPONSOR").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement:
 - Haypoint Trail - \$54,600.76
 - McGrath-Finlayson Trail - \$17,240.01
 - Tamarack Trail - \$68,827.10
 - Mille Lacs Trails - \$48,662.04
 - Palisade Trail - \$32,131.13
 - Aitkin Sno Drifters Trail - \$32,707.27
 - TOTAL - \$254,168.31.
3. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
4. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
5. 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.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2019. 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.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2019 are eligible for reimbursement.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. 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 four (4) months between November 15 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 in accordance with Minnesota Statutes Chapter 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.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

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 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$254,168.31.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, 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 Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, 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. Municipalities may, as a best value alternative, 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 Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

- (c) 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 Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) 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.

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.

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Guy Lunz, Grand Rapids Area Supervisor, Minnesota Department of Natural Resources, 1201 East Highway 2, Grand Rapids, MN 55744, 218-328-8984, 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 Rich Courtemanche, Aitkin County Land Commissioner, Aitkin County, 502 Minnesota Avenue North, Aitkin, MN 56431, 218-927-7367, rich.courtemanche@co.aitkin.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8 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.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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.

10 Government Data Practices and Intellectual Property Rights

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

11 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.

12 Publicity and Endorsement

12.1 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.

12.2 Endorsement

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

13 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.

14 Termination and Funding

14.1 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.

14.2 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.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or 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.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 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.

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 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>.

18 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

19 Conflict of Interest

Conflicts of interest include any relationship or matter which might place the Grantee in a position of conflict, real or apparent, between their responsibilities under the contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Grantee in the matter.

By signing this contract, the Grantee certifies that they have establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest, they have reported and/or do not have any current conflicts of interest at this time and are responsible for notifying the Grantor in writing of any actual or potential conflicts of interest that arise during the life of this award.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 9-26-19

SWIFT Contract/PO No(s): 1604.../... 1611(5)

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: [Signature]

Title: Land Commissioner

Date: 9-30-19

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: [Signature]
(With delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: 10/2/19

Distribution:

- Agency
- Sponsor
- State's Authorized Representative

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED March 10, 2020

By Commissioner: xxxx

20200310-xxx

Mille Lacs Grant

WHEREAS, Aitkin County supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to purchase snowmobile grooming equipment for the Aitkin County Trail System. The trail systems to be groomed include 109.4 miles of trails groomed by Mille Lacs Trails Inc., and

WHEREAS, Aitkin County recognizes the twenty-five (25) percent match requirement for the Federal Recreational Trail Program, and has secured the matching funds

NOW, THEREFORE, BE IT RESOLVED, if Aitkin County is awarded a grant by the Minnesota Department of Natural resources, Aitkin County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Aitkin County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the Aitkin County names the fiscal agent for the Aitkin County for this project as:

Beth Haasken, Clerk
Aitkin County Land Department
502 Minnesota Ave N.
Aitkin, MN 56431

BE IT FURTHER RESOLVED, Aitkin County hereby assures the grooming equipment acquired through this grant will be maintained for no less than twenty (20) years as required by the Federal Recreational Trail Grant Program or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

Commissioner xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 10th day of March, 2020 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 10th day of March, 2020

Jessica Seibert
County Administrator