



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, December 1, 2020, County Board Room, Historic Courthouse

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 91591451510 and password 189396. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES - November 24 –Board Meeting

PUBLIC COMMENT

COVID-19 Update from Public Health

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve 2021 Grant Contract Agreements for Snowmobile Grant-in-Aid Program FY 2021 Maintenance and Grooming Grants and associated resolutions for: (Babinski)
 - a. Gopherland Trail (\$48,633.6); Resolution 20-58
 - b. La Crescent Trail (\$17,869.50); Resolution 20-59
 - c. Money Creek and TH 76 Trail (\$23,301.83); Resolution 20-60
 - d. Viking Ridge Spring Grove (\$20,042.43); Resolution 20-61

ACTION ITEMS

- 1) Consider approving Bid Package 2 items for the Highway Department shop project. (Pogodzinski)
- 2) Consider approving rezoning request from Cory & Jackie Baker, Yukitan Township for parcel 170051002 and 170005004 from Agricultural Protection to Residential with one recommended condition. (Lacher).

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Budget-focused workshop scheduled 8 December
 - b. TNT Meeting scheduled 8 December
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT**ADJOURN**



Bid Package #2 Final Pricing

Client: Houston County Highway Shop
Project Name: Maintenance Facility
Project Location: Caledonia, MN
Date: November 25th, 2020

Professional Services	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Bid Results 11/25/2020	Notes
Architectural/Structural/Civil Design	\$ 255,750.00	\$ 255,750.00	\$ 255,750.00	HSR with MEP Design
General Conditions	\$ 379,486.00	\$ 379,486.00	\$ 379,486.00	
Building Permits	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
Bonding	\$ 51,489.00	\$ 54,843.00	\$ 52,944.00	
Builder's Risk Insurance	\$ 31,622.00	\$ 34,348.00	\$ 32,804.00	
Special Inspections and Testing	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	Braun Intertech, Inc.
Subtotal - Professional Services	\$ 750,347.00	\$ 771,427.00	\$ 767,984.00	

Site Construction/Development	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Bid Results 11/25/2020	Notes
Excavation/Backfilling/Site Utilities/Grading	\$ 525,000.00	\$ 974,770.00	\$ 974,770.00	Fraser
Hazardous Material Testing and Abatement			\$ 20,000.00	Allowance
Soil Stabilization- Rammed Piers	\$ 75,000.00			
Existing Building Demolition	\$ 60,000.00			Fraser
Surveying and Layout	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Asphalt Paving	\$ 241,675.00	\$ 276,774.00	\$ 369,667.00	Dunn Blacktop
Gravel Surface	\$ 45,000.00			Fraser
Exterior Concrete	\$ 42,957.00	\$ 59,635.00		Wieser Brothers-Included in Category 3A Below
T Panels - Storage Area and Sand / Salt Storage Buildings	\$ 25,800.00	\$ 25,800.00	\$ 145,421.00	AI's Concrete Products
Chain Link Fencing	\$ 75,250.00	\$ 75,250.00	\$ 78,725.00	Century Fencing
Landscaping	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	Seed ing and Rock Mulch Allowance
Sheriff's Impound Building	\$ 30,000.00			Relocation by Houston County
Salt/Sand Storage - Hoop Structure	\$ 400,000.00	\$ 574,200.00	\$ 212,304.00	Greystone
Subtotal - Site Construction/Development	\$ 1,555,682.00	\$ 2,021,429.00	\$ 1,835,887.00	

Building Construction	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Bid Results 11/25/2020	Notes
3A Cast in Place Concrete and Exterior Paving	\$ 426,136.00	\$ 446,360.00	\$ 716,674.00	30K Ground Thaw Allow, 125K Hoop Foundations Allow, 10K Misc. Allow
3B Pre Cast Architectural Wall Panels	\$ 165,525.00	\$ 175,899.00	\$ 107,992.00	Al's Concrete
3C Hollow Core Plank			\$ 63,400.00	Allowance
4A Masonry	\$ 50,422.00	\$ 62,346.00	\$ 61,870.00	Rusty Berger Masonry
5A Metal Fabrications	\$ 51,477.00	\$ 73,256.00	\$ 45,110.00	Valley Custom Welding
6A Carpentry	\$ 70,777.00	\$ 70,777.00	\$ 90,300.00	Wieser Brothers- Includes 10K Allowance
6B Casework (Furnish)	\$ 31,627.00	\$ 32,205.00	\$ 17,478.00	Midwest Millwork
Thermal Insulation	\$ 36,469.00	\$ 8,116.00		Included in Division 9A and 3A
7A EPDM Roofing	\$ 43,200.00	\$ 44,800.00	\$ 36,400.00	WHV, Inc.
Metal Wall Panels	\$ 22,835.00	\$ 22,835.00		Wieser Brothers Division 13A
Expansion Control and Caulking	\$ 23,691.00	\$ 23,691.00		Wieser Brothers Division 6A
8A Door and Hardware (Furnish)	\$ 78,057.00	\$ 90,195.00	\$ 43,200.00	Valley Builder's Hardware
8C Overhead Sectional Doors	\$ 54,000.00	\$ 72,000.00	\$ 58,292.00	7 Rivers OHD
8B Aluminum and Glazing	\$ 29,578.00	\$ 44,728.00	\$ 47,939.00	Glass Service Center
9A Metal Studs and Drywall	\$ 131,891.00	\$ 142,321.00	\$ 146,500.00	Wieser Brothers
9C Carpet and Resilient Flooring	\$ 43,200.00	\$ 43,200.00	\$ 21,500.00	Hiller Stores
9B Acoustical Tile Ceilings	\$ 21,600.00	\$ 14,700.00	\$ 18,050.00	Twin City Acoustics
9D Tiling			\$ 12,277.00	Tim's Construction Group
9E Polished Concrete			\$ 6,255.00	Windsor Companies
9F Paint	\$ 30,670.00	\$ 34,312.00	\$ 25,297.00	High Performance Coatings
10A Specialties (Furnish)	\$ 12,078.00	\$ 11,425.00	\$ 1,747.00	Superior Building Specialties
Exterior Signage	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	Allowance
10B Wall and Door Protection			\$ 1,793.00	Superior Building Specialties
10C Lockers (Furnish)			\$ 7,421.00	Bartley Sales and Service
Entrance Canopies	\$ 15,000.00			Included in Metals and EPDM Roofing
12A Window Blinds	\$ 5,700.00	\$ 4,500.00	\$ 4,500.00	Allowance
Pre Engineered Building (Furnish)	\$ 1,061,295.00	\$ 1,094,003.00	\$ 481,981.00	American Buildings Company
13A Metal Building Erection			\$ 398,600.00	Wieser Brothers- Includes 20K Allowance
14A Conveying Equipment / Overhead Crane	\$ 80,000.00	\$ 80,000.00	\$ 90,551.00	Lovegreen Material Handling
21A Fire Suppression	\$ 150,000.00	\$ 180,000.00	\$ 98,900.00	Viking Sprinkler
22A Plumbing	\$ 150,000.00	\$ 180,000.00	\$ 197,850.00	Hengel Brothers
23A HVAC	\$ 261,600.00	\$ 261,600.00	\$ 369,261.00	Winona Controls, Inc.
26A Electrical	\$ 450,000.00	\$ 454,000.00	\$ 312,885.00	Kish Electric
Subtotal - Building Construction	\$ 3,511,828.00	\$ 3,682,269.00	\$ 3,499,023.00	
Total Construction Budget	\$ 5,817,857.00	\$ 6,475,125.00	\$ 6,102,894.00	
Contingency of 5%	\$ 290,893.00	\$ 323,757.00	\$ 305,145.00	
Contractors Fee of 1.25%	\$ 76,360.00	\$ 84,987.00	\$ 80,101.00	
Total Construction Budget with Contingency	\$ 6,185,110.00	\$ 6,883,869.00	\$ 6,488,140.00	

Owner Direct Costs	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Bid Results 11/25/2020	Notes
Truck Wash Equipment	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	
Vehicle Lift	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
Brine Equipment	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
Fuel Equipment	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
Furniture, Fixtures, and Equipment	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	Includes \$20,000 for wiring equipment
Moving Expenses	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
Subtotal- Owner Direct Costs	\$ 290,000.00	\$ 290,000.00	\$ 290,000.00	
Total Construction Budget	\$ 6,475,110.00	\$ 7,173,869.00	\$ 6,778,140.00	



BID RESULTS

Project Name: Houston County Highway Department Facility **Bid Package: #2**

Date: November 25, 2020

Work Category	Bidders	Bidder Location	Base Bid	Notes
2A: Hazardous Materials Abatement				

Work Category	Bidders	Bidder Location	Base Bid	Notes
32A: Asphalt Paving (Furnish & Install)	Dunn Blacktop	Winona MN	\$ 369,666.64	

Work Category	Bidders	Bidder Location	Base Bid	Notes
32B: Precast Divider Panels (Furnish & Install)	Al's Concrete Products	La Crescent MN	\$ 145,421.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
32C: Fencing & Gates (Furnish & Install)	Century Fence	Forest Lake MN	\$ 78,725.00	
	Stonebrook Fence	Lakeville MN	\$ 79,894.00	
	Midwest Fence	So St Paul MN	\$ 84,414.00	
	American Fence of Minn	Rochester MN	\$ 89,384.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
3A: Cast in Place Concrete (Furnish & Install)	Hanson Masonry	Owen WI	\$ 789,227.00	
	Wieser Brothers	La Crescent MN	\$ 716,674.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
3B: Precast Wall Panels (Furnish & Install)	Al's Concrete	La Crescent	\$ 107,992.00	
	Crest Precast	La Crescent	\$ 174,400.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
3C: Hollow Core Plank (Furnish & Install)	No Bids			See Allowance

Work Category	Bidders	Bidder Location	Base Bid	Notes
4A: Masonry (Furnish & Install)	Rusty Berger Masonry	Waukon IA	\$ 61,870.00	
	Darold Berger Masonry	Waukon IA	\$ 87,200.00	
	Hanson Masonry	Owen WI	\$ 137,540.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
5A: Metal Fabrications (Furnish Only)	Valley Custom Welding	Elmwood WI	\$ 45,110.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
6A: Carpentry (Furnish & Install)				

Work Category	Bidders	Bidder Location	Base Bid	Notes
6B: Plastic Laminate Casework (Furnish Only)	Midwest Millwork	La Crosse, MN	\$ 17,478.00	
	Northern Woodwork	Thief River Falls, MN	\$ 19,658.00	
	CTB Inc	Wyoming MN	\$ 21,356.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
7A: EPDM Roofing and Sheet Metal Flashings (Furnish & Install)	WHV	Winona MN	\$ 36,400.00	
	Interstate Roofing	Onalaska WI	\$ 43,850.00	
	Ledegar Roofing		\$ 81,150.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
8A: Doors/Frames/Hardware (Furnish Only)	Valley Builders Hdwr	Eau Claire WI	\$ 43,200.00	
	Kendell Doors	Mankato MN	\$ 44,450.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
8B: Aluminum Windows/Doors/Glazing (Furnish & Install)	Glass Service Center	La Crosse WI	\$ 47,939.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
8C: Sectional Doors (Furnish & Install)	Seven Rivers Overhead Door	Onalaska WI	\$ 58,292.00	
	Skold Specialty	Isanti, MN	\$ 93,762.52	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9A: Metal Stud Framing (Furnish & Install)	Mulcahy Nickolaus	Oakdale MN	\$ 162,800.00	
	Wieser Brothers	La Cresecent MN	\$ 141,500.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9B: Acoustical Ceilings (Furnish and Install)	Twin City Acoustics	New Hope MN	\$ 18,050.00	
	Midwest Ceilings	Holmen WI	\$ 18,132.00	
	Country Acoustics	Grand Meadow MNq	\$ 18,875.00	
	Ceiling Pro	Oronoco MN	\$ 20,565.00	
	Poellinger	La Crosse WI	\$ 22,000.00	
	Palmer Soderberg	Rochester MN	\$ 27,000.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9C: Carpet & Resilient Flooring Resilient Base (Furnish & Install)	Hiller Stores Inc	Rochester MN	\$ 21,500.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9D: Tile (Furnish & Install)	Tims Construction Group	Ramsey MN	\$ 12,277.00	
	Grazzini Brothers	Eagan MN	\$ 16,700.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9E: Concrete Polishing (Furnish & Install)	Winsor Co.	St Paul MN	\$ 6,255.00	
	Mavo Systems	White Bear Lk MN	\$ 7,900.00	
	Sterling Stone Tile	Oak Grove MN	\$ 9,000.00	
	Universal Floor Coatings	Hampton MN	\$ 9,947.00	
	Pro Maintenance	Huchinson MN	\$ 15,574.00	
	Power Glaze	Eureco MO	\$ 19,778.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
9F: Painting (Furnish & Install)	High Perfoamance Coatings	Buffalo, MN	\$ 25,297.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
10A: Specialties	Supeior Building Specialties	Fall Creek WI	\$ 1,747.00	
	Bartley Sales	St Louis Park MN	\$ 1,805.00	
	Tri-State Sp[ecialties	Moorhead MN	\$ 1,819.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
10B: Wall and Door Protection (Furnish Only)	Superior Building Spec	Fall Creek WI	\$ 1,793.00	
	Tri-State Sp[ecialties	Moorhead MN	\$ 2,152.00	
	Bartley Sales	St Louis Park MN	\$ 2,260.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
10C: Lockers (Furnish Only)	Bartley Sales	St Louis Park MN	\$ 7,421.00	
	Adams	Fargo ND	\$ 8,342.42	
	Tri-State Sp[ecialties	Moorhead MN	\$ 9,375.00	
	Olympus Lockers	Eden Prairie MN	\$ 9,905.00	
	Building Material Supply	Edina MN	\$ 12,300.00	
	Wissota Supply	Prescott WI	\$ 15,900.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
12A: Window Blinds (Furnish & Install)	No Bids			See allowance

Work Category	Bidders	Bidder Location	Base Bid	Notes
13A: Metal Building Erection (Install as applies)	Wieser Brothers General Contractor	La Crescent MN	\$ 398,600.00	Erection

Work Category	Bidders	Bidder Location	Base Bid	Notes
13B : Fabric Covered/Steel Frame Structure (Furnish & Install)	Greystone	Shakopee MN	\$ 212,304.00	Add \$19827 for one 145'x 110' bldg
	Structures Unlimited	Stratford WI	\$ 238,800.00	No alternate bid
	Legacy Buildings	South Haven MN	\$ 308,219.00	Deduct \$23,600 for one 145'x110' bldg

Work Category	Bidders	Bidder Location	Base Bid	Notes
14A: Conveying Equipment (Furnish & Install)	Lovegreen Material Handling	Eagan MN	\$ 90,551.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
21A: Fire Suppression (Furnish & Install)	Viking Sprinkler	Rochester MN	\$ 98,900.00	
	Olympic Fire Protection	Owatonna MN	\$ 109,500.00	
	Fireline Sprinkler	Whitehall WI	\$ 118,900.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
22A: Plumbing (Furnish & Install)	Hengel Brothers	La Crosse WI	\$ 197,850.00	
	Winona Controls	Caledonia MN	\$ 227,993.00	
	Seven Rivers Mechanical	La Cresecnt MN	\$ 239,890.00	
	Plumbers Mechanical Group[Winona MN	\$ 263,000.00	
	Winona Heating & Vent	Winona MN	\$ 266,622.00	
	Superior Mechanical	Rochester	\$ 271,860.00	
	B & C Plumbing & Heat	Eyota MN	\$ 353,885.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
23A: HVAC (Furnish & Install)	Winona Controls	Caledonia MN	\$ 369,261.00	Alt: Deduct \$35906
	Hengel Brothers	La Crosse WI	\$ 427,861.00	Alt: Deduct \$37,146
	Plumbers Mechanical Group	Winona MN	\$ 455,620.00	Alt: Deduct \$32,755
	Schneider Heating & AC	Onalaska WI	\$ 475,460.00	Alt: Deduct \$31,460
	B&C Plumbing & Heat	Eyota MN	\$ 488,809.00	no alternate bid
	Superior Mechanical	Rochester MN	\$ 499,450.00	Alt: Deduct \$25,900
	Winona Heat & Vent	Winona MN	\$ 510,890.00	Alt: Deduct \$59,699

Work Category	Bidders	Bidder Location	Base Bid	Notes
26A: Electrical (Furnish & Install)	Kish	La Crosse WI	\$ 312,885.00	
	McCabe Electric	Caledonia MN	\$ 337,124.00	
	P&T Elect	La Crescent MN	\$ 362,990.00	

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 30-Nov-20

Person requesting appointment with County Board: Aaron Lacher

Issue:

Final action is needed on a recommendation to amend the zoning of an area, changing it from Agricultural Protection to Residential.

Justification:

See attached Planning Commission findings

Action Requested:

Motion to rezone contingent on one condition.

1. The rezoned area shall only contain one buildable lot unless a plat is approved under section 36 of the Houston County Zoning Ordinance.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Findings of Fact Approved Conditions
Conditional Use Permit Application
Baker Rezone

Following a public hearing held on the date listed above, the Houston County Planning Commission approved the following findings of fact, and conditions. Staff Analysis includes proposed findings contained in staff report

1. CLUP 0100.0506 subd. 2 policy 1 provides that development should be located near cities where services can be provided. The location is within two miles of the City of Rushford and Rushford Village.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				better to have housing around cities where services such as schools and shopping
Richard	Schild	x				close for fire protection. In favor of cluster home development
James	Wieser	x				agrees with rich.
Greg	Myhre	x				agrees with rich

2. CLUP 0100.0501 subd. 2 policy 2 provides that rural housing should be located away from recognized commercial agricultural areas. The proposed area is surrounded by existing dwellings and a golf course, with the nearest registered feedlots being approximately one mile away.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				far enough away from ag, won't be a problem
James	Wieser	x				
Greg	Myhre	x				

Findings of Fact Approved Conditions
Conditional Use Permit Application
Baker Rezone

3. There is much language that emphasizes the importance of proper functioning septic systems, including CLUP 0100.0501 subd. 2 policy 4, policy 8, and policy 9; 0100.0502 subd. 2 policy 6; 0100.0506 subd. 2 policy 4. The applicant has indicated preliminary soils work for septic has been done by a licensed designer.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				agrees with Rich
Richard	Schild	x				
James	Wieser	x				wet parcel, septic will be covered by septic permit applications
Greg	Myhre	x				septic will be addressed when lots

4. CLUP 0100.0506 subd. 2 policy 2 discourages leap-frog development (i.e. development within larger undeveloped areas). The adjoining property to the west is zoned residential, there are multiple existing dwellings nearby, and a golf course borders to the south. The proposal is to add to existing development in the area.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				
James	Wieser	x				good fit
Greg	Myhre	x				

5. The platting set forth in section 36 of the Zoning Ordinance will ensure minimum lot areas, buildable lots, and adequate area for septic drainfields.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
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Findings of Fact Approved Conditions
Conditional Use Permit Application
Baker Rezone

Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				
James	Wieser	x				
Greg	Myhre	x				

6. Area would be a nice place to have some homes because of golf course and existing nearby homes.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				
James	Wieser	x				
Greg	Myhre	x				

7. Ag land should stay ag land

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner		x			broad statement. 8 acres is too small for modern ag
Edward	Hammell		x			should be exceptions, this is not usable and around other homes.
Richard	Schild		x			Agrees with Ed.
James	Wieser					ag would not be profitable on this property
Greg	Myhre					Agrees with Ed

Motion to adopt findings

Findings of Fact Approved Conditions
Conditional Use Permit Application
Baker Rezone

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				
James	Wieser	x				
Greg	Myhre	x				

Motion to recommend rezoning contingent on one condition.

		Yes	No	Staff Analysis	Applicant Analysis	Comments
Robert	Conway					
Wayne	Feldmeier	x				
Larry	Hafner	x				
Edward	Hammell	x				
Richard	Schild	x				
James	Wieser	x				
Greg	Myhre	x				

Approved Conditions:

1

The rezoned area shall only contain one buildable lot unless a plat is approved under section 36 of the Houston County Zoning Ordinance.



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



STAFF REPORT

11/9/2020

Application Date:
Hearing Date: 11/19/2020
Petitioner: Cory & Jackie Baker
Reviewer: Aaron Lacher
Zoning: Ag Protection
Address: 22848 State 16
Township: Yucatan
Parcel Number: 170051002
Submitted Materials: Zoning Amendment Application

OVERVIEW

REQUEST

The Applicants request to amend the zoning map to change parcels 17.0051.002 and 17.0005.004 from Agricultural Protection to Residential.

SUMMARY OF NOTEWORTHY TOPICS

The Applicants proposed project involves the creation of up to six new residential lots on the above parcels. Amendment of the zoning district is the first step in this process, and if approved, would be followed by a platting process.

Portions of the property were previously associated with the Golden Parrot Restaurant and Motel, which no longer operates. Both parcels have been split numerous times in the past. Two adjoining parcels to the west and accessed from Spruce Ln, 17.0005.003 and 17.0051.000, underwent a rezoning in 2009 and are zoned residential (Figure 1). Additional parcels on Spruce Ln remain zoned agricultural, and are single family homes on parcels smaller than 1 acre, with buildings that do not meet setbacks required in the Agricultural District. As such, they are arguably more akin to homes commonly found in the Residential District than in the Agricultural District. The Zoning Office contacted the owners of these properties to gauge interest in potentially rezoning additional areas, but found no interest.

Ferndale Country Club borders the subject property to the south.

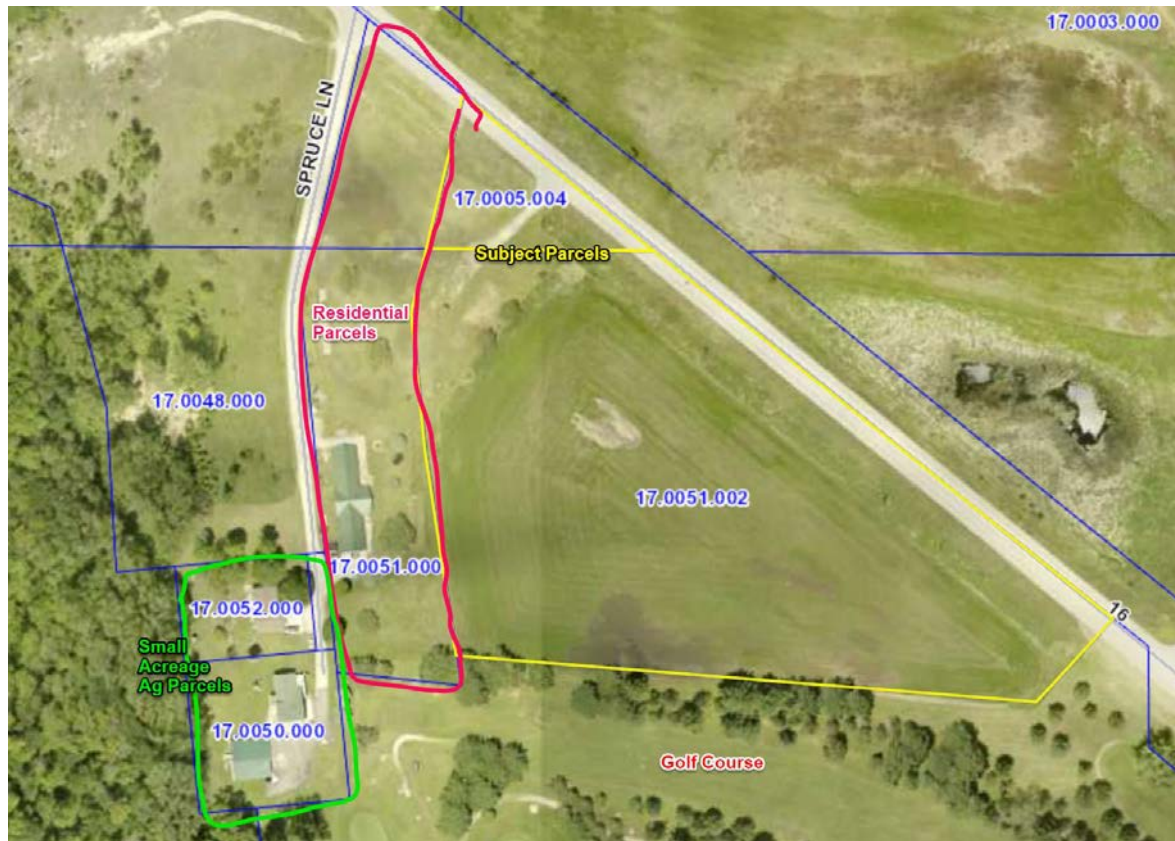


Figure 1 Existing Development

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Yucatan Township and the ten nearest property owners were notified. No comments were received.

SITE CHARACTERISTICS

The property consist of approximately nine acres along State Hwy 16 in the northwest portion of the County. Access is from State Hwy 16. Ground is flat with slopes of <2%. Soils are primarily Madelia silt loams. These class II soils have a very limited rating for dwellings due to the depth to the saturated zone. There are no floodplains, wetlands, or mapped water features on the property, with the nearest being wetlands on the north side of State Hwy 16 and the golf course, and an intermittent stream on the golf course (Figure 2). The nearest feedlots are approximately 1 mile to the south and to the east on Ekern Rd and Superfarm Dr (Figure 3). The nearest mine is approximately A sand pit is operated approximately 2000' to the east.

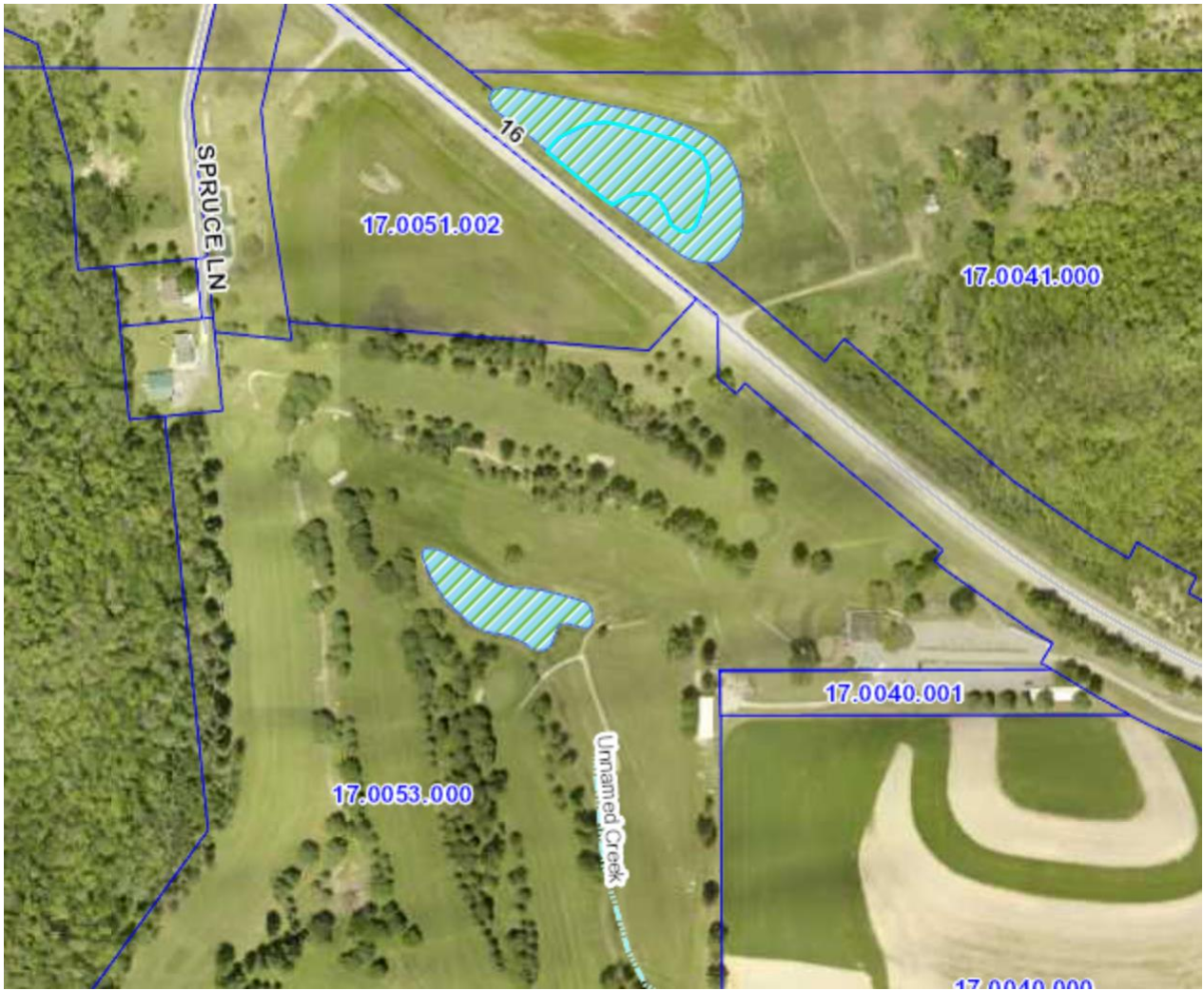


Figure 2 Water Features



Figure 3 Feedlots

EVALUATION

Section 8.6 of the Houston County Zoning Ordinance requires that the Board make findings in support of a decision, but does not prescribe specific criteria. The following are findings are proposed by staff for your consideration. As each application is unique, the standards cited below have been interpreted such to find reasonable connections.

1. CLUP 0100.0506 subd. 2 policy 1 provides that development should be located near cities where services can be provided. The location is within two miles of the City of Rushford and Rushford Village.
2. CLUP 0100.0501 subd. 2 policy 2 provides that rural housing should be located away from recognized commercial agricultural areas. The proposed area is surrounded by existing dwellings and a golf course, with the nearest registered feedlots being approximately one mile away.
3. There is much language that emphasizes the importance of proper functioning septic systems, including CLUP 0100.0501 subd. 2 policy 4, policy 8, and policy 9; 0100.0502 subd. 2 policy 6; 0100.0506 subd. 2 policy 4. The applicant has indicated preliminary soils work for septic has been done by a licensed designer.
4. CLUP 0100.0506 subd. 2 policy 2 discourages leap-frog development (i.e. development within larger undeveloped areas). The adjoining property to the west is zoned residential, there are multiple existing dwellings nearby, and a golf course borders to the south. The proposal is to add to existing development in the area.
5. The platting set forth in section 36 of the Zoning Ordinance will ensure minimum lot areas, buildable lots, and adequate area for septic drainfields.

Should the permit be granted, staff recommend requiring the following conditions:

1. Rezoning shall not take effect until a plat for the proposed parcels is approved per section 36 of the Houston County Zoning Ordinance.

Proposed motion: Motion to recommend rezoning contingent on the one condition above.

Enclosed please find the following items:



By: _____

1. Overview
2. Application according to Zoning Ordinance Section 8 Subdivision 2
3. Photo of property outlined in yellow, and surrounding area
4. Photo of three adjacent residential homes and golf course
5. Dimensions of property

Overview

We purchased the property in June of this year and hope to have it zoned residential. We've driven by the property for years and think it would be a good place for a few houses. It is next to Ferndale golf course and three residential homes. Now seems to be a good time to consider the options for this property – building lots in and around Rushford are very limited and the golf course has renewed life under new ownership. We are seeking rough approval for up to 6 lots. The property is 9.62 acres – roughly the size of three city blocks – ample room for 6 houses. I was pleased to hear from the Yucatan Township Board members that they welcome development in the township. We have preliminary approvals from a septic professional and MNDOT. At this time, we need a residential zoning classification in order to move onto the next steps of working out the details in regards to number of lots, roads, etc. The final number of lots, depends on the cost related to the project and how the plat comes together. It might be that the plat and road system works best with 4 lots instead of 6, for example. We just won't know that until we get the surveyor on site and started. If more than 1 house is desired, a plat would be required, specific requirements would be met and the final plat would be submitted to the county for approval.

Date: October 19, 2020

To: Aaron Lacher
Houston County Planning/Zoning
304 S Marshall Street, Suite 209
Caledonia MN 55921
Aaron.Lacher@co.houston.mn.us

From: Cory and Jackie Baker
22848 State Hwy 16
Rushford MN 55971
Yucatan Township, Houston County
Jbaker1814@gmail.com

Re: Application to Change property from Agricultural and Highway Business to Residential

Zoning Ordinance Section 8 – Amendments

Subdivision 2. Applications to Change District Boundaries or Land Use

1. Names and addresses of the petitioners and their signatures to the petition.

Cory Baker, 22848 State Hwy 16, Rushford MN 55971

Jackie Baker, 22848 State Hwy 16, Rushford MN 55971

2. A specific description of the area proposed to be rezoned or amended and the names and addresses of all owners of property lying within one quarter (1/4) mile of such area, and a description of the property owned by each. Note: ¼ mile = 1,320 feet

The area proposed to be rezoned is two parcels. The two parcels are currently zoned highway business and agricultural and we would like to have them rezoned to residential.

170051002 8.67 acres

170005004 .95 acres

Neighboring property owners within ¼ mile (1,320 feet): See attached sheet

3. The present district classification of the area and the proposed district classification.

The current classification for the two parcels is highway business and agricultural and the proposed district classification of both parcels is to residential. The two parcels border 3 residences and a golf course. Our property used to contain a supper club up until the early 90's. since then it has been

4. Proposed use of the land (a statement of the type, extent, area, etc).

We would like to have up to 6 residential lots, for single family homes. Preliminary approvals have been granted by a Septic professional and MnDot.

The surrounding area is predominately residential with homes sitting on 2 acres or less (ie. Prukas, Coles, Green Acres). No livestock are located within the ¼ mile radius. There is very little tillable land within the ¼ mile radius. There is one field located on the other side of the golf course within the ¼ mile radius. Golf Courses and residential areas co-exist in every other community.

5. Compatibility with the Land Use Plan of Houston County. A statement of conditions warranting the change in zoning district or uses.

Our property is located on the western edge of Houston county, near the Houston/Fillmore county line. This area is experiencing urban growth as it is only 3 miles from Rushford and adjacent to Ferndale golf course. Two new houses were built less than a year ago across county line in Fillmore County. Due to the fact that buildable lots are limited in and around Rushford, this proposal fits well within the Houston County Land Use plan as the Plan encourages growth and development near major cities in the area that are experiencing growth themselves. In this case, spillover from Rushford.

The previous owner did not provide any cropping history for us, however we live in the area and have observed for several years that even if crops were planted they were rarely harvested. Owner was recently striving for bee habitat and wildlife habitat, by maintaining grass cover. It is not practical to farm a small 8.67 acre field, it is undesirable to transport equipment to small acreage.

6. A legal description of the property to be rezoned or amended.

See attached description.

7. A map, plot plan, or survey plot of property to be rezoned or amended showing location, dimensions, zoning of adjacent properties within 500 feet in incorporated areas and ½ mile in unincorporated area drawn to scale.

On file at the Zoning Office per Aaron Lacher.

Neighboring property owners within ¼ mile (1,320 feet):

170050000

Daryl and Karen Pruka

4118 Spruce Ln

Rushford MN 55971

Residential .92 acres

170003001

Chris and Ann Hoiland

23740 State 16

Rushford MN 55971

Residential 7.5 acres

170052000

Jessup Kohnen and Lisa Cole

4098 Spruce Ln

Rushford MN 55971

Residential .55 acres

170006000

Allen Rislove

236 Main Street

Fremont NH 03044

Residential 3.5 acres

170051000

170005003

Green Acres Properties LLC

Po Box 955

Houston MN 55943

Residential 1.98 acres (170051000)

Residential 1.02 acres (170005003)

170001001

170008001

Phillip and Mary Hoiland

23972 State 16

Rushford MN 55971

Ag Dwelling 40 acres (170001001)

Ag Land 37 acres (170008001)

170053000

170040001

Ferndale Golf LLC

784 Olson Dr

Rushford MN 55971

Commercial 67.8 (170053000)

Commercial 2.06 (170040001)

170003000

170041000

Elizabeth Hoiland

300 W Winona Street

Rushford MN 55971

Ag Land 78 acres (170003000)

Ag Land 29.5 acres (170041000)

170048001

170048000

170005000

170005001

Curtis Courrier and Bryce Courrier

Po Box 337

Rushford MN 55971

Ag Land 78.26 (170048001)

Ag Land 3.38 (170048000)

Ag Land 8.1 acres (170005000)

Ag Land 13.59 acres (170005001)

170040000

Donald and Cheryl Kjos

23233 State 16

Rushford MN 55971

Ag Land 37.94 acres

EXHIBIT A

That part of the Southeast Quarter of the Southwest Quarter of Section 19 and that part of the Northeast Quarter of the Northwest Quarter of Section 30, all in Township 104, Range 7, Houston County, Minnesota described as follows:

Commencing at the Southwest Corner of said Section 19; thence on an assumed bearing of North 00 degree 02 minutes 10 seconds East along the West line of said Section 19, a distance of 1573.64 feet to the center line of Minnesota Trunk Highway No. 16; thence South 50 degrees 45 minutes 09 seconds East, along said highway center line, 2012.63 feet; thence South 13 degrees 22 minutes 09 seconds West, 402.02 feet; thence South 05 degrees 42 minutes 22 seconds East, 500.29 feet; thence South 84 degrees 44 minutes 23 seconds East, 16.73 feet to the Southwesterly corner of PARCEL II as described in record Document Number 183501, Houston County, Minnesota; thence North 02 degrees 20 minutes 52 seconds West, along the Westerly line of said PARCEL II, 521.00 feet; thence North 19 degrees 39 minutes 08 seconds East, along said Westerly line, 295.00 feet; thence South 47 degrees 29 minutes 04 seconds East, along the Northeasterly line of said PARCEL II, 90.18 feet to the point of beginning of the parcel to be described; thence continuing South 47 degrees 29 minutes 04 seconds East, 1257.39 feet; thence North 39 degrees 09 minutes 02 seconds East, 24.89 feet to the East line of said Northeast Quarter of the Northwest Quarter of Section 30; thence North 00 degrees 20 minutes 52 seconds West, along said East line, 117.82 feet to said center line of Highway No. 16; thence North 50 degrees 45 minutes 09 seconds West, along said center line, 1201.55 feet to the intersection of a line which bears North 13 degrees 22 minutes 09 seconds East from the point of beginning; thence South 13 degrees 22 minutes 09 seconds West, 48.90 feet to the point of beginning.

ALSO, that part of the Southeast Quarter of the Southwest Quarter of Section 19 and that part of the Northeast Quarter of the Northwest Quarter of Section 30, all in Township 104, Range 7, Houston County, Minnesota described as follows:

Commencing at the Southwest corner of said Section 19; thence on an assumed bearing of North 00 degree 02 minutes 10 seconds East, along the West line of said Section 19, a distance of 1573.64 feet to the center line of Minnesota Trunk Highway No. 16; thence South 50 degrees 45 minutes 09 seconds East, along said highway center line, 2012.63 feet; thence South 13 degrees 22 minutes 09 seconds West, 402.02 feet; thence South 05 degrees 42 minutes 22 seconds East, 500.29 feet; thence South 84 degrees 44 minutes 23 seconds East, 16.73 feet to the Southwesterly corner of PARCEL II as described in record Document Number 183501, Houston County, Minnesota; thence North 02 degrees 20 minutes 52 seconds West, along the Westerly line of said PARCEL II, 521.00 Feet; thence North 19 degrees 39 minutes 08 seconds East along said Westerly line, 295.00 feet; thence South 47 degrees 29 minutes 04 seconds East along the Northeasterly line of said PARCEL II, 90.18 feet to the point of beginning of the parcel to be described; thence South 13 degrees 22 minutes 09

seconds West 255.15 feet; thence South 05 degrees 42 minutes 22 seconds East, 185.69 feet; thence South 08 degrees 38 minutes 29 seconds East 324.10 feet to the Southerly line of said PARCEL II as described in record Document Number 183501, thence South 84 degrees 00 minutes 55 seconds East along said Southerly line of PARCEL II, 923.69 feet to the intersection of a line which bears South 47 degrees 29 minutes 04 seconds East from the point of beginning; thence North 47 degrees 29 minutes 04 seconds West, 1257.39 feet to the point of beginning. Subject to the right of way of said Minnesota Trunk Highway No. 16.

EXCEPT THE FOLLOWING:

That part of the Northeast Quarter of the Northwest Quarter of Section 30, Township 104, Range 7, Houston County, Minnesota described as follows:

Commencing at the Southwest Corner of Section 19, said Township 104, Range 7; thence on an assumed bearing of North 00 degree 02 minutes 10 seconds East, along the West line of said Section 19, a distance of 1573.64 feet to the center line of Minnesota Trunk Highway No. 16; thence South 50 degrees 45 minutes 09 seconds East, along said highway center line, 2012.63 feet; thence South 13 degrees 22 minutes 09 seconds West, 402.02 feet; thence South 05 degrees 42 minutes 22 seconds East, 500.29 feet; thence South 84 degrees 44 minutes 23 seconds East, 16.73 feet to the Southwesterly corner of PARCEL II as described in record Document Number 183501, Houston County, Minnesota; thence North 02 degrees 20 minutes 52 seconds West, along the Westerly line of said PARCEL II, 521.00 feet; thence North 19 degrees 39 minutes 08 seconds East, along said Westerly line, 295.00 feet; thence South 47 degrees 29 minutes 04 seconds East, along the Northeasterly line of said PARCEL II, 90.18 feet to Point A; thence South 13 degrees 22 minutes 09 seconds West, 255.15 feet; thence South 05 degrees 42 minutes 22 seconds East, 185.69 feet; thence South 08 degrees 38 minutes 29 seconds East, 295.91 feet to the point of beginning of the parcel to be described; thence continuing South 08 degrees 38 minutes 29 seconds East, 28.19 feet to the Southerly line of said PARCEL II as described in record Document Number 183501, thence South 84 degrees 00 minutes 55 seconds East, along said Southerly line of PARCEL II, 923.69 feet to the intersection of a line which bears South 47 degrees 29 minutes 04 seconds East from said Point A; thence North 39 degrees 09 minutes 02 seconds East, 24.89 feet to the East line of said Northeast Quarter of the Northwest Quarter of Section 30; thence North 00 degrees 20 minutes 52 seconds West, along said East line, 117.82 feet to said center line of Highway No. 16; thence North 50 degrees 45 minutes 09 seconds West, along said center line, 59.05 feet; thence South 42 degrees 37 minutes 23 seconds West, 153.70 feet; thence North 85 degrees 26 minutes 38 seconds West, 790.57 feet to the point of beginning. Subject to the right of way of said Minnesota Trunk Highway No. 16.

Parcel Nos: 17.0005.004 and 17.0051.002

ABSTRACT PROPERTY

Beacon™ Houston County, MN



Overview



Legend

- Corporate Limits
- Political Township
- Parcels
- Roads

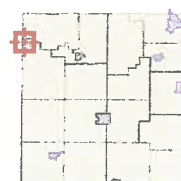
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Developed by  **Schneider**
GEOSPATIAL

Beacon™ Houston County, MN



Overview



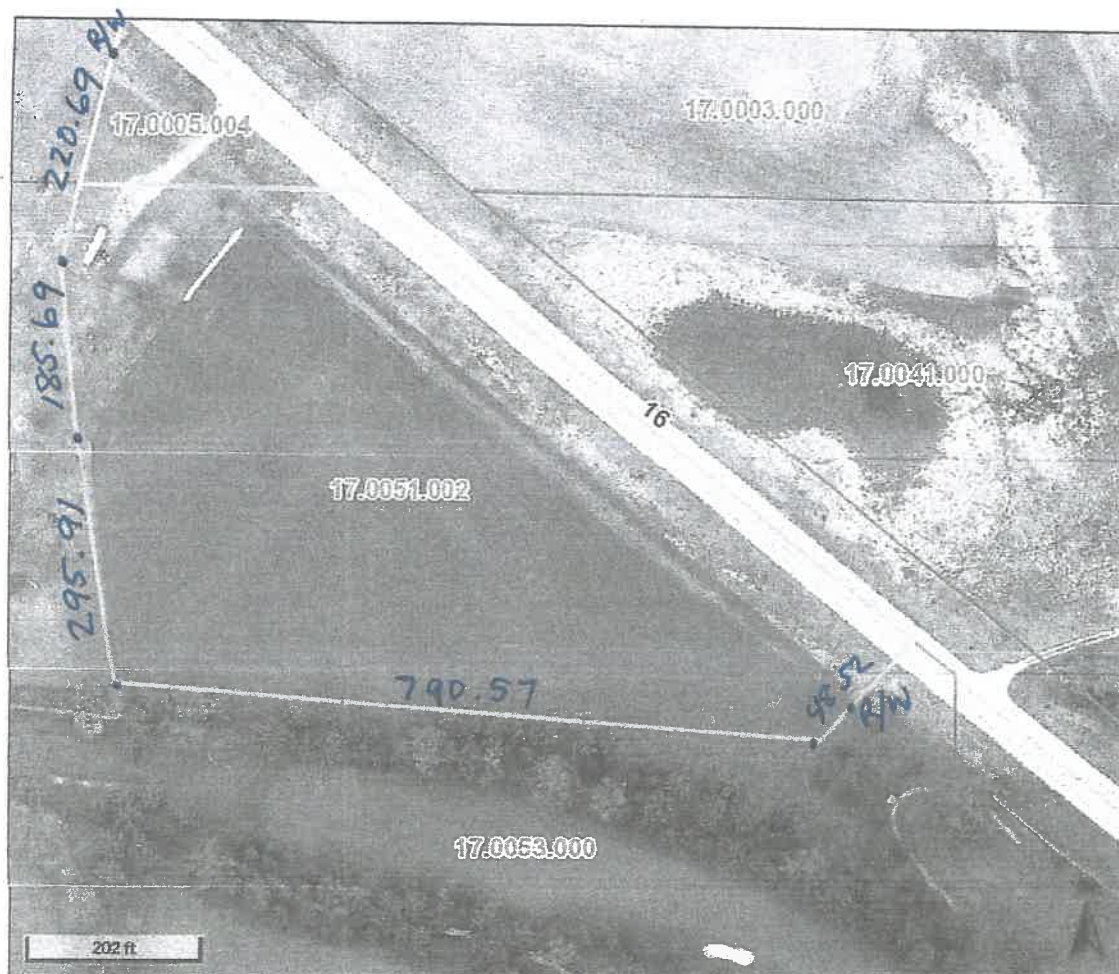
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Overview



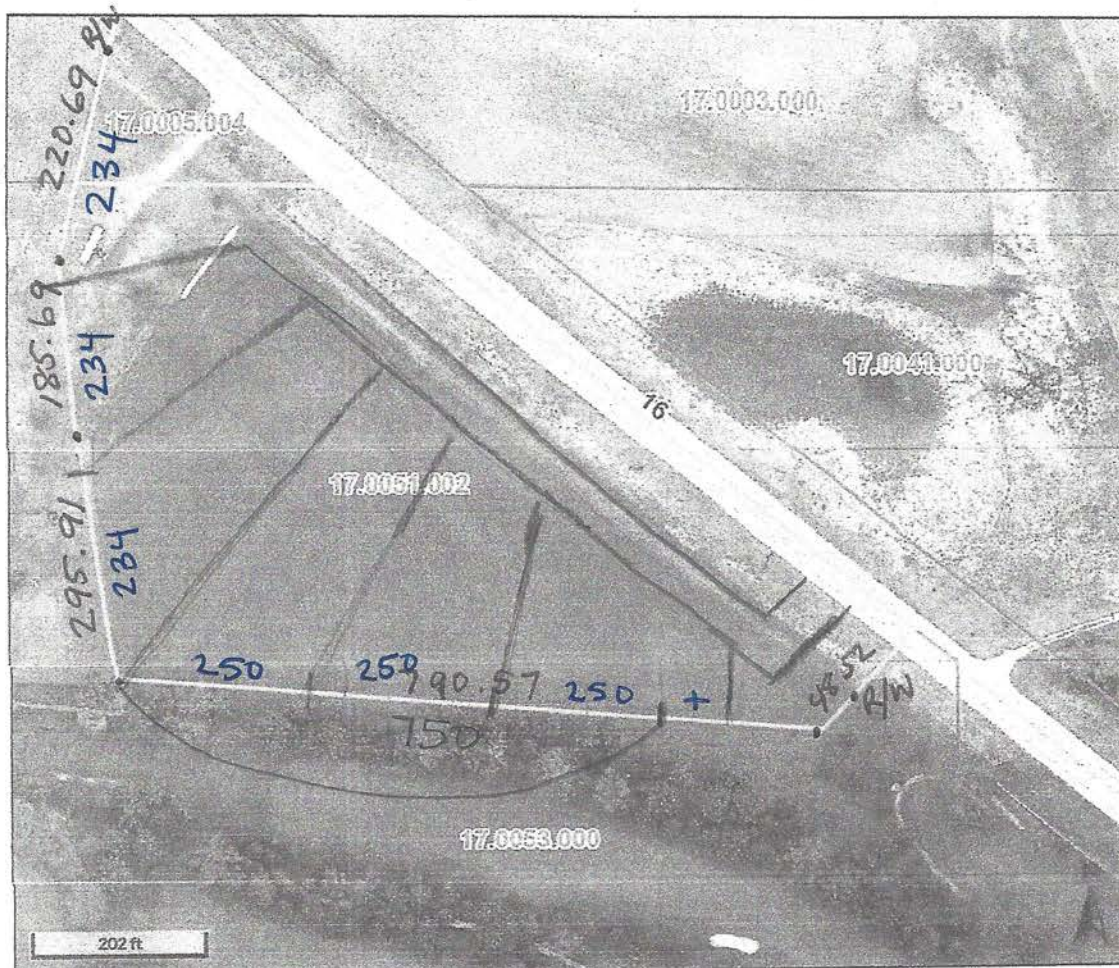
Legend

- ☐ Corporate Limits
- ☐ Political Township
- ☐ Parcels
- ☐ Roads

Parcel ID	170051002	Alternate ID	n/a	Owner Address	4B PROPERTY MANAGEMENT LLC
Sec/Twp/Rng	30/104/007	Class	Ag Land		22848 HWY 16
Property Address	0	Acreage	8.67		RUSHFORD, MN 55971
District	YCTNT/SD239/FD10				
Brief Tax Description	PTNE1/4NW1/4 DOC #230844				
	(Note: Not to be used on legal documents)				

Date created: 7/24/2020

Beacon™ Houston County, MN



Overview



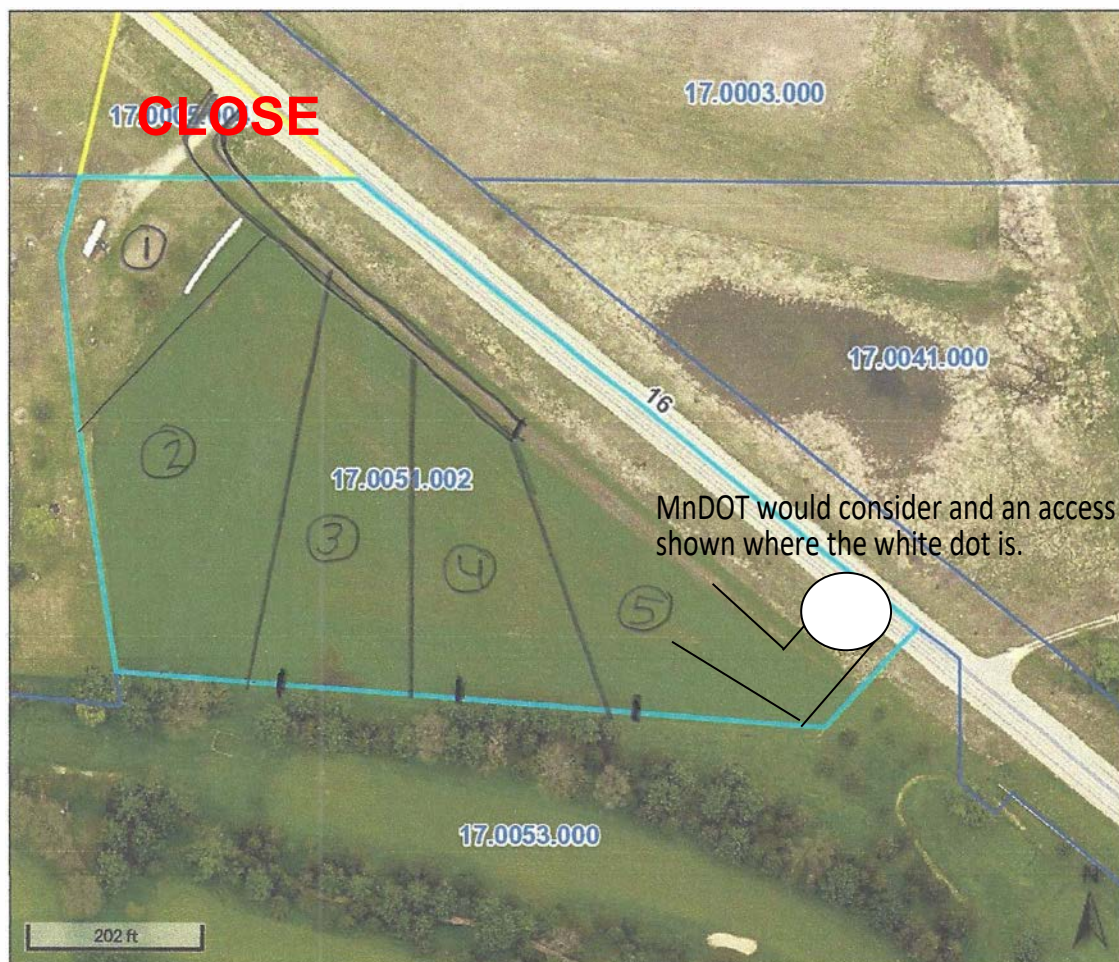
Legend

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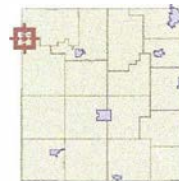
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Date created: 7/24/2020

OBeaconTM Houston County, MN



Overview



Legend

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Parcel ID	170051002	Alternate ID	n/a	Owner Address	4B PROPERTY MANAGEMENTLLC
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BriefTax Description	PTNE1/4NW1/4DOC#230844				
	(Note: Not to be used on legal documents)				

Date created: 7/24/2020
Last Data Uploaded: 7/24/2020 4:03:34AM

Developed by Schneider
.....JI' GEOSPATIAL..

Golf course frontage
 $790.57 \div 4 = 197.64$ each — Roughly #2 has less frontage #5 has more

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2021 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	#186293	3000181082
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Gopherland Trail	
Grant Amount:	\$48,633.63	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("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: Gopherland Trail \$48,633.63.
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, 2020. 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, 2021, 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, 2020 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 \$48,633.63.

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 \$175,000, 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 \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. 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 Jess Althoff, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, jess.althoff@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.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

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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.

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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.

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

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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.

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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.

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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.

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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.

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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: Debora Miller-Heilman

Date: 11/24/20

SWIFT Contract/PO No(s). #186293 / 3000181082

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 20-26

GOPHERLAND SNOWMOBILE TRAIL

May 12, 2020

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Gopherland Trails and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Gopherland Trails agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Gopherland Trail for the 2020-2021 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, Houston County Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 12, 2020.

WITNESS my hand and the seal of my office this 12th day of May, 2020.


Jeff Babinski, County Administrator



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2021 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	#186294	3000181083
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	LaCrescent Trail	
Grant Amount:	\$17,869.50	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("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: LaCrescent Trail \$17,869.50.
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, 2020. 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, 2021, 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, 2020 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 \$17,869.50.

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 \$175,000, 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 \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. 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 Jess Althoff, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, jess.althoff@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.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.

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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.

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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.

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Debra Miller-Heilman

Date: 11/24/20

SWIFT Contract/PO No(s). #186294 / 3000181083

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 20-27

LA CRESCENT SNOWMOBILE TRAIL

May 12, 2020

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Trail for the 2020-2021 snowmobile season.


*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, Houston County Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated May 12, 2020.

WITNESS my hand and the seal of my office this 12th day of May, 2020.


Jeff Babinski, County Administrator



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2021 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	#186295	3000181084
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Money Creek and TH 76 Trail	
Grant Amount:	\$23,301.83	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("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: Money Creek and TH 76 Trail \$23,301.83.
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, 2020. 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, 2021, 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, 2020 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 \$23,301.83.

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 \$175,000, 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 \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. 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 Jess Althoff, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, jess.althoff@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.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:  _____
Debora Miller Heilman

Date: 11/24/20

SWIFT Contract/PO No(s). #186295 / 3000181084

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 20-28

HOUSTON MONEY CREEK SNOWMOBILE TRAIL

May 12, 2020

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston Money Creek Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston Money Creek Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston Money Creek Trail for the 2020-2021 snowmobile season.

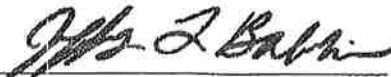
*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, Houston County Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 12, 2020.

WITNESS my hand and the seal of my office this 12th day of May, 2020.



Jeff Babinski, County Administrator



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2021 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	#186296	3000181085
Local Unit of Government Sponsor:	Houston County	
Trail/Club Name:	Viking Ridge Spring Grove	
Grant Amount:	\$20,042.43	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Houston County, 304 South Marshall St, Caledonia, MN 55921. ("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: Viking Ridge Spring Grove \$20,042.43.
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, 2020. 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, 2021, 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, 2020 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 \$20,042.43.

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 \$175,000, 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 \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. 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 Jess Althoff, Area Supervisor, 2118 Campus Dr. SE. Suite 100, Rochester, MN 55904, 507-206-2845, jess.althoff@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Donna Trehus, Auditor-Treasurer, 304 South Marshall St, Caledonia, MN 55921, 507-725-5803, donna.trehus@co.houston.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.

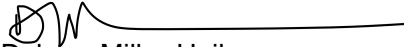
19 Conflict of Interest

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: 
Debora Miller Heilman

Date: 11/24/20

SWIFT Contract/PO No(s). #186296 / 3000181085

2. SPONSOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

RESOLUTION NO. 20-25

VIKING SNOWMOBILE TRAIL

May 12, 2020

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Snowmobile Trail for the 2020-2021 snowmobile season.


*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, Houston County Administrator, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 12, 2020.

WITNESS my hand and the seal of my office this 12th day of May, 2020.


Jeff Babinski, County Administrator

