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## REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on May 9, 2017, at 9:00 a.m., in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**9:00 Call to Order**

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

**9:05 Delegations/Board Appointments/Public Comments\***

1. Scott Johnson, SWCD – Aquatic Invasive Species (AIS) Program Update

**9:25 Consent Agenda**

1. April 25, 2017 Board Proceedings
2. Roseau/Lake of the Woods Sportsman's Club - FY2017 Grant Agreement and Resolution of Support
3. Roseau County Trailblazers - 4<sup>th</sup> Benchmark
4. Roseau County Trailblazers – FY2017 Grant Application and Resolution of Support
5. Advertisement for Hire – Victim Service Advocate
6. Lake of the Woods 1 Watershed 1 Plan - Committee Appointments
7. Final Payment – S.P. 068-604-028

**9:30 Department Reports**

**9:35 County Board Items**

1. Commissioner Committee Reports

**10:15 Unfinished Business**

**10:15 Adjourn**

**\*Limited to five minutes**



# Roseau County Request for Board Action

|  |             |  |
|--|-------------|--|
| <b>Agenda Item #: Board Appointment 1</b><br><small>(for office use only)</small>  |             |  |
| <b>Requested Board Date:</b>   | May 9, 2017 | <b>Originating Department:</b> Soil and Water Conservation District  |
| <b>Subject Title (as it will appear on the Agenda):</b><br>Scott Johnson, SWCD – Aquatic Invasive Species (AIS) Program Update   |             | <b>Presenter:</b> Scott Johnson  |
|  |             | <b>Estimated Amount of Time Needed for Discussion:</b><br><input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes<br><input checked="" type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes |
| <b>Board Action Requested:</b><br>Scott Johnson will meet with the Board to provide an update on the County’s Aquatic Invasive Species Program.  |             |  |
| <b>Background:</b>   |             |  |
| <b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None  |             |  |
| <b>Agenda Classification for County Board Meeting:</b>   |             |  |
| <input checked="" type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda<br><input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports<br><input type="checkbox"/> County Board Items <input type="checkbox"/> Other |             |  |

**FOR OFFICE USE ONLY:**

|  |  |
|--|--|
| <b>Board Action:</b><br>Approved as Requested: _____<br>Denied: _____<br>Tabled: _____<br>Other: _____ | <b>Distribution/Filing Instructions:</b> |
|--|--|



# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

April 25, 2017

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 25, 2017 at 9:00 a.m.

## CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Board Chair Mark Foldesi. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Glenda Phillipe and Jack Swanson. Commissioners Falk and Walker were absent.

## APPROVAL OF AGENDA

A discussion on Association of Minnesota Counties (AMC) Committee appointments was added to County Board Items. A motion to approve the amended Agenda was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski reminded the Board of the Buffer Strip meeting to be held in Thief River Falls on April 27, 2017. Auditor Monsrud announced that Hoffman, Philip and Knutson will re-do the County's 2015 audit, as requested by the State Auditor's Office, at no charge to the County. Ms. Monsrud is preparing a letter to the State Auditor which will include the plans for re-doing the audit. Commissioner Phillipe suggested the presence of the County Attorney at Board meetings when contracts are to be awarded.

## APPROVE BILLS

Paid as forthwith:

### **Warrants Approved For Payment 4/13/2017**

| <u>Vendor Name</u>             | <u>Amount</u>    |
|--------------------------------|------------------|
| ROSEAU CO TRAILBLAZERS         | 28,515.25        |
| VANGUARD APPRAISALS, INC       | 6,340.00         |
| 11 Payments less than 2,000.00 | 5,808.97         |
| <b>Final Total:</b>            | <b>40,664.22</b> |

### **Warrants Approved For Payment 4/20/2017**

| <u>Vendor Name</u>            | <u>Amount</u>    |
|-------------------------------|------------------|
| JOHNSON OIL CO INC            | 2,128.48         |
| MN ENERGY RESOURCES           | 2,253.23         |
| NW CONCRETE PRODUCTS INC      | 27,775.59        |
| 6 Payments less than 2,000.00 | 2,532.89         |
| <b>Final Total:</b>           | <b>34,690.19</b> |

### **Warrants Approved On 4/18/2017 For Payment 4/21/2017**

| <u>Vendor Name</u>           | <u>Amount</u> |
|------------------------------|---------------|
| AVIANDS LLC                  | 7,064.22      |
| HEPPNER CONSULTING INC       | 8,883.08      |
| JOHNSON OIL CO INC           | 4,748.19      |
| MSOP-MN SEX OFFENDER PROGRAM | 4,588.00      |

|                                |                  |
|--------------------------------|------------------|
| NORTHERN RESOURCES COOPERATIVE | 3,387.30         |
| R & Q TRUCKING INC             | 2,406.47         |
| ROSEAU CO HWY DEPT             | 2,405.22         |
| ROSEAU COUNTY FORD             | 29,941.75        |
| THE MASTER'S TOUCH LLC         | 3,264.15         |
| 44 Payments less than 2,000.00 | 18,050.15        |
| <b>Final Total:</b>            | <b>84,738.53</b> |

**Warrants Approved For Payment 4/27/2017**

| <u>Vendor Name</u>             | <u>Amount</u>   |
|--------------------------------|-----------------|
| AFLAC                          | 4,017.64        |
| 12 Payments less than 2,000.00 | 1,391.80        |
| <b>Final Total:</b>            | <b>5,409.44</b> |

**Warrants Approved On 4/25/2017 For Payment 4/28/2017**

| <u>Vendor Name</u>                 | <u>Amount</u>     |
|------------------------------------|-------------------|
| INNOVATIVE FOUNDATION SUPPORTWORKS | 13,323.30         |
| PRO-WEST & ASSOCIATES INC          | 11,350.64         |
| ROSEAU ROOFING & REMODELING        | 65,305.51         |
| SCALEIT USA                        | 3,600.00          |
| SJOBORG'S INC                      | 2,435.25          |
| TURNKEY CORRECTIONS                | 8,400.00          |
| 20 Payments less than 2,000.00     | 8,931.88          |
| <b>Final Total:</b>                | <b>113,346.58</b> |

**CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously. The Board, by adoption of its Consent Agenda, approved the April 11, 2017 Regular Board Meeting Proceedings; approved advertising to hire a Senior Highway Technician; and, approved a 90 day personal leave extension request for Social Services employee Karen Olson.

**COUNTY BOARD ITEMS**

AMC Committee Appointments

Commissioner Swanson informed the Board that he has been appointed Chair of the AMC Research Committee and also as a member of the AMC Finance Committee and noted that there may be an occasion where Roseau County would be responsible for travel expenses. A motion to approve Commissioner Swanson's membership on the AMC Research and Finance Committees was made by Commissioner Phillippe, seconded by Commissioner Foldesi and carried unanimously.

Commissioner Committee Reports

Commissioner Phillippe reported on the following committee(s): One Watershed One Plan, 3/31/17; Operations/Committee of the Whole meetings, 4/4/17; Northwest Regional Development Commission, 4/4/17; Warroad City Council, 4/10/17; Building Committee, 4/11/17; Becker County Attorney meeting, 4/17/17; Social Services Board, 4/18/17; Highway Committee, 4/18/17; Building Committee, 4/18/17; Lake Township Board, 4/18/17; Rural Business Enterprise Grant meeting, 4/19/17; Team EPIC, 4/20/17; Retired Senior Volunteer Plan, 4/21/17; State v. Falk Trial, 4/24/17.

Commissioner Swanson reported on the following committee(s): Roseau Economic Development Authority, 3/29/17; Roseau County Affordable Housing Fund, 3/30/17; AMC

Transportation Task Force Teleconference, 3/31/17; Roseau City Council, 4/3/17; Roseau Municipal Airport Long-Range Development Open House, 4/3/17; Operations/Committee of the Whole meetings, 4/4/17; City of Roseau/Federal Emergency Management Agency Town Hall meeting, 4/4/17; Community Justice Coordinating Committee, 4/5/17; AMC Leadership Summit, 4/6-4/7/17; Representative Dan Fabian Town Hall meeting, 4/10/17; Jadis Town Board, 4/11/17; Northwest Emergency Communications Board, 4/12/17; AMC Executive Committee teleconference, 4/13/17; Team EPIC, 4/13/17; Stepping Up Initiative webinar, 4/13/17; AMC Research Committee teleconference, 4/14/17; Social Services Board, 4/18/17; Highway Committee, 4/18/17; AMC Board of Directors meeting, 4/21/17; AMC Finance Committee, 4/21/17.

Upon motion carried, the Board adjourned the regular meeting at 9:50 a.m. The next regular meeting of the Board is scheduled for May 9, 2017 at 9:00 a.m.

Attest:

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

\_\_\_\_\_  
Jeff Pelowski, County Coordinator  
Roseau County, Minnesota

\_\_\_\_\_  
Mark Foldesi, Chair  
Board of County Commissioners  
Roseau County, Minnesota

DRAFT



**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT**

**FY 2017 OHV**

**Contract No./P.O.** 123963 / 311976

**Sponsor: Roseau County**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and the local government unit of

Roseau County – 606 5<sup>th</sup> Ave SW, Roseau, MN 56751 ("Sponsor").

**Recitals**

1. The Minnesota Off-highway Vehicle Trails Assistance Program provides grants to Local Government Units (Sponsors) to establish, construct and maintain public recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of the services of the Sponsor to provide for public use the following trail(s) specified in this grant contract agreement:  
Roseau/LOW Sportsman's: \$23,000.00
3. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract for said trails. Pursuant to Minn.Stat. §16B.98, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.
4. The Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, and a resolution or official minutes of the Sponsor authorizing the proposed trails.
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.

**Grant Contract**

**1 Term of Grant Contract**

- 1.1 **Effective date:** *July, 1, 2016*, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. The Sponsor submitted and the State approved an application whose expenditures can be reimbursed. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first. This expiration date includes the certification period as authorized in Minn. Stat. Ch. 16A.28, subd. 6.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices and Intellectual Property; 10. Publicity and Endorsement; 11. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

## 2 Sponsor's Duties

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

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

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

2.3. **Acquire interest in lands on trail(s) for public use.** Proceed to acquire necessary interests in lands on the Trail in accordance with the approved map on file with the State's authorized representative. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

- (a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.
- (b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

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

- (a) keep the trail(s) reasonably safe for public use; provide sanitation and sanitary facilities when needed; provide appropriate regulatory and informational signage; and
- (b) provide other maintenance as may be required including but not limited to shaping, brushing, picking up garbage, draining water puddles, improve sustainability through trail features including but not limited to switchbacks, broad based rolling dips, super-elevated turns, off-camber tread-way elevation, catch basin cleanouts, boardwalks, rock drains, culverts, bridges, road or driveway crossings, etc.

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

2.6 **Expedite establishment and construction of trail(s)** If the Sponsor fails to expedite

establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold payments to the Sponsor and/or terminate this Contract.

### 3 Time

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

### 4 Consideration and Payment

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

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

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

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

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

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

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

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

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

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

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

state.

4.3. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed **\$23,000.00**.

4.4. **Unexpended Funds**

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

4.5 **Contracting and Bidding Requirements** Per Minn. Stat.§471.345, Sponsors that are municipalities as defined in Subd. 1 must do the following if contracting using 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 not identified by the Manual or the Grant-in-aid Allowable Costs Sheet.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat.§16C.28](#), Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat.§16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat.§16C.28](#), Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the Sponsor'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. If the State determines that the Sponsor has violated any federal or state law or any of the terms of the grant agreement with the State, the State may withhold all grant payments for any work occurring after the date the Sponsor was notified of the violation and seek restitution for any property damage caused by the violation pursuant to Minnesota Statutes, Chapter 84.930. The Sponsor may appeal the commissioner's decision in a contested case hearing under Minnesota Statutes, Chapter 14.58.

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

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

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

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

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

## **7 Liability**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minn. Stat. Ch. 466.02 and other applicable law. The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

## **8 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's books, records, documents, and accounting procedures and practices of the Sponsor or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Sponsor shall make them available at the Sponsor's office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Grant.

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

### **9.1 *Government Data Practices***

The Sponsor and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

## 9.2 ***Intellectual Property Rights***

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

(b) Obligations.

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

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

## 10 **Publicity and Endorsement**

10.1 ***Signage:*** The Sponsor and not the State is responsible for maintaining all trail signs.

10. 2. ***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.

10. 3. **Endorsement:** The Sponsor must not claim that the State endorses its products or services.

## 11 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.

## 12 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.

## 13 Termination

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

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

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

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

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

## 14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification

numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

## **15 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions**

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

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

## **16 Invasive species prevention**

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

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

## **17 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 Monitoring and Reporting Requirements**

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

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

## **19 Authorized Representative**

The State's Authorized Representative is

Jenny Eastvold, Area Supervisor, PO Box 9, Lake Bronson, MN 56734,  
jenny.eastvold@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

Roger Falk, Board Chair, Roseau County, 606 5<sup>th</sup> Ave SW, Roseau, MN 56751,  
Roger.Falk@co.roseau.mn.us

If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

**20 Funding.**

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

**21 Technical Assistance.**

The State shall give technical assistance to the Sponsor in establishing trails upon request.

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Rebecca Deels

Date: 4.20.17

SWIFT Contract/PO No(s). 123943/3-111974

**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: \_\_\_\_\_

State's Authorized Representative:

Jenny Eastvold, Area Supervisor, PO Box 9, Lake Bronson, MN 56734, jenny.eastvold@state.mn.us

Sponsor's Authorized Representative:

Roger Falk, Board Chair, Roseau County, 606 5<sup>th</sup> Ave SW, Roseau, MN 56751, Roger.Falk@co.roseau.mn.us

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

Distribution:

Agency

Sponsor

State's Authorized Representative





# SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

## Certification of Trail Closure/Application Submission

4<sup>th</sup> Benchmark – Due By May 15<sup>th</sup>

Trail Name: Roseau County Trailblazers/BISF 1 "Pelau"

Club/Organization Name: Roseau County Trailblazers Snowmobile Club

Trail Administrator Signature: *Nyle Fogensen* Date: 4/25/2017

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily closed as defined within the Minnesota Snowmobile Trails Assistance Program Manual, an application for the coming grant round is completed and on file by May 15<sup>th</sup> and that a backup grooming plan is in place and is on file in the event the groomer or the operator are not able to maintain the trails.

Is there any reason why the Department of Natural Resources should withhold any part of this payment?  
YES \_\_\_\_\_ NO

If YES, please elaborate: \_\_\_\_\_

Sponsor Name (Local Unit of Government): Roseau County

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

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

Amount requested \$5,703.05 (Up to 5% of the original contract.)

### DEPARTMENT USE ONLY

#### THIS INVOICE APPROVED FOR PAYMENT BY:

| Parks and Trails Area Supervisor – OK TO PAY | Date   | FY | Amount |
|--|--|----|--------|
|  |  |    | \$     |
| SWIFT PO: 3000104236                         | RECEIPT #  |    |        |
| VENDOR #:0000197344                          | LINE #   |    |        |
| SERVICE BEGIN DATE: <u>April 1, 2017</u>     | SERVICE END DATE:  |    |        |
| INVOICE #:<br><br><u>BM4</u>                 | Vendor Name and Address: Roseau County<br>606 5 <sup>th</sup> Ave SW, Room 131<br>Roseau, MN 56751 |    |        |



**MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM  
MAINTENANCE AND GROOMING APPLICATION**

|  |  |  |  |
|--|--|--|--|
| Trail/Area Name /Type of Trail (PRINT or TYPE)<br><i>Roseau County Trail blazer (Pelon)</i>              |  | Date<br><i>4/25 /2017</i>                              |  |
| Trail Administrator (PRINT or TYPE)<br><i>Myles Hoganson</i>   |  | Trail Administrator Signature<br><i>Myles Hoganson</i> |  |
| Address (No. & Street, RFD, Box No., City, State, Zip Code)<br><i>68774 Co Rd 140 Roosevelt mn 56073</i> |  | Home Phone Number<br><i>218-442-6844</i>               | Work Phone Number<br><i>218-689-6889</i> |
| GPS Verified Miles of Trail:<br><br><i>348.7</i>   |  | Date of Meeting Attended:                              |  |

| Department Use Only |               |         |              |
|---------------------|---------------|---------|--------------|
| Verified Miles:     | Mileage Rate: | Amount: | Recommended: |
|                     |               |         | \$ _____     |

**SPONSOR APPROVAL**

|  |       |                                       |  |
|--|-------|---------------------------------------|--|
| Unit of Government<br><i>Roseau County</i> |       | Telephone Number (Include Area Code): |  |
| Authorized Signature of Sponsor            | Title | Date                                  |  |

**CERTIFICATION BY DEPARTMENT OF NATURAL RESOURCES**

|                              |                                   |      |
|------------------------------|-----------------------------------|------|
| Authorized Signature For DNR | Area Trails Supervisor            | Date |
| Authorized Signature For DNR | Regional Parks and Trails Manager | Date |

**Checklist/Mandatory Attachments:**

- |   |  |
|---|--|
| <input type="checkbox"/> Certification of Trail Closure/4 <sup>th</sup> Benchmark | <input type="checkbox"/> Proof of Club Non-Profit Status |
| <input type="checkbox"/> Grooming Logs from the Previous Year                     | <input type="checkbox"/> Trail Contact Information       |
| <input type="checkbox"/> Sponsor Resolution                                       | <input type="checkbox"/> Sign Order (if applicable Form) |
| <input type="checkbox"/> Update of Current Trail Alignments                       |  |
| <input type="checkbox"/> Backup Grooming Plan                                     |  |





# MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM

## OPERATOR'S GROOMING LOG SHEET

| Trail Name                     |                          | Type of Groomer |        | Sponsor                 |                     | Year  |
|--------------------------------|--------------------------|-----------------|--------|-------------------------|---------------------|---|
| Bellevue Rosseau County Trails |                          | Pisten Bully's  |        | Rosseau County          |                     | 2016-2017   |
| Date (Month/Day)               | Operator Signature       | Time (AM/PM)    |        | Total Grooming Hours    | Total Miles Groomed | Remarks: name of trail or section of trail groomed; additional comments |
|                                |                          | Start           | Ending |                         |                     |   |
| 11-1 - 12-31                   | Myles, Jay, Jeremy, Tony |                 |        | 377. <sup>00</sup> /hr  | /mi                 | Trails, Packed, Signed Bridges Check                                    |
|                                |                          |                 |        | /hr                     | /mi                 |   |
| 1-1 - 1-30                     | Myles, Jay, Jeremy, Tony |                 |        | 346.5 <sup>00</sup> /hr | /mi                 | Grooming & Repacked Some Trails   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
| 2-1 - 2-28                     | Myles, Jay, Jeremy, Tony |                 |        | 252. <sup>00</sup> /hr  | /mi                 | Grooming  |
|                                |                          |                 |        | /hr                     | /mi                 |   |
| 3-1 - 3-31                     | Myles, Jay, Jeremy, Tony |                 |        | 39. <sup>00</sup> /hr   | /mi                 | Grooming & Maint.   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
| 12-1 - 3-31                    | Scott Wagner             |                 |        | /hr                     | /mi                 |   |
|                                | "Mad Dog Grooming"       |                 |        | /hr                     | 379 /mi             | Contract, Karlstad, Straubgait, Strathcona                              |
|                                |                          |                 |        | /hr                     | /mi                 | Trail   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
|                                |                          |                 |        | /hr                     | /mi                 |   |
| <b>TOTALS</b>                  |                          |                 |        | 1014.5 /hr              | /mi                 |   |

## Roseau County Trailblazers

Grooming backup equipment

We currently own and maintain ASV groomer and drag which would be used for small trail back up (Mainly Beltrami , and Lost River Trails.

We also have Mad Dog grooming who is contracted with us for 29.4 miles of trail that would back us up in the West side of the county.

With two Groomers a Trail Bully and a Pisten Bully 400 we have additional drivers to back up our own trails as sometimes needed

Thank You, Roseau County Trailblazers

Myles Hogenson Trail Coordinator

A handwritten signature in black ink, appearing to read "Myles Hogenson", with a long, sweeping underline.

04/25/2017

## Business Record Details »

Minnesota Business Name

**Roseau County Trailblazers, Inc.**

**Business Type**

Nonprofit Corporation (Domestic)

**MN Statute**

317A

**File Number**

1B-642

**Home Jurisdiction**

Minnesota

**Filing Date**

11/30/1987

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2017

**Registered Office Address**

62726 300th Street  
Warroad, MN 56763-323  
USA

**Registered Agent(s)**

(Optional) None provided

**President**

Myles Kevin Hogenson  
68224 Co RD 140  
Roosevelt, MN 56673  
USA

[Renewal History](#)

## Renewal History

| Filing Date | Filing  |
|-------------|---|
| 02/13/1990  | Annual Renewal - Nonprofit Corporation (Domestic) |
| 03/15/1991  | Annual Renewal - Nonprofit Corporation (Domestic) |
| 02/24/1992  | Annual Renewal - Nonprofit Corporation (Domestic) |
| 07/01/1996  | Annual Renewal - Nonprofit Corporation (Domestic) |
| 06/28/2000  | Annual Renewal - Nonprofit Corporation (Domestic) |
| 07/23/2001  | Annual Renewal - Nonprofit Corporation (Domestic) |

| <b>Filing Date</b> | <b>Filing</b>  |
|--------------------|--|
| 02/13/2003         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 01/01/2004         | Nonprofit Corporation (Domestic) Annual Renewal Deferred |
| 05/11/2004         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 05/23/2005         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 07/24/2006         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 04/10/2007         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 03/15/2008         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 03/29/2009         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 05/17/2010         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 05/11/2011         | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 4/17/2012          | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 3/24/2013          | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 9/16/2014          | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 10/6/2015          | Annual Renewal - Nonprofit Corporation (Domestic)        |
| 9/19/2016          | Annual Renewal - Nonprofit Corporation (Domestic)        |









**Roseau County Board  
May 2017 Meetings**

**Glenda A. Phillippe  
District One**

**April 27: Warroad Parks and Rec – Warroad  
May 2: Operations – Roseau  
May 2: COW – Roseau  
May 3: LDS Area Agency on Aging - TRF  
May 8: Warroad City Council – Warroad  
May 9: Roseau County Board – Roseau  
May 9: Rural Enterprise Business Grant – Roseau**

## **JACK SWANSON COMMITTEE REPORTS**

APRIL 26, 2017 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; approved three small business loans

MAY 1, 2017 - ROSEAU CITY COUNCIL; mentioned SCALE teleconference, potential collaboration w/ City of Roseau

MAY 2, 2017 - OPERATIONS COMMITTEE

MAY 2, 2017 - COMMITTEE OF THE WHOLE

MAY 3, 2017 - COMMUNITY JUSTICE COORDINATING COMMITTEE

MAY 4, 2017 - NORTHERN COUNTIES LAND USE COORDINATING COMMITTEE (NORTHOME); No Net Gain