



Board of County Commissioners Agenda Request



Requested Meeting Date:

Title of Item:

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p>Action Requested:</p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
<p>Submitted by:</p>		<p>Department:</p>
<p>Presenter (Name and Title):</p>		<p>Estimated Time Needed:</p>
<p>Summary of Issue:</p>		
<p>Alternatives, Options, Effects on Others/Comments:</p>		
<p>Recommended Action/Motion:</p>		
<p>Financial Impact:</p> <p><i>Is there a cost associated with this request?</i> Yes No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i> Yes No <i>Please Explain:</i></p>		



STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Aitkin County ("GRANTEE").

Recitals

1. Under [Minn. Stat. 84.026](#), the commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under MN Laws 2023, Regular Session, Chapter 60, Art. 1, Sec. 3, Subd. 5 (n), the State has allocated funds for local parks and outdoor recreation areas under [Minn. Stat. 85.019](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Northwoods ATV Trail System.
4. The Grantee 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 Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

July 1, 2023, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2026, 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 Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure and 20. Resource Management and Protection.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget and Scope of Work, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$250,000.

(b) Matching Requirement:

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$250,000. The Grantee agrees to provide a nonstate match of a least \$0.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$250,000.

4.2 Payment

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

(a) Federal funds. Payments under this grant contract will not be matched from federal funds.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. 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.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement 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 Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Joe Unger, Off-Highway Vehicle Consultant, 500 Lafayette Road, St. Paul, MN 55155, 651-259-5279, joe.unger@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Dennis Thompson, Aitkin County Land Commissioner, 502 Minnesota Ave. N, Aitkin, MN 56431, 218-927-7364, dennis.thompson@co.aitkin.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract

agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement 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 agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

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

8 Liability

The Grantee 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 agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

(a) A grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

(b) If the granting agency is a local unit of government, and the governing body of the local unit of government requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the grantee or other party according to this subdivision, the granting agency shall be liable for the cost of the examination. If the granting agency is a local unit of government, and the grantee or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the grant, the grantee or other party that requested the examination shall be liable for the cost of the examination.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee 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 Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 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*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(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 Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee 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 Grantee 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 Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee 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 Grantee's or the State's opinion is likely to arise, the Grantee 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.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee'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 agreement 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 Grantee 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 appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Signage

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 (a) Termination by the State

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

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

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.

14.1 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 written agreement by the State and the Sponsor.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Affirmative Action and Non-Discrimination

- (a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified (Minn. Stat. 363A.02). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- (b) The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, (Minnesota Rules, part 5000.3500).
- (c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at U.S. Access Board.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair

throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. [Operational Order 113](#) is incorporated into this contract by reference. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their 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.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 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 [Minn. Stat. 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 can be found here: [Link to December 2014 version](#).

25 Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed Karen Potvin
63FBE77957A34A8

Date: September 12, 2023

SWIFT Contract/PO No(s) 236066/PO# 3000239839

2. GRANTEE

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

By: _____

Title: Land Commissioner

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

- Agency
- Grantee
- State's Authorized Representative

Attachment A, Project Budget and Scope of Work



Direct Appropriation project cost breakdown.



The projects that are out right funded by the MNDNR Dedicated accounts will directly aid in the maintenance of the Northwoods Regional ATV Trail system. The Northwoods Regional ATV Trail system is one of the largest trail systems in Minnesota with over 340 miles now. As an Alliance of the great system we are grateful for the appropriation.

Listed below are the projects that the trail system will be conducting with the Funding.

Summary: the following clubs and projects are listed below for the First of Two contracts that will be conducted in the use of the \$500,000.00 for maintenance on highly impacted areas on the Northwoods Regional ATV Trail system.

2024 Contract dedicated funding appropriation:

Contract #1: \$250,000.000

Trail Project Break Down Dedicated Funds	
Blind lake	\$ 23,927.00
Project	Grand Canyon fix (West County Road 29)
North Soo line	\$ 80,000.00
Project	surface hardening
Lawler	\$ 22,162.50
Project	gravel spreading northwest loop
Redtop	\$ 35,562.50
project	Southeast run graveling
Project	fix up foxy
Solana	\$ 56,362.50
Project	8 miles of dozer work on the south end
Moose River Trails (Over the Hills Gang)	\$ 26,798.25
Project	gravel spreading South cedar powerline area
Hill City Connector	\$ 22,162.50
Project	county road 7 to 615th section of trail
Total	\$ 266,975.25

Attachment A, Project Budget and Scope of Work

Project Summary's and Descriptions:

Trail: North Soo line

Maintenance operator: Aitkin County

Amount: \$80,000.00

Description: The North and South Soo line are the backbones of the Northwoods ATV Trail system. Throughout the Soo lines there are large areas of wash-boarding due to the high traffic numbers and lack of binding aggregate to make for a proper trail bed. This project will consist of Contractor work in the process of combing binder aggregate back into the Soo Grade trail footprint to firm up the trail and mitigate wash boarding from occurring on the trail. This is a high priority project due to the nature of the trail system and amount of consistent traffic. Numerous reports of unstable driving occur on a monthly basis.

Cost Break Down:

100	Contractor Dozer work D6	\$ 155.00	=	\$ 15,500.00
300	Vehicle miles checking on work conducted	\$ 0.54	=	\$ 162.50
3200	1600 yards per Soo line (north + south)	\$ 25.00	=	\$ 80,000.00
10	Labor hours/ Admin hours	\$20.00	=	\$ 200.00
	Total Cost		=	\$ 95,862.50

Elevation

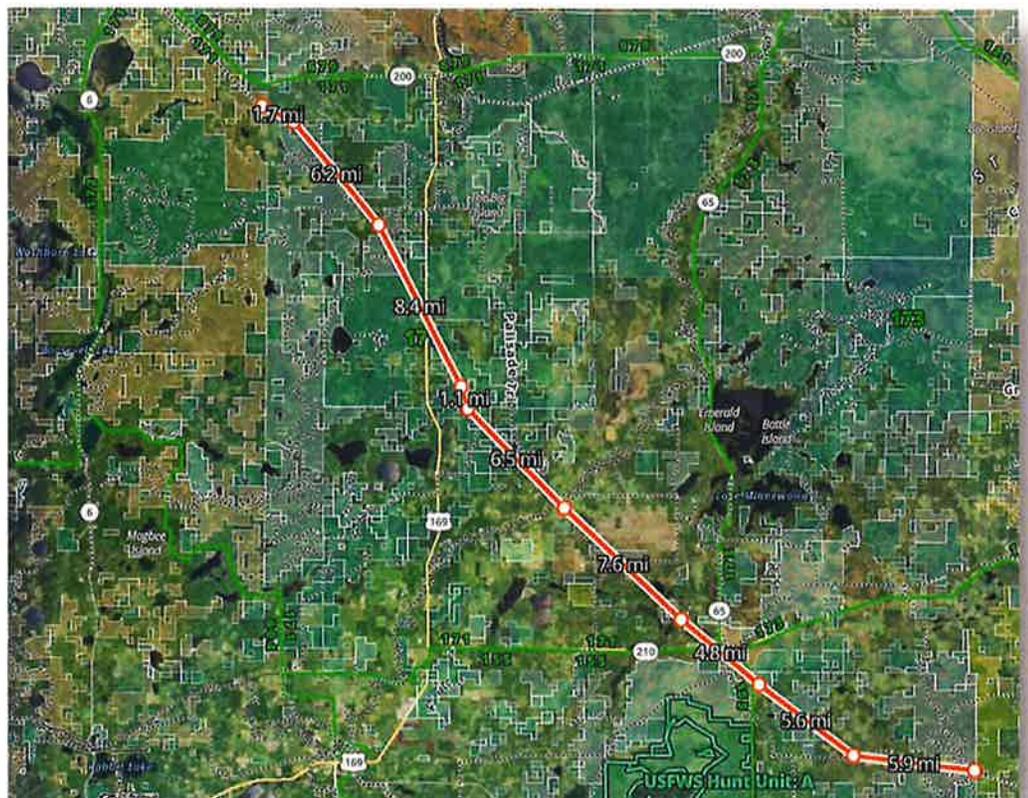


Hide on map

Distance
↔ 47.6 mi

Elevation Gain
↗ 162 ft

Elevation Loss
↘ 223 ft



Attachment A, Project Budget and Scope of Work

Trail: Blind Lake Connector

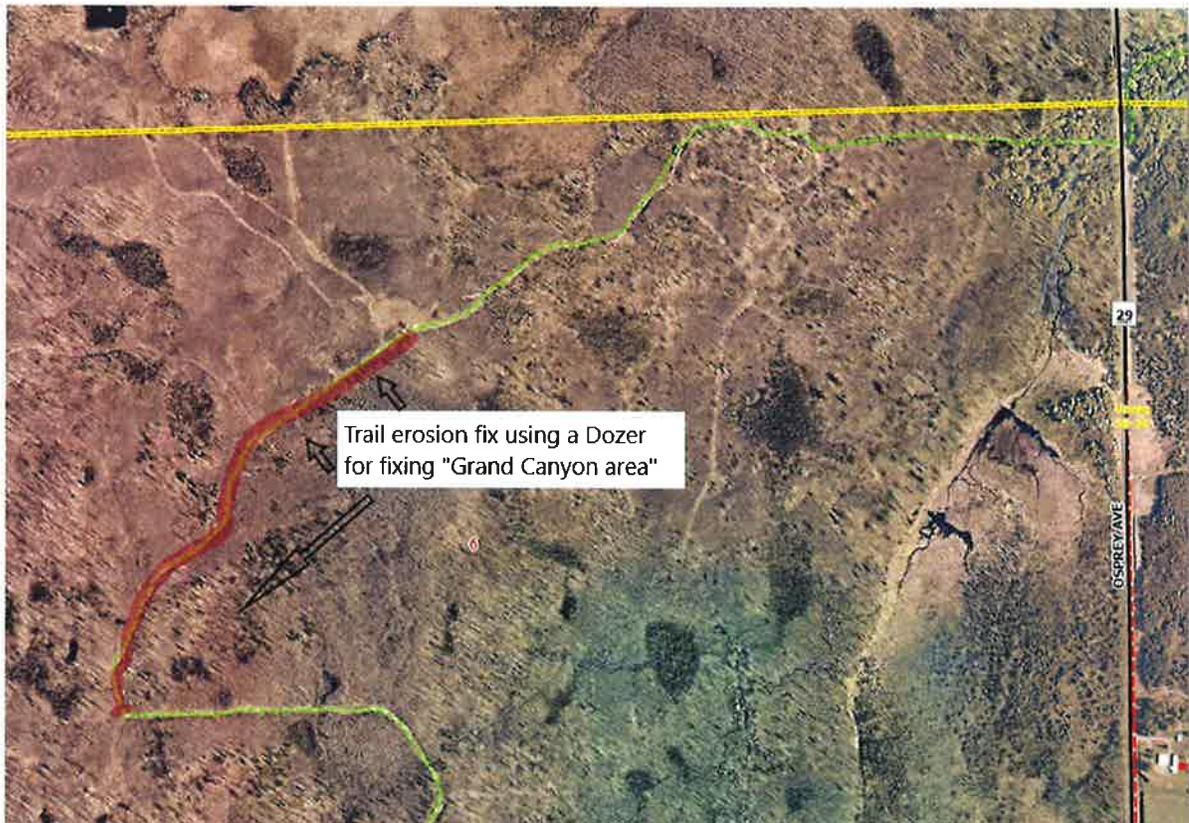
Maintenance operator: Blind Lake ATV Club

Amount: \$23,927.00

Description: The blind lake connector has a variety of elevation gains and falls. In the particular area a 0.5 mile of 5% grade exist and has resulted in large amounts of erosion. The plan is to have a contractor rebuild the soil erosion catches and spreading of material to help catch water versus having it run down the trail.

Cost Break Down:

100	Contractor Dozer work D6	\$ 165.00	=	\$ 16,500.00
50	Vehicle miles checking on work conducted	\$ 0.54	=	\$ 27.00
240	1600 yards per Soo line (north + south)	\$ 30.00	=	\$ 7,200.00
10	Labor hours/ Admin hours	\$20.00	=	\$ 200.00
		Total Cost	=	\$23,927.00



Attachment A, Project Budget and Scope of Work

Trail: Lawler

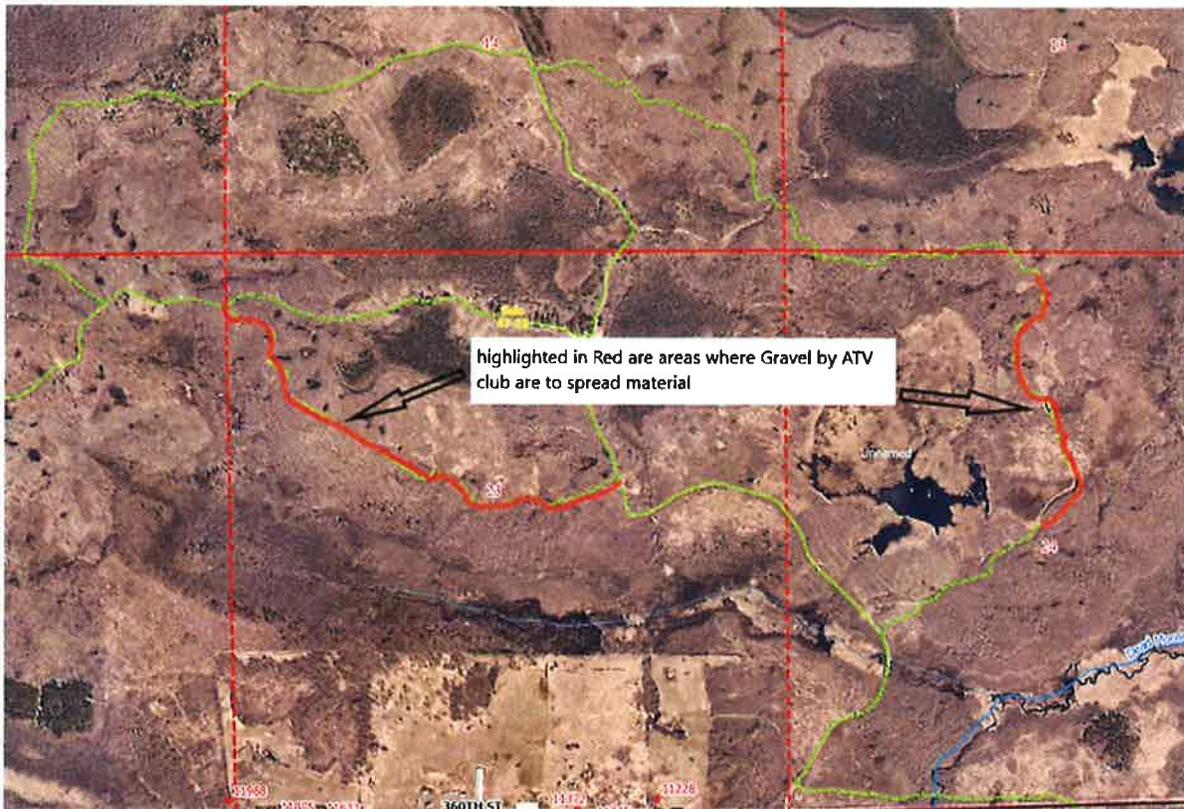
Maintenance operator: Up-North Riders ATV Club

Amount: \$22,162.50

Description: The project is a continuation of an ongoing effort to repair worn areas and water holes on the Turnock loop section of the ATV Trail system. This will consist of contractor spreading material and use of a Track hauler rented by RMS for hauling and spreading material.

Cost Break Down:

3	Track Hauler Rental (\$3300 per week)\$ 3300	=	\$ 6,600.00
300	Vehicle miles checking on work conducted \$ 0.54	=	\$ 162.50
3200	1000 yards per Soo line (north + south) \$ 10.00	=	\$ 10,000.00
120	Labor hours/ Admin hours \$20.00	=	\$ 2,400.00
30	Contractor W/skidloader \$100.00	=	\$ 3,000.00
	Total Cost	=	\$ 22,162.50



Attachment A, Project Budget and Scope of Work

Trail: Redtop

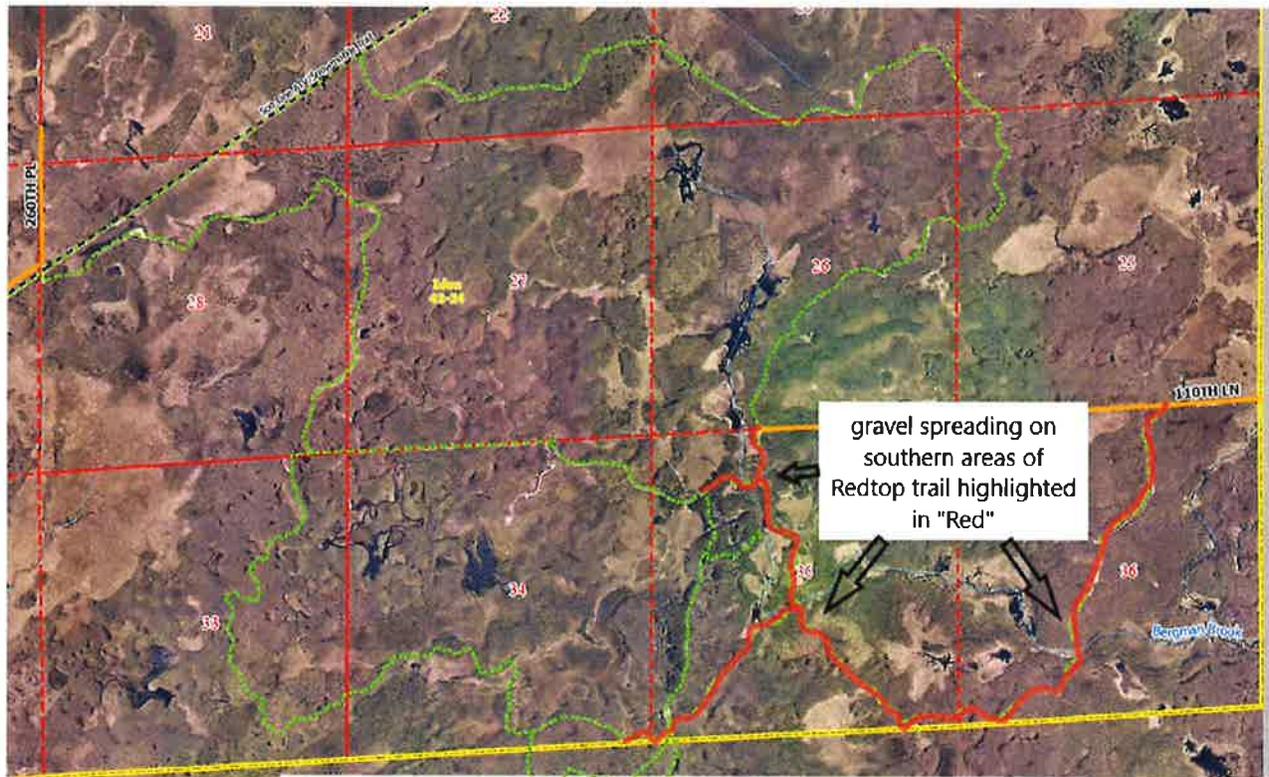
Maintenance operator: Mille Lacs Driftskippers

Amount: \$35,562.50

Description: Redtop trails are some of the most used trails in the entire Northwoods Regional ATV Trail system. The use of Mille Lacs Driftskippers machines, along with use of contractors will be utilized for spreading gravel throughout the Southeast run trail segments along with the Clear cut road and other sections of the trails where water holes and erosion have occurred to help maintain the trail beds.

Cost Break Down:

200	Dump truck hauler 80hp	\$ 65.00	=	\$ 13,000.00
300	Vehicle miles checking on work conducted	\$ 0.54	=	\$ 162.50
3200	1000 yards developed material	\$ 10.00	=	\$ 10,000.00
120	Labor hours/ Admin hours	\$20.00	=	\$ 2,400.00
100	Contractor W/skidloader	\$100.00	=	\$ 10,000.00
	Total cost =			\$ 35,562.50



Attachment A, Project Budget and Scope of Work

Trail: Solana ATV Trail loops

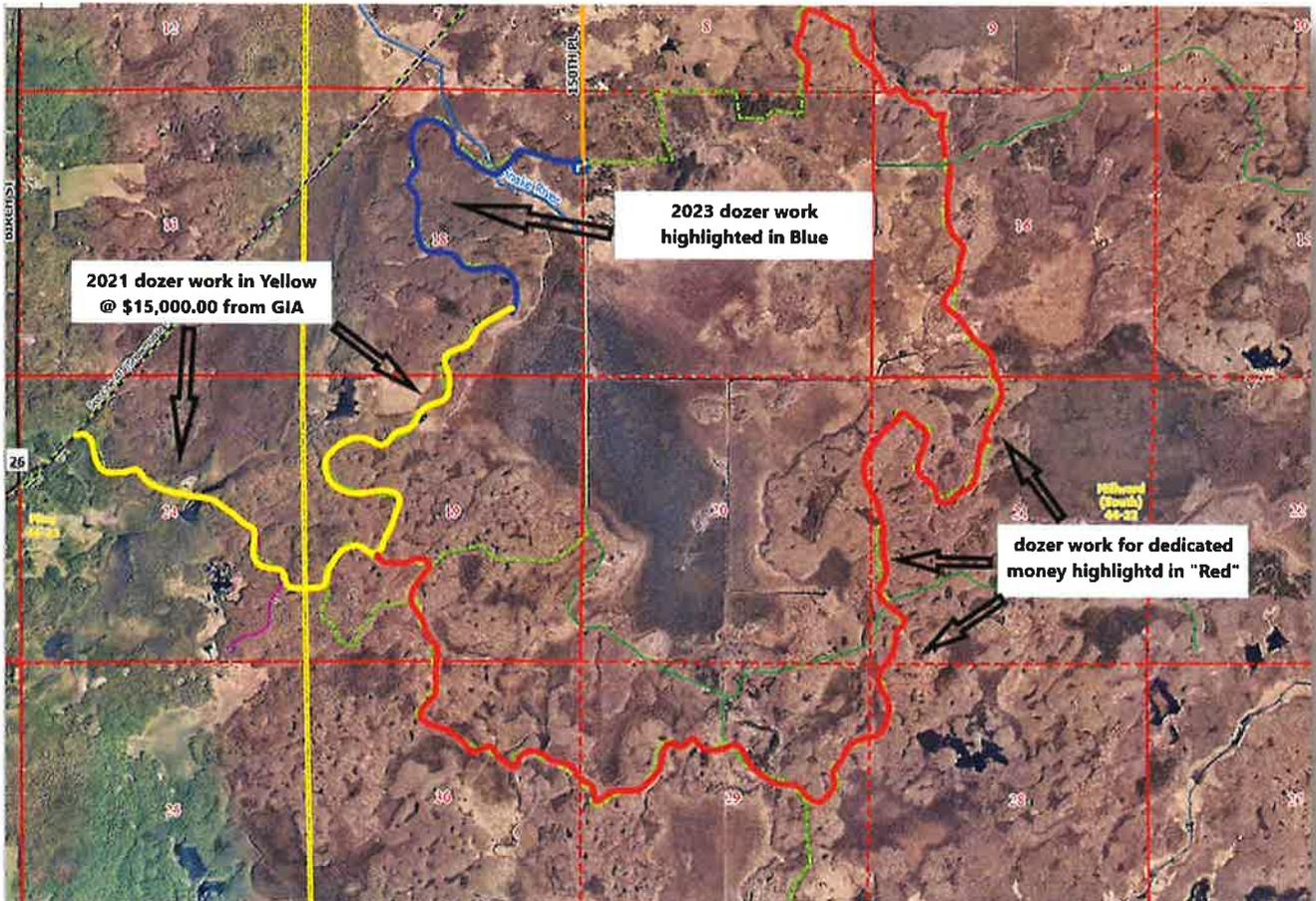
Maintenance operator: Whitepine Riders ATV club

Amount: \$56,362.50

Description: The Solana ATV Trail loops are another area that are used in large amounts by ATV Recreationalists. Due to the nature of its location Solana experiences a lot of riders from the metro area coming for day use scenarios which amounts to large amounts of traffic. With this project it would amount to the continuation of using a Dozer to rebuild aging and deteriorating trail beds and shearing of vegetation that is overcrowding the ATV Trails. Roughly 8 miles of dozer work is to be conducted. Use of contractor will be the exclusive work force on this project. further work beyond the scope of this will be using a track hauler to deliver gravel throughout the trail areas that are fixed. RMS rental @ \$3,300 per week.

Cost Break Down:

240	Contractor work with large dozer	\$ 165.00	=	\$ 39,600.00
300	Vehicle miles checking on work conducted	\$ 0.54	=	\$ 162.50
500	Contractor gravel delivered to stockpile area	\$ 25.00	=	\$ 12,500.00
40	Labor hours/ Admin hours	\$20.00	=	\$ 800.00
1	RMS track hauler	\$3300.00	=	\$ 3,300.00
Total cost =				\$ 56,362.50



Attachment A, Project Budget and Scope of Work

Trail: Moose River ATV Trails

Trail Location: (South Wren & South Cedar Lake Loops) Approximately 5.1 miles of trail beginning at the intersection of Emily /Outing “A” Trail and Wren Lake Loop, extending to the east on Wren Lake loop intersecting with Cedar Lake Loop, then extending east to intersection of Cedar Lake Loop and Pikus Forest Road. Trail accessible by Pikus Forest Road or Emily Outing “A” Trail

Maintenance operator: Over the Hills Gang ATV Club

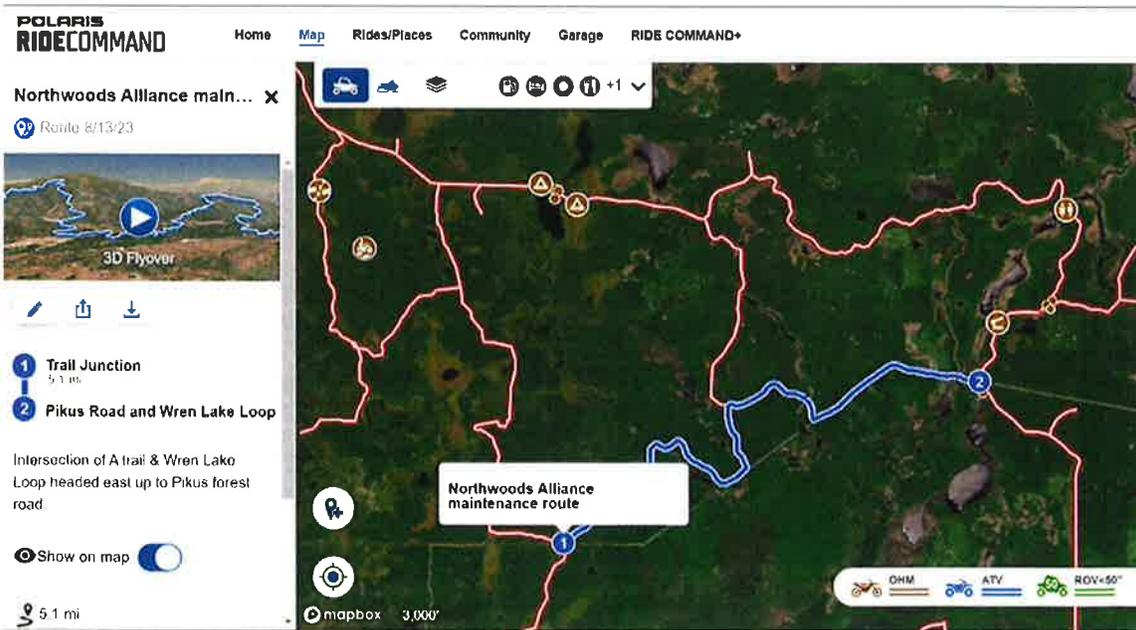
Amount: NTE \$ 26,798.25 (Contract 1)

Description: Trail area is a remote area of trail that has numerous water holes, areas of trail braiding, and exposed large rock. A majority of the trail runs near power line easement and not a timber haul route. This trail section needs work to elevate grade by adding gravel, ditching as needed with excavator placing excavated material on the trail, dozing /grading to crown and slope trail for proper storm water drainage, repairs to dry route next to wet route areas, and removal of large rocks. Repairs to the trail will be carried out by contractors.

- Area 1: Mile 0 to Mile 2.1 (“A” Trail Intersection and Wren Lake Loop) Forest Trail
- Area 2: Mile 2.1 to 2.4 (Wren Lake Loop near Power Line)
- Area 3: Mile 2.4 to 2.8 (Wren Lake Loop to Cedar Lake Loop Intersection) Forest Trail
- Area 4: Mile 2.8 to 3.7 (Cedar Lake Loop to Power Line) Forest Trail
- Area 5: Mile 3.7 to 5.1 (Cedar Lake Loop near Power Line)

Cost Break Down:

120	Operator & Equipment per hr.	\$ 150.00	=	\$ 18,000.00
150	Vehicle miles checking on work conducted	\$ 0.655	=	\$ 98.25
200	Contractor gravel delivered to stockpile area	\$ 25.00	=	\$ 5000.00
20	Labor hours/ Admin hours	\$20.00	=	\$ 400.00
1	RMS track hauler	\$3300.00	=	\$ 3,300.00
Total cost =				\$26,798.25



Attachment A, Project Budget and Scope of Work

Trail: Hill City Connector

Maintenance operator: Northwoods Quads ATV Club

Amount: \$ 22,162.50

Description: The Hill City connector trail is looking to fix a very loose section of road that consists of large water holes and un-favorable trail aggregate that results in water hole development and ruts. The plan for this area will be to spread a class 5 equivalent gravel material to firm up soils and trail bed to allow for water run off and proper trail riding function. Use of contactors for delivery and spread of material, followed up with club equipment use will mitigate the maintenance area.

Cost Break Down:

450	Dump truck hauling material	\$ 30.00	=	\$ 13,500.00
300	Vehicle miles checking on work conducted	\$ 0.54	=	\$ 162.50
100	Labor hours/ Admin hours	\$20.00	=	\$ 2,000.00
100	Labor W/skidloader	\$65.00	=	\$ 6,500.00
				Total cost = \$ 22,162.50

Hill City Connector: Material spreading and contractor work for rehabbing old trail bed.

Coordinates 46.92901, -93.59288 Copy

Elevation



Hide on map

Distance
↔ 1.7 mi

Elevation Gain
↗ 0 ft

Elevation Loss
↘ 0 ft



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

ADOPTED September 26, 2023

By Commissioner: xxx

20230926-xxx

Approve Northwoods ATV Trail Grant Appropriation

WHEREAS, The Northwoods ATV Trail system has been awarded a grant appropriation from the State of Minnesota for maintenance of the trail system, and

WHEREAS, This is the first of two \$250,000 grants that will be executed for a total appropriation of \$500,000.

NOW, THEREFORE, BE IT RESOLVED, 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 regulation as stated in the grant agreement, and

BE IT FURTHER RESOLVED, That the Aitkin County Land Commissioner is hereby authorized to execute such agreements as are necessary to implement the project on behalf of Aitkin County, and

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

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

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**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 26th day of September 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 26th day of September 2023

Jessica Seibert
County Administrator