

1. 8:00 A.M. Agenda And Meeting Materials

Documents:

[JULY 7 PACKET.PDF](#)

POLK COUNTY BOARD

MEETING LOCATION:

POLK COUNTY ENVIRONMENTAL SERVICES (TRANSFER STATION)
320 INGERSOLL AVENUE
CROOKSTON, MN

AGENDA

JULY 7, 2020

- 8:00 A.M. MEETING OPEN/CONVENE**
- CALL TO ORDER**
- PLEDGE ALLEGIANCE TO FLAG**
- REVIEWAL & APPROVAL OF THE AGENDA**
- CONSENT AGENDA**
- 1. Approve Auditor Warrants.**
- COUNTY BOARD MEMBERS ISSUE FORUM**
- 8:30 JACOB SNYDER – PLANNING AND ZONING**
- 1. Resolution (2020-59) Conditional Use Permit For Curtis Block For A Self-Storage Unit Building**
- 2. Resolution (2020-60) Conditional Use Permit For Brian LaPlante “Back When Foods, Inc.” For Operation Of A Commercial Bakery**
- 9:00 SARAH REESE – PUBLIC HEALTH**
- 1. School Health Services Agreements – Fisher, Climax-Shelly And Win-E-Mac**
- 2. School Health Services Agreement Cathedral And Our Savior’s – Crookston Public Schools**
- 9:10 RICHARD SANDERS – HIGHWAY**
- 1. SP 060-596-003 CR 210 From CSAH 37 to TH 2**
- 2. Survey Equipment Upgrade**
- 3. Replace Maintenance Man II Position**
- 4. Resolution (2020-61) Retirement of William Pahlen – Highway Department**
- 5. 2021 Budget – Wheelage and Local Option Sales Tax**
- 9:25 JON STEINER – ENVIRONMENTAL SERVICES**
- 1. CY 2020 Hauler License**
- 2. CY 2021 Solid Waste Fee Assessment Schedule**
- 9:45 KAREN WARMACK – SOCIAL SERVICES**
- 1. Contract With Department Of Employment & Economic Development (DEED)**
- 9:50 MICHELLE COTE – PROPERTY RECORDS**
- 1. Abatement Request(s)**
- 2. 2020 Primary And General Election Canvassing Dates**
- 3. Workstation Expenditure Request**
- 10:05 BREAK**

10:15

CHUCK WHITING - ADMINISTRATOR

1. NACo 2020 Voting Credentials/Delegate
2. Review of CARES Act – Coronavirus Relief Fund
3. Tentative Agreement With AFSCME Social Workers Unit
4. 2021 Budget Status
 - a. Preliminary Board Budget

ADJOURN

If you need any type of accommodation to participate in the Polk County Board meeting, please contact Chuck Whiting at (218) 281-5408 at least 1 working day before the meeting. This Board agenda is subject to change without notice.

AUDITOR WARRANTS 06/02/2020

<u>Vendor Name</u>	<u>Amount</u>
Eaton Corporation	12,709.31
Hewlett Packard Financial Services Co	53,211.32
Knife River Materials	1,795,649.58
Mn State Treasury	6,629.50
Norman County Public Health	40,531.01
Northdale Oil Inc	11,098.37
Polk County Public Health	52,335.62
19 Payments less than 2000	6,783.65
Final Total:	1,978,948.36

AUDITOR WARRANTS 06/9/2020

<u>Vendor Name</u>	<u>Amount</u>
Altru Health System	2,653.00
Cole Papers Inc	2,215.76
Fertile Oil Company	15,476.00
Great Plains Natural Gas Co	5,386.97
GreatAmerica Financial Services	9,825.32
Halstad Telephone Co	9,543.70
Lepier Oil Company Inc	4,461.89
Northland Comm & Tech College	2,500.00
Reserve Account	10,000.00
Streamworks LLC	4,330.00
University Of North Dakota	6,250.28
31 Payments less than 2000	18,670.83
Final Total:	91,313.75

AUDITOR WARRANTS 06/16/2020

<u>Vendor Name</u>	<u>Amount</u>
BELTRAMI COUNTY SOLID WASTE	2,135.64
Cardmember Service	2,956.79
Cole Papers Inc	10,386.65
ENTERPRISE FM TRUST	6,922.76
Fleet Services	3,185.83
Fosston Municipal Utilities	42,149.04
Garden Valley Technologies	2,712.26
HP INC	2,441.21
Lenes Sand & Gravel Inc	35,659.17
Norman County Public Health	7,974.55
Northside Express	5,321.55
Ottetail Power Co	23,846.18
Polk County Highway Department	4,958.03
Polk County Public Health	55,621.21
Reynolds Harbott Knutson & Larson PLLP	4,105.50
Verizon Wireless	4,807.18
25 Payments less than 2000	8,878.34
Final Total:	224,061.89

AUDITOR WARRANTS 06/22/2020

<u>Vendor Name</u>	<u>Amount</u>
Andover Township Treasurer	64,591.08
Angus Township Treasurer	22,315.61
Badger Township	26,372.07
Belgium Township Treasurer	34,526.24
Beltrami City Clerk- Treasurer	30,051.59
Brandsvold Township Treasurer	37,273.56
Brandt Township Treasurer	27,587.96
Brislet Township Treasurer	24,236.87
Bygland Township	33,008.90
Chester Township Treasurer	7,683.58
Climax City Treasurer	42,178.16
Columbia Township Treasurer	45,387.50
County Emergency Medical Serv.	118,195.80
Crookston Area Ambulance Inc	86,752.92
Crookston City	1,430,207.30
Crookston Township Treasurer	51,684.89
East Grand Forks City	2,831,982.03
Eden Township Treasurer	44,379.33
Erskine City Clerk- Treasurer	93,818.22
Esther Township Treasurer	36,882.59
Euclid Township Treasurer	50,850.32
Fairfax Township Treasurer	42,363.43
Fanny Township Treasurer	48,280.37
Farley Township Treasurer	35,608.00
Fertile City	128,201.22
First Care Medical Services	57,642.46
Fisher City	118,443.00
Fisher Township Treasurer	34,362.61
Fosston City	364,613.77
Garden Township Treasurer	34,938.90
Garfield Township Treasurer	50,305.74
Gentilly Township Treasurer	19,831.75
Godfrey Township Treasurer	77,733.58
Grand Forks Township Treasurer	26,778.47
Grove Park Tilden Township	36,095.97
Gully City	14,304.42
Gully Township Treasurer	55,871.07
Hammond Township Treasurer	32,955.12
Helgeland Township Treasurer	22,525.88
Higdem Township Treasurer	42,872.54
Hill River Township Treasurer	29,876.63
Hubbard Township Treasurer	33,652.17

Huntsville Township Treasurer	77,597.03
Johnson Township	34,619.17
Kertsonville Township Treas	10,357.77
Keystone Township Treasurer	34,726.67
King Township Treasurer	24,903.66
Knute Township Treasurer	48,085.89
Lengby City	7,078.00
Lessor Township Treasurer	29,530.11
Liberty Township Treasurer	37,738.07
Lowell Township Treasurer	55,141.23
Maple Lake Imprvmnt District	31,457.27
Marshall Polk Rural Water Sys	43,430.70
Mcintosh City	149,898.27
Mentor City	26,407.77
Middle- Snake- Tamarac Rivers Wtrshd Di	352,716.83
Nesbit Township Treasurer	31,992.37
Nielsville City	20,613.64
Northland Township Treasurer	34,146.37
NW Regional Development Comm	59,447.14
NWMN HRA	110,381.31
Onstad Township Treasurer	12,701.00
Parnell Township Treasurer	27,004.47
Queen Township Treasurer	39,292.68
Red Lake Watershed District	868,472.30
Reis Township Treasurer	19,047.09
Rhinehart Township Treasurer	36,761.58
Roome Township Treasurer	33,525.42
Rosebud Township Treasurer	37,781.20
Russia Township Treasurer	101,977.66
Sand Hill River W S District	340,569.20
Sandsville Township Treasurer	40,238.28
Scandia Township Treasurer	18,895.08
Sletten Township Treasurer	41,877.57
Sullivan Township Treasurer	38,510.21
Tabor Township Treasurer	42,539.19
Trail City Treasurer	7,096.70
Tynsid Township Treasurer	12,195.78
Union Lake Sarah Improvement Dist	6,357.69
Vineland Township Treasurer	37,680.56
Wild Rice Watershed Dist Treas	16,813.98
Winger City Clerk Treasurer	50,520.77
Winger Township Treasurer	30,518.61
Woodside Township Treasurer	113,566.76
2 Payments less than 2000	749.38
Final Total:	9,642,186.05

<u>Vendor Name</u>	<u>Amount</u>
FURTHER	794.68
Final Total:	794.68
MANUAL WARRANTS 06/12/2020	
<u>Vendor Name</u>	<u>Amount</u>
Internal Revenue Service	165,797.10
Minnesota Revenue	28,800.34
Final Total:	194,597.44
MANUAL WARRANTS 06/12/2020	
<u>Vendor Name</u>	<u>Amount</u>
Mn Dept Of Rev Tax Division	1,995,768.23
Final Total:	1,995,768.23
MANUAL WARRANTS 06/15/2020	
<u>Vendor Name</u>	<u>Amount</u>
FURTHER	2,003.87
Final Total:	2,003.87
MANUAL WARRANTS 06/17/2020	
<u>Vendor Name</u>	<u>Amount</u>
U.S. Bank Corporate Payment Systems	130,417.59
Final Total:	130,417.59
MANUAL WARRANTS 06/22/2020	
<u>Vendor Name</u>	<u>Amount</u>
Northwest Service Cooperative	257,109.50
Final Total:	257,109.50
MANUAL WARRANTS 06/22/2020	
<u>Vendor Name</u>	<u>Amount</u>
Minnesota Revenue	4,544.00
Minnesota Revenue	742.43
Mn Dept Of Rev Tax Division	105,082.27
Mn Dept Of Revenue	374.00
Mn Dept Of Revenue	4,070.00
Final Total:	114,812.70
MANUAL WARRANTS 06/22/2020	
<u>Vendor Name</u>	<u>Amount</u>
Mn Dept Of Revenue	1,568.00
Final Total:	1,568.00
MANUAL WARRANTS 06/22/2020	
<u>Vendor Name</u>	<u>Amount</u>
FURTHER	3,000.17
Final Total:	3,000.17
MANUAL WARRANTS 06/26/2020	

<u>Vendor Name</u>	<u>Amount</u>
Internal Revenue Service	164,625.70
Minnesota Revenue	28,289.24
Final Total:	192,914.94

MANUAL WARRANTS 06/26/2020

<u>Vendor Name</u>	<u>Amount</u>
Mn Dept Of Rev Tax Division	102,820.00
Final Total:	102,820.00

MANUAL WARRANTS 06/26/2020

<u>Vendor Name</u>	<u>Amount</u>
FURTHER	316.55
Final Total:	316.55



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS
CHUCK WHITING, POLK COUNTY ADMIN.

FROM: Jacob Snyder - Planning & Zoning Administrator

MEETING DATE: July 7, 2020

AGENDA ITEM: Conditional Use Permit – Curtis Block (Parcel #30.00092.04)

SUMMARY:

- 1) Applicant is requesting a Conditional Use Permit (CUP) to build a self-storage unit building that would be 48' x 120' and contain 20 to 30 self-storage units on a 12.62-acre parcel of land located in the Agricultural Zoning District/ Shoreland District of Godfrey Township.
- 2) The applicant owns a 12.62-acre parcel of land in the Agricultural & Shoreland Zoning Districts in Section 14 of Godfrey Township. The property is located on the fringe of the shoreland zoning district of Maple Lake (<1000 feet from Maple Lake).
- 3) The applicant is proposing a 48' x 120' building with a max height of 11 feet for personal self-storage units. The proposed building will have 20-30 sectioned-off storage units for rent.
- 4) The building will be approx. 800 feet from Maple Lake and all the water from the site flows westerly away from Maple Lake.
- 5) The applicants planned road access is from the north off 364th St SE and he will develop a roadway around the building to access all four sides of the planned building. Ample space will be provided for off-street parking and loading to serve the site use.
- 6) There will be no electric, water, or sewer connected to the building for personal storage uses. There are no current plans for an office and the only possible electric needs would be for outside lighting.
- 7) The applicant plans to have lighting for those that need to access the facility at night. The layout and locations are not finalized and this will be addressed conditionally if approved.
- 8) The building is proposed to be in line with the setbacks and conditions laid out in the Zoning Ordinance for rental storage facilities.
- 9) The applicant stated that any potential conflicts will be minimized by the trees that they will be planting on the east of the building between Co HWY 12 and the building. The applicant has discussed his plans with the immediate neighboring property owners to mitigate any potential issues before site development.
- 10) Chuck Beisner, neighboring landowner to the west of the proposed project emailed our office to offer his full support for this project. He added that Curt is an excellent neighbor and thinks it will be run the right way. Please show my support for the project and hopes the Planning Commission recommends approval to the County Board.
- 11) Planning Commission as well as P&Z Staff recommends approval of the Conditional Use Permit request with several conditions.

ACTION REQUESTED: (INFORMATION ONLY/**MOTION**/RESOLUTION)

Resolution to approve/deny the CUP request of Curtis Block to build a self-storage unit building that would be 48' x 120' and contain 20 to 30 self-storage units with Planning Commission recommendations.

BOARD OF COUNTY COMMISSIONERS

Curtis Block
#30.00092.04

July 7, 2020

APPLICANT REQUEST:

Applicant is requesting a Conditional Use Permit (CUP) to build a self-storage unit building that would be 48' x 120' and contain 20 to 30 self-storage units on a 12.62-acre parcel of land located in the Agricultural Zoning District/ Shoreland District of Godfrey Township.

ZONING ORDINANCE REQUIREMENTS:

- 13.7025 Rental Storage Buildings, provided the following conditions are met:
 - a. An operational plan is established and all activities are conducted in accordance with the operational plan.
 - b. A certificate of insurance and/or a performance surety is required.
 - c. Structures must be setback from property lines a minimum of 100 feet.
 - d. Screening must be provided as established in 12.4100.
- 12.4100 Screening. The screening of activities conducted under a conditional use permit or variance issued under the ordinance may be required as a condition of a permit or variance. The type and extent of screening shall be determined during the permit or variance process. If a fence is to be used as screening, the fence shall be between 6 feet and 8 feet in height and shall be at least 50% opaque. Plantings may be utilized for screening purposes provided the plantings are of a type that will attain 6 to 8 feet in height and 50% opacity throughout the year within two growing seasons after planting. Screening shall not be placed across an easement.
- 12.1037 One double faced sign, not to exceed thirty-two (32) square feet in area shall be allowed for each permitted non-residential use or use by conditional use permit. No sign shall exceed ten (10) feet in height above the average grade level.
- 18.1220 Land Use District Descriptions. The land use districts provided below, and the allowable land uses therein for the given classifications of water bodies, shall be properly delineated on the Official Zoning Map for the shorelands of this community. These land use districts are in conformance with the criteria specified in Minnesota Regulation, Part 6120.3200, Subp. 3:

A= Allowed Use P = Permitted Use N = Not Permitted C = Conditional Use

A. Land Use Districts For Lakes

	General	Recreational	Natural
1. Residential District – Uses			
-Commercial retail and Personal service establishments	C	Conditional Use	C

PERTINENT FACTS:

- 1) The applicant owns a 12.62-acre parcel of land in the Agricultural & Shoreland Zoning Districts in Section 14 of Godfrey Township. The property is located on the fringe of the shoreland zoning district of Maple Lake (<1000 feet from Maple Lake).
- 2) The applicant is proposing a 48' x 120' building with a max height of 11 feet for personal self-storage units. The proposed building will have 20-30 sectioned-off storage units for rent.
- 3) The building will be approx. 800 feet from Maple Lake and all the water from the site flows westerly away from Maple Lake.
- 4) The applicants planned road access is from the north off 364th St SE and he will develop a roadway around the building to access all four sides of the planned building. Ample space will be provided for off-street parking and loading to serve the site use.
- 5) There will be no electric, water, or sewer connected to the building for personal storage uses. There are no current plans for an office and the only possible electric needs would be for outside lighting.
- 6) The applicant plans to have lighting for those that need to access the facility at night. The layout and locations are not finalized and this will be addressed conditionally if approved.
- 7) The building is proposed to be in line with the setbacks and conditions laid out in the Zoning Ordinance for rental storage facilities.
- 8) The applicant stated that any potential conflicts will be minimized by the trees that they will be planting on the east of the building between Co HWY 12 and the building. The applicant has discussed his plans with the immediate neighboring property owners to mitigate any potential issues before site development.

COMMENTS RECEIVED:

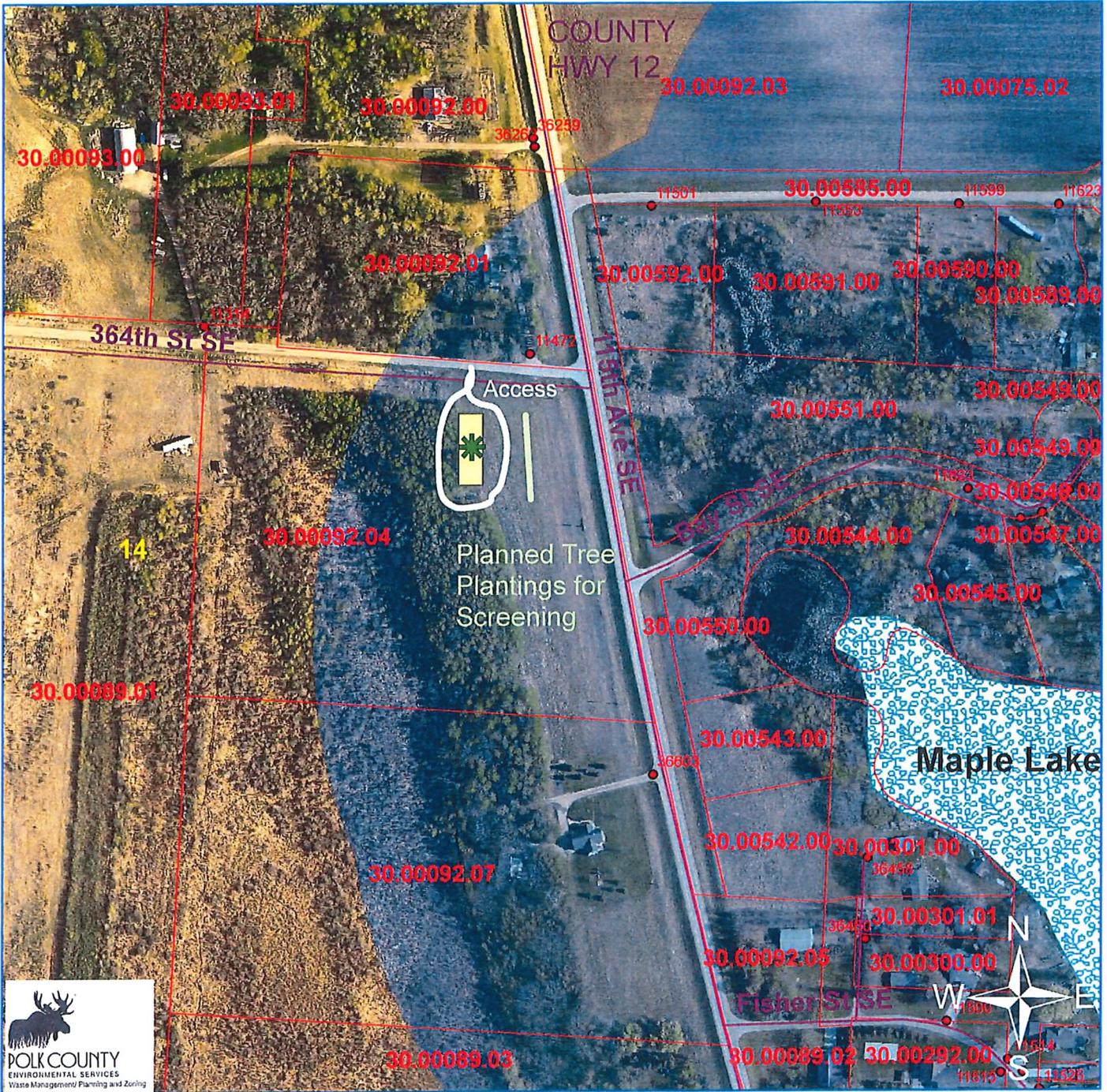
- 1) Chuck Beisner, neighboring landowner to the west of the proposed project emailed our office to offer his full support for this project. He added that Curt is an excellent neighbor and thinks it will be run the right way. His only other comment would be not to require the tree plantings for screening as he doesn't feel it is necessary as the building will look similar to other large pole barns in the area that aren't screened. Also, with the facility being able to be seen this would help deter any possible theft and maintenance on a new tree row would be difficult. Please show my support for the project and hopes the Planning Commission recommends approval to the County Board.

PLANNING COMMISSION & STAFF RECOMMENDATIONS:

Planning Commission & Staff recommends approval of the Conditional Use Permit with the following conditions:

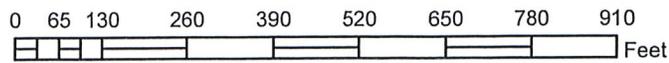
- 1) The new building must be setback 100' from all property lines.
- 2) A certificate of insurance and/or a performance surety is required.
- 3) An operational plan is established and all activities are conducted in accordance with the operational plan.
- 4) One double faced sign, not to exceed thirty-two (32) square feet in area shall be allowed for each permitted non-residential use or use by conditional use permit. No sign shall exceed ten (10) feet in height above the average grade level.
- 5) Applicant must control lighting in a manner that no disturbance to neighboring properties will result and lights cannot create a traffic hazard on adjacent County Highway #12.
- 6) The applicant must plant adequate trees along the east property line to provide screening from County Highway #12. The trees shall be of a type that will obtain 6 to 8 feet in height and 50% opacity throughout the year within two growing seasons after planting. The trees shall be planted before Nov. 1, 2021.
- 7) The conditional use permit shall become void one year after it was granted unless used.
- 8) Conditional Use Permit shall be subject to annual administrative review to verify all conditions are being met and planted trees are being maintained.

- 9) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
- 10) That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 11) That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- 12) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 13) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 14) That the use of the property shall at all times be in compliance with all Federal, State of Minnesota, and County of Polk rules and regulations.



Legend

- E911_Road
- Polk_GIS.DBO.Parcels
- Shoreland District
- Sections
- Indicates Project Location
- Proposed tree screening
- Proposed Access



Conditional Use Permit Request (Parcel #30.00092.04); Applicant is requesting a CUP to operate a 48' x 120' rental storage facility business. The proposed use is for self storage and is rental only regulated under PCZO sec.18.1220 & 13.7025. The property is 12.62 acres in size and is located in Godfrey Township section 14 which contains portions of property located in the shoreland district and Agricultural districts.

*NOTE: Proposed Project is within the shoreland district overlay district of Maple Lake. (1000 feet)

Map Created 6/8/2020
By: Jacob Snyder
Planning & Zoning Admin.









RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

**Conditional Use Permit For Curtis Block
For A Self-Storage Unit Building**

RESOLUTION (2020-59)

The following resolution (2020-59) was offered by Commissioner:

WHEREAS, Polk County Zoning Ordinance, Section 18.1220 and 13.7025 allows for rental storage buildings in the Agricultural and Shoreland Districts; and

WHEREAS, Curtis Block owns land described as That part of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) in Section Fourteen (14), Township One Hundred Forty-eight (148) North of Range Forty-four (44), West of the Fifth Principal Meridian, lying West of the centerline of Polk County Road 12, EXCEPT the South 604 feet of that part of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) in Section Fourteen (14), Township One Hundred Forty-eight (148) North of Range Forty-four (44), West of the Fifth Principal Meridian, lying West of the centerline of Polk County Road 12, parcel #30.00092.04.

WHEREAS, Curtis Block's plan meets all requirements of the Polk County Zoning Ordinances; and

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant owns a 12.62 acres parcel of land in the Agricultural and Shoreland Districts in Section 14 of Godfrey Township. The property is located on the fringe of the shoreland zoning district of Maple Lake.
2. The applicant is proposing a 48' x 120' building with a height of 11 feet for personal self-storage units. The proposed building will have 20-30 sectioned off storage units for rent.
3. The building will be approx. 800 feet from Maple Lake and all the water from the site flows westerly away from Maple Lake.
4. The applicant planned road access is from the north off 364th ST SE and he will develop a roadway around the building to access all four sides of the planned building. Ample space will be provided for off-street parking and loading to serve the site use.
5. There will be no electric, water or sewer connected to the building for personal storage uses. There are no current plans for an office and the only

possible electric needs would be for outside lighting.

6. The applicant plans to have lighting for those that need to access the facility at night. The layout and locations are not finalized and this will be addressed conditionally if approved.
7. The building is proposed to be in line with the setbacks and conditions laid out in the Zoning Ordinance.
8. The applicant stated that any potential conflicts will be minimized by the trees that they will be planting to the east of the building between Co. Hwy 12 and the building. The applicant has discussed his plans with the immediate neighboring property owner to mitigate any potential issues before site development.
9. Neighbor Chuck Beisner, emailed the Zoning office to offer his full support to this project.
10. The proposed use is a conditional use expressly designated in the ordinance; and,
11. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
12. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
13. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
14. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
15. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners grants a conditional use permit to Curtis Block with the following conditions:

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted,

nor substantially diminish and impair property values within the immediate vicinity.

2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
6. That the use of the property shall at all times be in compliance with all federal, State of Minnesota, and County of Polk rules and regulations.
7. That all Federal, State and local regulations are followed regarding the handling and storage of hazardous materials.
8. The new building must be setback 100' from all property lines.
9. A certificate of insurance and/or a performance surety is required.
10. An operational plan is established and all activities are conducted in accordance with the operational plan.
11. One double faced sign, not to exceed thirty-two (32) square feet in area shall be allowed for each permitted non-residential use or use by a conditional use permit. No sign shall exceed ten (10) feet in height above the average grade level.
12. Applicant must control lighting in a manner that no disturbance to neighboring properties will result and lights cannot create a traffic hazard on adjacent County Highway #12.
13. The applicant must plant adequate trees along the east property line to provide screening from County Highway 12. The trees shall be of a type that will obtain 6 to 8 feet in height and 50% opacity throughout the year within two growing seasons after planting. The trees shall be planted before Nov. 1, 2021.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS
CHUCK WHITING, POLK COUNTY ADMIN.

FROM: Jacob Snyder - Planning & Zoning Administrator

MEETING DATE: July 7, 2020

AGENDA ITEM: Conditional Use Permit – “Back When Foods, Inc” (Parcel #49.00032.03)

SUMMARY:

- 1) Applicant is requesting a Conditional Use Permit (CUP) to operate a commercial bakery out of an accessory structure on a parcel of land located in the Agricultural Zoning District in section 8 of Lowell Township.
- 2) The applicant proposes to operate a commercial bakery to produce sourdough products made from locally grown grains on a 6-acre parcel of land in the Agricultural Zoning District in Section 8 of Lowell Township.
- 3) The proposed building will be 40’ x 60’ in size and served by a new septic system. The proposed structure does meet all setbacks for the location on the site.
- 4) This operation involves production of sourdough baked goods including bagels, cookies, rolls, buns and tortillas. Initially this facility will be a production only business with retailing in other store fronts and possibly a home delivery model like Schwann’s food service in the future.
- 5) Raw products will be delivered to the site via the same weight class as a common farm truck. Products shipped out of the facility will be hauled out with smaller van-type trucks. The applicant noted that they don’t anticipate high traffic volumes for this operation to be successful.
- 6) The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Actual hours will vary but are planned to be 10-12 hours per day (6am-6pm) Monday through Friday. Applicant also noted that a separate site in Crookston would be utilized for a blast freeze and storage facility.
- 7) A long-term goal of the enterprise will be to incorporate composting of sourdough waste for high-quality soil production. Large scale composting of 120 cubic yards or more of materials on sites require a conditional use permit. As of now a small-scale composting unit will be used to research the sustainability of this goal.
- 8) The applicant stated that this facility will be a Minnesota Department of Ag approved site for food production and that much research/partners have made this possible. This facility will be built to Minnesota Department of Health standards so that all future avenues remain possible.
- 9) The applicant stated in the application that this operation will not be conflicting with adjacent land uses.
- 10) Planning Commission as well as P&Z Staff recommends approval of the Conditional Use Permit request with several conditions.

ACTION REQUESTED: (INFORMATION ONLY/**MOTION**/RESOLUTION)

Resolution to approve/deny the CUP request of Brian LaPlante “Back When Foods, Inc” to operate a commercial bakery out of an accessory structure with Planning Commission recommendations.

BOARD OF COUNTY COMMISSIONERS

Brian LaPlante “Back When Foods, Inc”

49.00032.03

July 7, 2020

APPLICANT REQUEST:

Applicant is requesting a Conditional Use Permit (CUP) to operate a commercial bakery out of an accessory structure on a parcel of land located in the Agricultural Zoning District in section 8 of Lowell Township.

ZONING ORDINANCE REQUIREMENTS:

- 1) 13.7000 CONDITIONAL USES. Land in the agricultural district shall be used for any of the following purposes only upon the issuance of a Conditional Use Permit. PCZO Section 13.7003 states: Farm-related Businesses. Business directly related to the conduct of commercial agriculture provided the following criteria are met:
 - a. The business is 70% farm-related under 1 or more of the following criteria:
 1. The business provides a repair or maintenance service for equipment necessary to agricultural operations, or;
 2. **The business produces a product or involves a process that utilizes locally grown or produced commodities, or;**
 3. **The business involves sales and/or purchasing of products of the local agricultural economy or of goods unique and necessary to agricultural operations.**
 - b. Sewage can be treated by a conforming on-site sewage system.
 - c. The business is of a scale that the demand for support services such as sewer, water, police, fire protection, roads or streets, can be accommodated within the context of the service levels available in the agricultural area.
 - d. The business is operated in conformance with the conditions of an approved plan of operation and the applicable provisions of Section 12.
- 2) PCZO Section 13.7020 states; An accessory structure not used in conjunction with a home occupation that does not comply with 13.4240, or where the use of the accessory structure is in conjunction with a home occupation but does not meet one or more criteria listed in 13.4300 – 13.4310, may be allowed provided that:
 - a. The applicant complies with those criteria listed in 13.4300 – 13.4310, or has satisfactorily addressed any of those requirements for which they are unable to comply; and
 - b. There is a demonstrated need to use the accessory structure as a part of the home occupation.
 - c. If the use of the accessory structure is for storage of equipment or materials to be used off site, the use of the accessory structure shall not require a Conditional Use Permit, provided the use is in conformance with 13.4300
- 3) PCZO section 13.4309 states: Any home occupation use that does not comply with one or

more of the aforementioned conditions shall be required to obtain a Conditional Use Permit as prescribed in 13.7020.

- 4) PCZO section 12.2104 states: Yards. Parking areas shall be setback twenty feet from the road right-of-way specified for the road classification.
- 5) PCZO section 12.2201 states: Drainage. Driveways within 50 feet of the public right-of-way shall not exceed a grade of 4% in all parking lots.

PERTINENT FACTS:

- 1) The applicant proposes to operate a commercial bakery to produce sourdough products made from locally grown grains on a 6-acre parcel of land in the Agricultural Zoning District in Section 8 of Lowell Township.
- 2) The proposed building will be 40' x 60' in size and served by a new septic system. The proposed structure does meet all setbacks for the location on the site.
- 3) This operation involves production of sourdough baked goods including bagels, cookies, rolls, buns and tortillas. Initially this facility will be a production only business with retailing in other store fronts and possibly a home delivery model like Schwann's food service in the future.
- 4) Raw products will be delivered to the site via the same weight class as a common farm truck. Products shipped out of the facility will be hauled out with smaller van-type trucks. The applicant noted that they don't anticipate high traffic volumes for this operation to be successful.
- 5) The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Actual hours will vary but are planned to be 10-12 hours per day (6am-6pm) Monday through Friday. Applicant also noted that a separate site in Crookston would be utilized for a blast freeze and storage facility.
- 6) A long-term goal of the enterprise will be to incorporate composting of sourdough waste for high-quality soil production. Large scale composting of 120 cubic yards or more of materials on sites require a conditional use permit. As of now a small-scale composting unit will be used to research the sustainability of this goal.
- 7) The applicant stated that this facility will be a Minnesota Department of Ag approved site for food production and that much research/partners have made this possible. This facility will be built to Minnesota Department of Health standards so that all future avenues remain possible.

- 8) The applicant stated in the application that this operation will not be conflicting with adjacent land uses.

COMMENTS RECEIVED:

- 1) No comments have been made on the proposed request.
- 2) Note* Lowell Township does joint permitting with the County and has already signed off on the proposed land use application.

PLANNING COMMISSION & STAFF RECOMMENDATION:

Planning Commission & Staff recommends approval of the Conditional Use Permit with the following conditions:

- 1) Composting on the site be limited to under 120 cubic yards or seek a separate conditional use permit to operate such a facility. Note this will most likely need to be performed on a larger parcel with acreage capable to compost larger volumes of wastes.
- 2) Parking areas will need to be located over 53 feet from the centerline of the township roadway per PCZO sec. 12.2104 and designed with the grading standards that shall not exceed 4% per PCZO sec. 12.2201.
- 3) The conditional use permit shall become void one year after it was granted unless used.
- 4) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
- 5) That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 6) That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- 7) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 8) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 9) That the use of the property shall at all times be in compliance with all Federal, State of Minnesota, and County of Polk rules and regulations.

Operational Plan for Rural Location of Back When Foods, Inc.

30154 240th St. SW

Fisher, Mn. 56723

Back When Foods, Inc. is a type 1 sourdough bakery start-up. We are in our 4th year of research and development with the Agricultural Utilization Research Institute (AURI). We have two (2) research projects underway - national and international-with our partners at AURI, Minnesota Wheat Research and Promotion Council, University of Minnesota, and the University of Alberta. We are now far enough along in our research to begin commercial production of our product line.

We will produce commercial sourdough bakery goods, including breads, bagels, cookies, rolls, buns, and tortillas. Other products are in development, but are not slated for production in the next 2 years. Primarily, these products will be sold under a cooperative producer store-front in North Dakota, along with a Direct to Consumer delivery model-similar to Schwan's Foods.

Initially, due to the severe impact that COVID-19 has had on the general economy, we will be limiting production to be conducted only by immediate family members. Including myself, my wife, and immediate family we will only produce with approximately 4-5 individuals. Much of the production is semi-automated.

We will be building a heavy-duty gravel lot to accommodate 10 cars. We are not developing this site, initially, for any retailing on-site. This is a production facility only.

Actual hours of production will vary, but likely average 10-12 hours per day (6 a.m. to 6 p.m.) Monday through Friday. A separate location in Crookston will be utilized in the future as a blast freeze and storage facility.

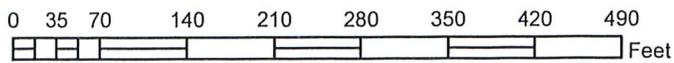
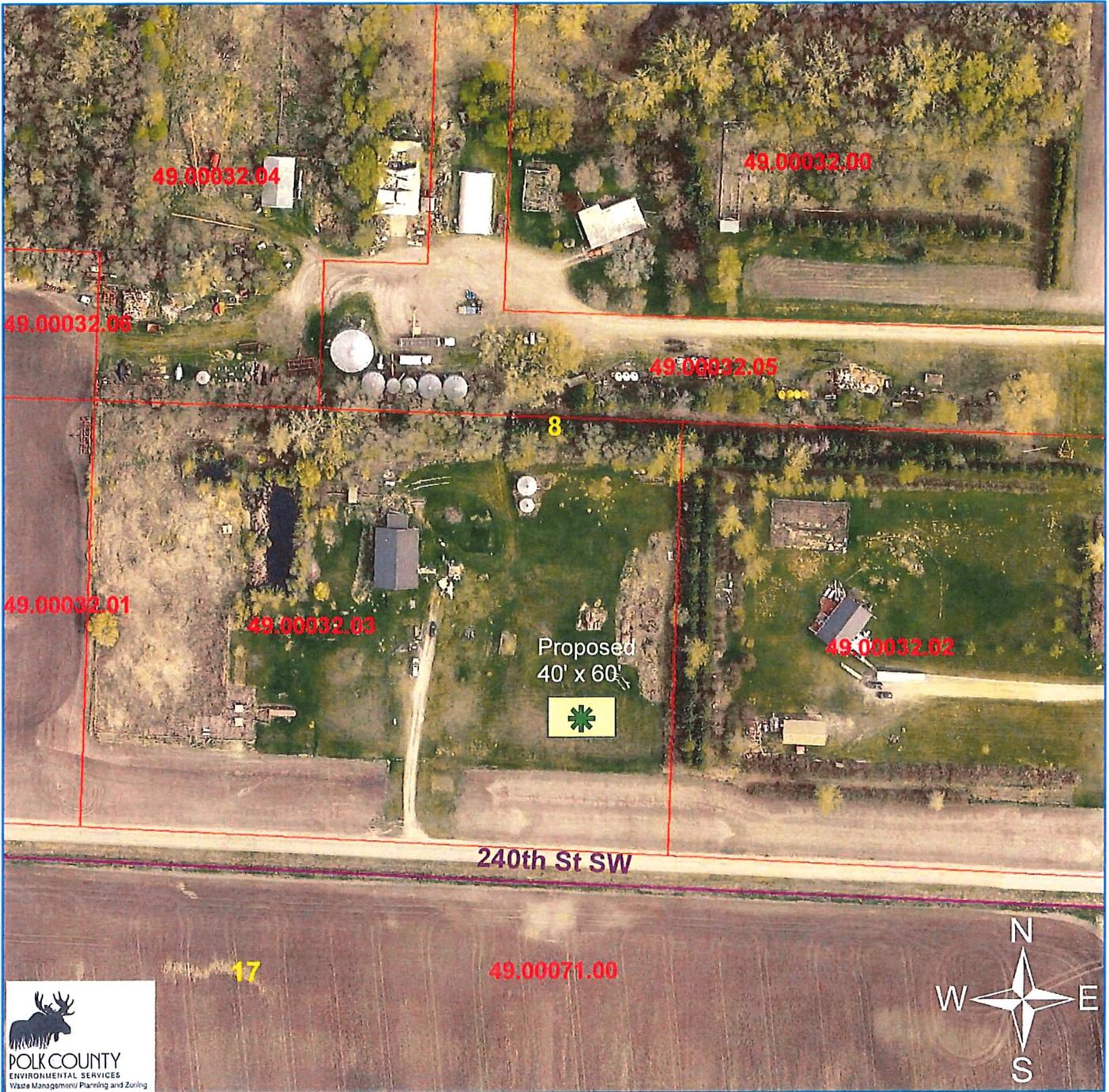
A long-term goal of this enterprise will be to incorporate composting of sourdough waste for high-quality soil production. In the near term, a small commercial unit which can process up to 50 pounds per day will be incorporated to test this goal. These systems are about the size of a dishwasher and are already utilized by some progressive restaurants and food facilities for environmentally conscious reasons.

Due to the fortunate events leading to the supply of natural gas to our location, we will have all that is required by the Minnesota Department of Agriculture for food production. We have reliable electricity supply, rural water (municipal style supply), natural gas, and septic (to be built).

Our raw product supply will come to us with the same weight/class as any common farm truck. Delivery out will be via smaller van-type trucks. We do not anticipate high traffic volumes for this operation to be successful.

A back-up natural gas fired generator will be on-site to ensure operations are not affected by power outages. A "just in time" inventory system will be put in place to limit the amount of on-site storage of flour and other raw products. Daily delivery to consumer portals will greatly reduce the need for storage of finished goods at this location. As demand warrants, a blast freeze center in Crookston will

be utilized at our facility at the former American Legion building. This facility is well-suited for this purpose as it was originally constructed as a Miller's Grocery Store. Plenty of electricity is available at this site.



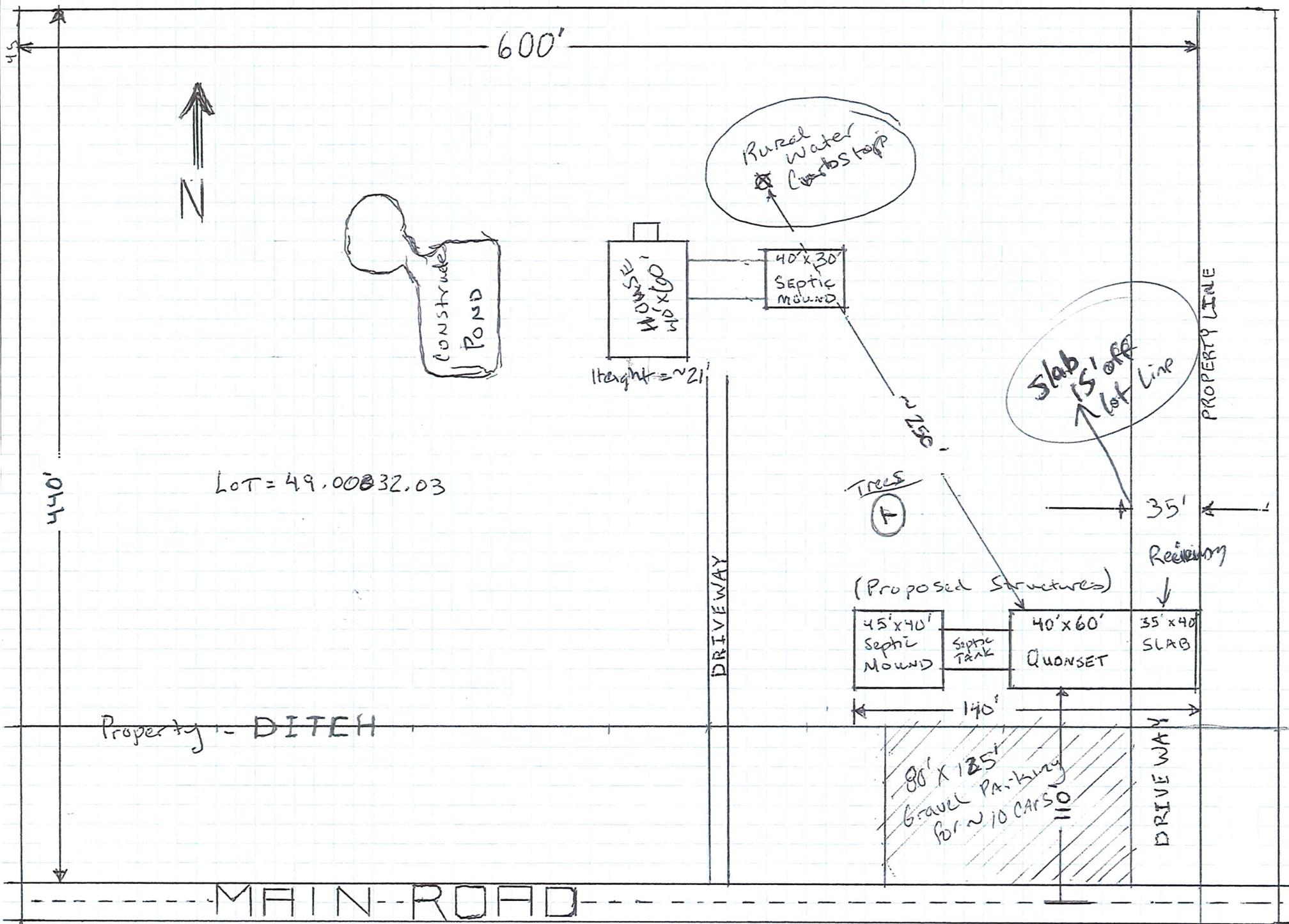
Legend

- E911_Road
- Polk_GIS.DBO.Parcels
- Sections
- ✱ Indicates Project Location

Conditional Use Permit Request (Parcel #49.00032.03); Applicant is requesting a CUP to operate a Commercial Bakery business out of a 40' x 60' building. The proposed use is to operate a bakery and service the area by off site sales of the products made at this facility. The production involves local wheat and making grain products regulated by 13.7003 of the PCZO. The property is 6 acres in size located in Section 8 of Lowell Township.

*NOTE: Proposed Project is within the Agricultural Zoning District

Map Created 6/8/2020
 By: Jacob Snyder
 Planning & Zoning Admin.



Brian LAPLANTE - Back When Foods, Inc.

1-SQUARE = 10'







RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

Conditional Use Permit For Brian LaPlante
“Back When Foods, Inc.”
For Operation Of A Commercial Bakery

RESOLUTION (2020-60)

The following resolution (2020-60) was offered by Commissioner:

WHEREAS, Polk County Zoning Ordinance, Section 13.700 allows for operation of a commercial bakery in the Agricultural District; and

WHEREAS, Brian LaPlante owns land described as That part of the Southeast Quarter (SE ¼) of Sec. 8, Twp. 150 N., R. 47 W., Polk County, Minnesota, described as follows: Commencing at the Southeast corner of said Sec. 8; thence North 0 degrees 56 minutes 33 seconds West, assumed bearing, along the East line of said Sec. 8 a distance of 449.00 feet; thence South 89 degrees 03 minutes 27 seconds West 515.00 feet to the point of beginning; thence South 0 degrees 56 minutes 33 seconds East 440.53 feet to the South line of said Sec. 8, thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Sec. 8 a distance of 600.08 feet; thence North 0 degrees 56 minutes 33 seconds West 430.66 feet; thence North 89 degrees 03 minutes 27 seconds East 600.00 feet to the point of beginning, parcel #49.00032.03.

WHEREAS, Brian LaPlante’s plan meets all requirements of the Polk County Zoning Ordinances; and

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant proposes to operate a commercial bakery to produce sourdough products made from locally grown grains on a 6 acre parcel of land in the Agricultural District in Section 8 of Lowell Township.
2. The proposed building will be 40’ x 60’ in size and served by a new septic system. The proposed structure does meet all setbacks for the location on the site.
3. This operation involves production of sourdough baked goods including bagels, cookies, rolls, buns and tortillas. Initially this facility will be a production only business with retailing in other store fronts and possibly a home delivery model like Schwan’s food service in the future.
4. Raw products will be delivered to the site via the same weight class as a common farm truck. Products shipped out of the facility will be hauled out with smaller van-type trucks. The applicant noted that they don’t anticipate high traffic volumes for this operation to be successful.

5. The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Actual hours will vary but are planned to be 10-12 hours per day (9am-6pm) Monday through Friday. Applicant also noted that a separate site in Crookston would be utilized for a blast freezer and storage facility.
6. A long-term goal of the enterprise will be to incorporate composting of sourdough waste for high-quality soil production. Large scale composting of 120 cubic yards or more of materials on sites require a conditional use permit. As of now a small-scale composting unit will be used to research the sustainability of this goal
7. The applicant stated that this facility will be a Minnesota Department of Ag approved site for food production and that much research/partners have made this possible. This facility will be built to Minnesota Department of Health standards so that all future avenues remain possible
8. The applicant stated in the application that this operation will not be conflicting with adjacent land uses.
9. The proposed use is a conditional use expressly designated in the ordinance; and,
10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
11. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
12. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
13. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
14. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners grants a conditional use permit to Brian LaPlante with the following conditions:

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: July 7, 2020

AGENDA ITEM: School Health Services Agreements

SUMMARY:

Renew Fisher, Climax-Shelly, and Win-E-Mac School Health Services Agreement - The School Health Services Agreement is reviewed annually by the PCPH Licensed School Nurse, Public Health Director and the Superintendent/Principal. A new and updated School Health Services Agreement is completed every three years.

Minnesota Statute, section 121A.21 (School Health Services) states “every school board must provide services to promote the health of its pupils.” The school health services plan including staffing of professional nursing staff and assistive personnel based on the unique needs of the school population and the resources in the community. Small rural districts often elect to use a licensed school nurse employed by the county public health agency.

For several years, Polk County Public Health has worked hard to provide top-notch School Health Services/Licensed School Nurse services at a very reasonable price. We will continue to make this effort. For the upcoming school year, I have recommended a change in the hourly reimbursement to \$50 per hour (\$48 per hour previously).

Fisher - This contract is not to exceed \$8,750 for the school year without mutual agreement by School Administration and Agency Administration.

Climax-Shelly - This contract is not to exceed \$6,750 for the school year without mutual agreement by School Administration and Agency Administration.

Win-E-Mac - As anticipated, with a Health Aide on school staff, this contract for School Nurse hours is not to exceed \$11,750 for the school year. (Without a Health Aide on staff, the School Nurse will not exceed \$23,500.) This contract is not to exceed this amount for the school year without mutual agreement by School Administration and Agency Administration.

ACTION REQUESTED: Motion to approve the school health services agreement with Fisher School, Climax-Shelly School and Win-E-Mac Schools to provide a licensed school nurse.

POLK COUNTY PUBLIC HEALTH
SCHOOL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of June, 2020, by and between Polk County Public Health on behalf of the Polk County Board of Health, (hereinafter referred to as the County Agency) and the Board of Education of Fisher, Independent School District (hereinafter referred to as the Fisher School),

WITNESSETH:

I. The County Agency agrees:

1. To recruit, train and supervise Polk County Public Health school nurse staff according to agency policies and in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
2. To provide consultation, services and oversight as the school nurse per Attachment A and B and per related health services policies, procedures and guidelines of the school district during school hours.
3. To assure the completion and submission of the Annual Immunization State Report (AISR) and those requested by the school district administration.
4. To compile and submit to the Superintendent, an annual report highlighting program activities that will include statistics and a corresponding narrative by July 30th.
5. To communicate issues related to the school nursing program with the Superintendent or proper liaison identified by the Superintendent.
6. To bill the School District monthly for school nurse services to be provided.
7. Student health records and documentation remain the property of the school district but are available with no restrictions to public health school nurse staff and supervising administration as needed to carry out the functions and responsibilities of this agreement. Student service nurses notes, individual health plans and emergency care plans are written by the school nurse in collaboration with other professionals and family.

II. The Fisher School hereby agrees:

1. To provide a contact person through whom administrators, teachers and other school personnel can contact Public Health for the school health program.

2. To provide Polk County Public Health school health nurse and the school health aide with full access to school district health offices, student health records and other health services related documentation as needed to fulfill the responsibilities and functions related to this agreement.
3. To maintain school health records on all pupils in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
4. To identify all appropriate school staff involved in carrying out the school district health services policy, procedures or guidelines and allow for training and adequate time to perform health assistant duties.
5. To request school nurse participation in development of all Student Emergency Plans for the district.
6. To refer all known pregnant students to Public Health for improved pregnancy outcomes.
7. To reimburse the County Agency at \$50.00 per hour for Public Health Nurse Services and \$15 per hour for School Health Aide services as identified in Attachments A and B. This contract is not to exceed \$8,750 for the school year without mutual agreement by School Administration and Agency Administration. The rate will be renegotiated each year to reflect the cost increases in the provision of services.
8. Reimburse the County Agency for fluoride, as applicable, for the fluoride rinse in the dental program.
9. Provide support staff assistance as needed.
10. Encourage teachers and school personnel to make referrals to the School Nurse.
11. Provide adequate space and equipment for the school health program.
12. Provide for supervision of student health needs in the absence of the nurse.

III. Mutual Agreements:

Indemnity. The Fisher School agrees to protect, indemnify, and hold harmless the County Agency and school health program employees from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the business of the Fisher School, unless such liability results from negligence of the County Agency or the school nursing program employees.

The County Agency through Polk County, agrees to protect, indemnify, and hold harmless the Fisher School from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the school nursing employees, unless such liability arises out of negligence resulting from the conduct of the business of Fisher School, its employees or agents.

Insurance: The Fisher School agrees to obtain, provide, and maintain through the duration of this agreement, all insurance policies incident to the prudent operation for a school. This includes a Comprehensive General Liability Policy including personal injury and property damage liability insurance naming the Fisher School as insured. The County Agency shall provide Workers Compensation and Employee Liability Insurance for their employees. The Fisher School and the County Agency shall provide to the other party copies of all applicable insurance policies under this agreement.

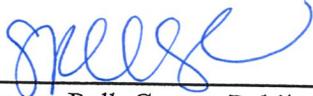
Independent Contractor. The County Agency shall provide services to the Fisher School under this agreement acting only as an independent contractor and no act, or commission, or omission of any party hereto shall be construed to make or render the other party its principal agent, joint venturer, or associate.

IV. Term and Termination:

- A.** The agreement shall be for a term of three years commencing on July 1, 2020 as the execution date of the agreement. Notwithstanding that the agreement is for a term of three years, however, Section II (reimbursement for services) is reviewed annually by both parties 60 days prior to July 1 in each of the remaining years of the contract. It is understood that either party may terminate this agreement for any reason, upon ninety days (90) notice to the other party.
- B. Assignment.** The rights and duties under this agreement may not be assigned without the written consent of the other party.

Captions. Descriptive headings of the section of this agreement are inserted for convenience only and shall not define or limit any of the terms of provision hereof nor are they to be used in determining the parties intent.

Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.



Director, Polk County Public Health

Chairman, Polk County Board
of Health



Superintendent, Fisher School

Approved as to form and execution this 22nd day of June, 2020.

Greg Widseth
Polk County Attorney

Attachment A

Contracted School Nursing Services

Primary Function:

To promote optimal health services for all students of the school district.

Line of Authority:

Directly responsible to the Superintendent and/or Principal.

Supervision of Others:

Will train, direct and supervise delegated tasks to the health assistants and /or other identified school health personnel or volunteers as designated in policy and guidelines.

Qualifications:

Must have and maintain current registered nurse licensure and Public Health Nurse Certification with the Minnesota Board of Nursing and meet other School Nurse licensure requirements per Minnesota Statutes.

Examples of Responsibilities Normally Assigned to this Contract Position:

1. Delegate safe nursing activities to health assistants, school staff such as secretaries/principals or others as identified by school administration per district health policy, procedure or guidelines.
2. Assess the health status, provide care and evaluate treatments of students seen under the health program. Supervise and monitor care provided by school staff providing services under the school health program.
3. Consult with school administration to establish, review and revise policy, procedures, and guidelines for the school health program, as needed.
4. Assess immunization status and provide consultation with school administration to establish, review and revise policy, procedures, and guidelines to comply with the Minnesota Immunization Laws in order to protect the population from vaccine-preventable diseases.
5. Arrange and conduct medication administration training, chronic disease management training and other relevant subjects as requested by school administration and as time allows.
6. Coordinate efforts with those of other health professionals and school personnel for optimal learner outcomes.
7. Provide necessary health counseling and refer to further professionals when appropriate.

8. Act as a resource person in health education to teaching personnel and administration as requested by school administration.
9. Consultation to procure supplies and equipment to allow for safe and efficient school nursing practice per school district policy and as school administration request.
10. Arrange and/or conduct screenings to identify student health concerns and disseminate with regard to the data privacy act. Assign health assistant/volunteers, or other designated school staff to assist as appropriate per district policy, procedure or guidelines.
11. Supervise medication administration procedure and/or guidelines as established.
12. Be available to supervise and monitor activities of school health assistants/school staff as they are providing school health services under the direction and supervision of the school nurse.
13. Assess and document safe and appropriate performance of identified school personnel in carrying out the school health services policy, procedure, or guidelines.

Attachment B

SCHOOL HEALTH GUIDELINES AND PROCEDURES

1. MANAGEMENT OF THE MEDICATION ADMINISTRATION PROGRAM

A. The school nurse shall be the supervisor of the medication administration program in the school.

B. Medication Orders/Parental Consent:

1. The school nurse shall ensure that there is a proper medication order from a licensed prescriber, which is renewed as necessary, including the beginning of each academic year. The Request to Administer Medication at School form needs to be signed by the parent, guardian and licensed medical provider. The school nurse shall be notified of any new medications or changes in medication.
 - a. In accordance with standard medical practice, a medication order from a licensed prescriber shall contain:
 - (1) The students name;
 - (2) The name and signature of the licensed prescriber and contact information;
 - (3) The name of the medication;
 - (4) The route and dosage of medication;
 - (5) The frequency and time of medication administration;
 - (6) The date of the order and discontinuation date;
 - (7) A diagnosis and any other medical condition(s) requiring medication, if not a violation of the government data practices act or if not contrary to the request of a parent, guardian or student to keep confidential;
 - (8) Specific directions for administration, while at school.

C. Medication Administration:

An individual health plan and/or emergency care plan will be established per the school nurses discretion. The Request to Administer Medication at School form will be used for any student taking a medication. Self-administration of medication student agreement will be completed for students carrying medication (ex. inhaler).

1. Prior to the initial administration of the medication, the school nurse shall develop a medication administration plan which includes:
 - a. The name of the student;
 - b. An order from a licensed prescriber, including all contact telephone numbers;
 - c. The signed authorization of the parent or guardian, including home and business telephone numbers;
 - d. Any known allergies to food or medications;
 - e. The diagnosis, unless a violation of confidentiality or the parent, guardian or student requests that is not be documented;
 - f. The name of the medication;
 - g. The dosage of the medication, frequency of administration and route of administration;
 - h. Any specific directions for administration;
 - i. Any possible side effects, adverse reactions or contraindications;
 - j. The quantity of medication to be received by the school from the parent or guardian;
 - k. The required storage conditions;
 - l. The duration of the prescription;
 - m. The designation of unlicensed school personnel, who will administer the medication to the student according to the Staff Trained for Medication Administration list. With parental permission, other persons, including teachers, to be notified of medication

administration and possible adverse effects of the medication;

- n. Provision for medication administration in the case of field trips and other short – term special school events. Every effort shall be made to obtain a nurse or school staff member trained in medication administration to accompany students at special school events. When this is not possible, the school nurse may choose to delegate medication administration to another responsible adult. Request for medication administration form is completed prior as needed. The school nurse shall instruct the responsible adult on how to administer the medication to the child.

D. The school nurse has procedures in place to ensure the positive identification of the student who receives medication.

E. The school nurse shall have a current pharmaceutical reference available for her/his use.

F. Emergency Medication

- 1. For the purpose of administering emergency medication to an individual child including parenteral administration (e.g., by injection) of the medication, the school nurse may delegate to individual school personnel. Said school personnel shall be listed on the individual health plan and receive training in the administration of emergency medication to a specific child.
 - a. The school nurse shall have final decision-making authority with respect to delegating administration of medications to unlicensed personnel in school systems.
 - b. A school nurse shall be available by telephone should consultation be required while medications are being administered.
 - c. For each school, an updated list of unlicensed school personnel who have been trained in the administration of medications shall be maintained.
 - d. When medication administration is delegated by the school nurse to unlicensed school personnel, such personnel shall be under the supervision of the school nurse for the purposes of medication administration. Responsibilities for supervision at a minimum shall include the following:
 - (1) After consultation with the principal or administrator responsible for a given school, the school nurse shall select, train and supervise the specific individuals, in those categories of school personnel who may administer medications. When necessary to protect student health and safety, the school nurse may rescind such selection. The individual selected may refuse delegation of medication responsibility.
 - (2) The school nurse shall supervise the training of the designees.
 - (a) The school nurse shall document the training and evidence of competency of unlicensed personnel designated to assume the responsibility for medication administration.
 - (b) The school nurse shall provide a training review and informal update, at least annually, for those school staff authorized to administer medications.
 - (3) The school nurse shall support and assist persons who have completed the training to prepare for and implement their responsibilities related to the administration of medication.
 - (4) The degree of supervision required for each student shall be determined by the school nurse after an evaluation of the appropriate factors involved in protecting the student's health including, but not limited to the following:

- (a) health condition and ability of the student;
- (b) the extent of training and capability of the unlicensed school personnel to whom the medication administration is delegated;
- (c) the type of medication;
- (d) the proximity and availability of the school nurse to the unlicensed person who is performing the medication administration.

(5) For the individual child, the school nurse shall:

- (a) Review the initial orders, possible side effects, adverse reactions and other pertinent information with the person to whom medication administration had been delegated;
- (b) Provide supervision and consultation as needed to ensure that the student is receiving the medication appropriately. Supervision and consultation may include record review, on-site observation and/or student assessment.

G. Handling, Storage and Disposal of Medications

1. A parent, guardian or parent/guardian-designated responsible adult shall deliver all medications to be administered by school personnel, to the school nurse or other responsible person designated by the school nurse.
 - a. The medication must be in a pharmacy or manufacturer labeled container.
 - b. The school nurse or other responsible person receiving the medication shall document the quantity of the medication delivered.
2. All medications shall be stored in their original pharmacy or manufacturer labeled containers and in such manner as to render them safe and effective. Expiration dates shall be checked.
3. All medications to be administered by school personnel shall be kept in a securely locked cabinet used exclusively for medications, which is kept locked except when opened to obtain medications. Medications requiring refrigeration shall be stored in either a locked box in a refrigerator or in a locked refrigerator maintained at temperatures of 36 to 46 degrees Fahrenheit.
4. Access to stored medications shall be limited to persons authorized to administer medications. Access to keys and knowledge of the location of keys shall be restricted to the maximum extent possible.
5. Parents or guardians may retrieve the medications from the school at any time.

Where possible, all unused, discontinued or outdated medications shall be returned to the parent or guardian and the return appropriately documented. Notification letters will be sent home when medications need to be picked up at the end of the school year. If medications are not picked up they will be destroyed at the nurse's discretion.

H. Documentation and Record-Keeping

Each school where medications are administered by school personnel shall maintain a medication administration record for each student who receives medication during school hours.

1. Such record at a minimum shall include a MAR/daily log – and, as applicable by the school nurse, an individual health plan and/or emergency care plan, including the medication order and parent/guardian authorization.

2. The MAR/daily log shall contain:
 - a. The dose or amount of medications administered;
 - b. The date and time of administration or omission of administration, including the reason of omission;
 - c. The full signature of the nurse or designated unlicensed school personnel administering the medication. The medication is given more than once by the same person, he/she may initial the record, subsequent to signing a full signature.
3. All documentation shall be recorded in ink and shall not be altered.
4. The completed medication administration record and forms pertinent to self-administration shall be filed in the student's health record.

I. Reporting and Documentation of Medication Errors

1. A medication error includes any failure to administer medication as prescribed for a particular student.
2. In the event of a medication error, the health assistant shall notify the school nurse immediately. The school nurse shall then notify the parent or guardian immediately. (The school nurse shall document the effort to reach the parent or guardian.) If there is a question of potential harm to the student, the nurse shall also notify the student's licensed prescriber or school physician.
3. Medication errors shall be documented by the health assistant on the Medication Error Incident Report. These reports shall be retained by the school in the student health record.
4. The school nurse shall review reports of medication errors and take necessary steps to ensure appropriate medication administration in the future.

2. OBSERVATIONS AND REFERRING

During time in school, the school health assistant/or other school personnel (UAP) may observe children with health problems or teachers may report problems. The identified school personnel can provide valuable assistance to the school nurse by being alert to health problems and reporting them to the nurse.

It is not the role of the school health assistant to diagnose, treat, counsel parents or make referrals to physicians. School health assistants may administer First Aid (if trained) and respond to an emergency situation per district policy. The school health assistant may contact a parent when a child shows signs of illness and shall request them to come and pick up their child if possible. Parents are responsible for determining if their child needs medical care when the school nurse is not available to make a recommendation.

Teachers are looked upon as the first line of defense in the identification of children with physical, mental and emotional problems. His or her daily observation can detect deviations from normal appearance, if the deviations persist, should be reported to the school nurse. Any student with suspected health problems should be referred to the school nurse. The school health assistant or other designated school personnel will document and refer such issues and concerns to the school nurse in a timely manner.

3. EMERGENCY CARE

1. Any student who has more than a minor injury must not be left unattended. It will be the responsibility of the health assistant to stay with the student.
2. Provide first aid for the pupil as needed. If situation is thought to be life threatening, have someone call 911 immediately.
3. Call the parent at once and obtain permission to call physician and obtain instructions for transportation depending on the type and severity of illness or injury.
4. If the parent cannot be reached, or are unable to provide transportation, call the physician listed on the emergency health form. If he/she is unavailable, the nearest available physician will be contacted and arrangements will be made for transport and care per school administration authorization.
5. All emergency care will be documented on an injury report and shall be reported to the applicable building principal and/or superintendent and health service office. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse. The school nurse is responsible to follow-up on all emergency care reports as appropriate.

4. IDENTIFICATION OF HEALTH PROBLEMS/EMERGENCY PLANS

If a student has a health related issue, that information should be recorded on the health record: ie: diabetes, epilepsy, orthopedic problem. Each fall the school health assistant or other identified school personnel should review school registration forms and compile a list of all students with health issues, including all special education children, to be reviewed by the school nurse. An emergency plan shall be developed as needed and updated annually. School staff should be made aware of children with health issues and oriented to any emergency care plans for children they come into contact with.

5. INJURY/ACCIDENT REPORTING

Injuries sustained in school shall be reported to the applicable building principal and/or superintendent and health service office. Those injuries that require more than basic first-aid treatment will be documented on the Student Injury Report Form. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse.

6. IMMUNIZATIONS

Each year the school health assistant or other designated school personnel will be asked to determine which students are in need of immunizations as directed by the school nurse. Parents should be notified of this need and provided with the informed consent form. Immunizations received shall be recorded on the student's health record. School administration shall determine the applicable amount of time for students to complete their required immunizations according to Minnesota Immunization Law and keep the school nurse informed. Required MDH Immunization Reports will be filed according to MN Statutes and MDH guidelines as directed by the school nurse.

7. INFECTIOUS DISEASE

The school nurse will be notified of all suspected communicable diseases. The school nurse follows Minnesota Department of Health infectious disease guidelines and references the Infectious Disease in Childcare Settings and Schools manual. Notification of parents/community will be at the direction of the superintendent/building principal upon consultation with the school nurse. Designated school personnel will be responsible for reporting Influenza-like illness according to guidelines found in the "Influenza-like Illness" Report Form.

8. EARLY CHILDHOOD SCREENING:

The school nurse will assist designated school personnel, as requested, with Early Childhood Screening per MN statutes 123.701.

9. SCHOOL HEALTH SCREENINGS

School health screenings will be provided per School District Administration authorization in accordance to the school nurse's discretion and following MDH screening guidelines.

10. HEALTH EDUCATION

Health education will be provided per principal/superintendent authorization and include puberty education and other as requested.

11. MEDICAL TRANSPORTATION

Polk County Public Health Policy does not allow the school nurse to transport students.

12. TRAINING OF HEALTH SERVICES STAFF

Training of all school district staff involved in carrying out the health services guidelines/procedures shall include as a minimum:

- Medication Administration for paraprofessionals/unlicensed personnel (UAP)
- Confidentiality
- Emergency Care Plans

XXX

POLK COUNTY PUBLIC HEALTH

SCHOOL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 29 th day of June, 2020, by and between Polk County Public Health on behalf of the Polk County Board of Health, (hereinafter referred to as the County Agency) and the Board of Education of **Climax-Shelly**, Independent School District (hereinafter referred to as the Climax-Shelly School),

WITNESSETH:

I. The County Agency agrees:

1. To recruit, train and supervise Polk County Public Health school nurse staff according to agency policies and in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
2. To provide consultation, services and oversight as the school nurse per Attachment A and B and per related health services policies, procedures and guidelines of the school district during school hours.
3. To assure the completion and submission of the Annual Immunization State Report (AISR) and those requested by the school district administration.
4. To compile and submit to the Superintendent, an annual report highlighting program activities that will include statistics and a corresponding narrative by July 30th.
5. To communicate issues related to the school nursing program with the Superintendent or proper liaison identified by the Superintendent.
6. To bill the School District monthly for school nurse services to be provided.
7. Student health records and documentation remain the property of the school district but are available with no restrictions to public health school nurse staff and supervising administration as needed to carry out the functions and responsibilities of this agreement. Student service nurses notes, individual health plans and emergency care plans are written by the school nurse in collaboration with other professionals and family.

II. The Climax-Shelly School hereby agrees:

1. To provide a contact person through whom administrators, teachers and other school personnel can contact Public Health for the school health program.

2. To provide Polk County Public Health school health nurse and the school health aide with full access to school district health offices, student health records and other health services related documentation as needed to fulfill the responsibilities and functions related to this agreement.
3. To maintain school health records on all pupils in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
4. To identify all appropriate school staff involved in carrying out the school district health services policy, procedures or guidelines and allow for training and adequate time to perform health assistant duties.
5. To request school nurse participation in development of all Student Emergency Plans for the district.
6. To refer all known pregnant students to Public Health for improved pregnancy outcomes.
7. To reimburse the County Agency at \$50.00 per hour for Public Health Nurse Services as identified in Attachments A and B. This contract is not to exceed \$6,750 for the school year without mutual agreement by School Administration and Agency Administration. The rate will be renegotiated each year to reflect the cost increases in the provision of services.
8. Reimburse the County Agency for fluoride, as applicable, for the fluoride rinse in the dental program.
9. Provide support staff assistance as needed.
10. Encourage teachers and school personnel to make referrals to the School Nurse.
11. Provide adequate space and equipment for the school health program.
12. Provide for supervision of student health needs in the absence of the nurse.

III. Mutual Agreements:

Indemnity. The Climax-Shelly School agrees to protect, indemnify, and hold harmless the County Agency and school health program employees from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the business of the Climax-Shelly School, unless such liability results from negligence of the County Agency or the school nursing program employees.

The County Agency through Polk County, agrees to protect, indemnify, and hold harmless the Climax-Shelly School from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the school nursing employees, unless such liability arises out of negligence resulting from the conduct of the business of Climax-Shelly School, its employees or agents.

Insurance: The Climax-Shelly School agrees to obtain, provide, and maintain through the duration of this agreement, all insurance policies incident to the prudent operation for a school. This includes a Comprehensive General Liability Policy including personal injury and property damage liability insurance naming the Climax-Shelly School as insured. The County Agency shall provide Workers Compensation and Employee Liability Insurance for their employees. The Climax-Shelly School and the County Agency shall provide to the other party copies of all applicable insurance policies under this agreement.

Independent Contractor. The County Agency shall provide services to the Climax-Shelly School under this agreement acting only as an independent contractor and no act, or commission, or omission of any party hereto shall be construed to make or render the other party its principal agent, joint venturer, or associate.

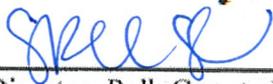
IV. Term and Termination:

A. The agreement shall be for a term of three years commencing on July 1, 2020 as the execution date of the agreement. Notwithstanding that the agreement is for a term of three years, however, Section II (reimbursement for services) is reviewed annually by both parties 60 days prior to July 1 in each of the remaining years of the contract. It is understood that either party may terminate this agreement for any reason, upon ninety days (90) notice to the other party.

B. Assignment. The rights and duties under this agreement may not be assigned without the written consent of the other party.

Captions. Descriptive headings of the section of this agreement are inserted for convenience only and shall not define or limit any of the terms of provision hereof nor are they to be used in determining the parties intent.

Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.



Director, Polk County Public Health

Chairman, Polk County Board
of Health



Superintendent, Climax-Shelly School

06/29/2020

Approved as to form and execution this _____ day of _____, 2020.

Greg Widseth
Polk County Attorney

Attachment A

Contracted School Nursing Services

Primary Function:

To promote optimal health services for all students of the school district.

Line of Authority:

Directly responsible to the Superintendent and/or Principal.

Supervision of Others:

Will train, direct and supervise delegated tasks to the health assistants and /or other identified school health personnel or volunteers as designated in policy and guidelines.

Qualifications:

Must have and maintain current registered nurse licensure and Public Health Nurse Certification with the Minnesota Board of Nursing and meet other School Nurse licensure requirements per Minnesota Statutes.

Examples of Responsibilities Normally Assigned to this Contract Position:

1. Delegate safe nursing activities to health assistants, school staff such as secretaries/principals or others as identified by school administration per district health policy, procedure or guidelines.
2. Assess the health status, provide care and evaluate treatments of students seen under the health program. Supervise and monitor care provided by school staff providing services under the school health program.
3. Consult with school administration to establish, review and revise policy, procedures, and guidelines for the school health program, as needed.
4. Assess immunization status and provide consultation with school administration to establish, review and revise policy, procedures, and guidelines to comply with the Minnesota Immunization Laws in order to protect the population from vaccine-preventable diseases.
5. Arrange and conduct medication administration training, chronic disease management training and other relevant subjects as requested by school administration and as time allows.
6. Coordinate efforts with those of other health professionals and school personnel for optimal learner outcomes.
7. Provide necessary health counseling and refer to further professionals when appropriate.

8. Act as a resource person in health education to teaching personnel and administration as requested by school administration.
9. Consultation to procure supplies and equipment to allow for safe and efficient school nursing practice per school district policy and as school administration request.
10. Arrange and/or conduct screenings to identify student health concerns and disseminate with regard to the data privacy act. Assign health assistant/volunteers, or other designated school staff to assist as appropriate per district policy, procedure or guidelines.
11. Supervise medication administration procedure and/or guidelines as established.
12. Be available to supervise and monitor activities of school health assistants/school staff as they are providing school health services under the direction and supervision of the school nurse.
13. Assess and document safe and appropriate performance of identified school personnel in carrying out the school health services policy, procedure, or guidelines.

Attachment B

SCHOOL HEALTH GUIDELINES AND PROCEDURES

1. MANAGEMENT OF THE MEDICATION ADMINISTRATION PROGRAM

A. The school nurse shall be the supervisor of the medication administration program in the school.

B. Medication Orders/Parental Consent:

1. The school nurse shall ensure that there is a proper medication order from a licensed prescriber, which is renewed as necessary, including the beginning of each academic year. The Request to Administer Medication at School form needs to be signed by the parent, guardian and licensed medical provider. The school nurse shall be notified of any new medications or changes in medication.
 - a. In accordance with standard medical practice, a medication order from a licensed prescriber shall contain:
 - (1) The students name;
 - (2) The name and signature of the licensed prescriber and contact information;
 - (3) The name of the medication;
 - (4) The route and dosage of medication;
 - (5) The frequency and time of medication administration;
 - (6) The date of the order and discontinuation date;
 - (7) A diagnosis and any other medical condition(s) requiring medication, if not a violation of the government data practices act or if not contrary to the request of a parent, guardian or student to keep confidential;
 - (8) Specific directions for administration, while at school.

C. Medication Administration:

An individual health plan and/or emergency care plan will be established per the school nurses discretion. The Request to Administer Medication at School form will be used for any student taking a medication. Self-administration of medication student agreement will be completed for students carrying medication (ex. inhaler).

1. Prior to the initial administration of the medication, the school nurse shall develop a medication administration plan which includes:
 - a. The name of the student;
 - b. An order from a licensed prescriber, including all contact telephone numbers;
 - c. The signed authorization of the parent or guardian, including home and business telephone numbers;
 - d. Any known allergies to food or medications;
 - e. The diagnosis, unless a violation of confidentiality or the parent, guardian or student requests that is not be documented;
 - f. The name of the medication;
 - g. The dosage of the medication, frequency of administration and route of administration;
 - h. Any specific directions for administration;
 - i. Any possible side effects, adverse reactions or contraindications;
 - j. The quantity of medication to be received by the school from the parent or guardian;
 - k. The required storage conditions;
 - l. The duration of the prescription;
 - m. The designation of unlicensed school personnel, who will administer the medication to the student according to the Staff Trained for Medication Administration list. With parental permission, other persons, including teachers, to be notified of medication

administration and possible adverse effects of the medication;

- n. Provision for medication administration in the case of field trips and other short – term special school events. Every effort shall be made to obtain a nurse or school staff member trained in medication administration to accompany students at special school events. When this is not possible, the school nurse may choose to delegate medication administration to another responsible adult. Request for medication administration form is completed prior as needed. The school nurse shall instruct the responsible adult on how to administer the medication to the child.

D. The school nurse has procedures in place to ensure the positive identification of the student who receives medication.

E. The school nurse shall have a current pharmaceutical reference available for her/his use.

F. Emergency Medication

1. For the purpose of administering emergency medication to an individual child including parenteral administration (e.g., by injection) of the medication, the school nurse may delegate to individual school personnel. Said school personnel shall be listed on the individual health plan and receive training in the administration of emergency medication to a specific child.
 - a. The school nurse shall have final decision-making authority with respect to delegating administration of medications to unlicensed personnel in school systems.
 - b. A school nurse shall be available by telephone should consultation be required while medications are being administered.
 - c. For each school, an updated list of unlicensed school personnel who have been trained in the administration of medications shall be maintained.
 - d. When medication administration is delegated by the school nurse to unlicensed school personnel, such personnel shall be under the supervision of the school nurse for the purposes of medication administration. Responsibilities for supervision at a minimum shall include the following:
 - (1) After consultation with the principal or administrator responsible for a given school, the school nurse shall select, train and supervise the specific individuals, in those categories of school personnel who may administer medications. When necessary to protect student health and safety, the school nurse may rescind such selection. The individual selected may refuse delegation of medication responsibility.
 - (2) The school nurse shall supervise the training of the designees.
 - (a) The school nurse shall document the training and evidence of competency of unlicensed personnel designated to assume the responsibility for medication administration.
 - (b) The school nurse shall provide a training review and informal update, at least annually, for those school staff authorized to administer medications.
 - (3) The school nurse shall support and assist persons who have completed the training to prepare for and implement their responsibilities related to the administration of medication.
 - (4) The degree of supervision required for each student shall be determined by the school nurse after an evaluation of the appropriate factors involved in protecting the student's health including, but not limited to the following:

- (a) health condition and ability of the student;
- (b) the extent of training and capability of the unlicensed school personnel to whom the medication administration is delegated;
- (c) the type of medication;
- (d) the proximity and availability of the school nurse to the unlicensed person who is performing the medication administration.

(5) For the individual child, the school nurse shall:

- (a) Review the initial orders, possible side effects, adverse reactions and other pertinent information with the person to whom medication administration had been delegated;
- (b) Provide supervision and consultation as needed to ensure that the student is receiving the medication appropriately. Supervision and consultation may include record review, on-site observation and/or student assessment.

G. Handling, Storage and Disposal of Medications

1. A parent, guardian or parent/guardian-designated responsible adult shall deliver all medications to be administered by school personnel, to the school nurse or other responsible person designated by the school nurse.
 - a. The medication must be in a pharmacy or manufacturer labeled container.
 - b. The school nurse or other responsible person receiving the medication shall document the quantity of the medication delivered.
2. All medications shall be stored in their original pharmacy or manufacturer labeled containers and in such manner as to render them safe and effective. Expiration dates shall be checked.
3. All medications to be administered by school personnel shall be kept in a securely locked cabinet used exclusively for medications, which is kept locked except when opened to obtain medications. Medications requiring refrigeration shall be stored in either a locked box in a refrigerator or in a locked refrigerator maintained at temperatures of 36 to 46 degrees Fahrenheit.
4. Access to stored medications shall be limited to persons authorized to administer medications. Access to keys and knowledge of the location of keys shall be restricted to the maximum extent possible.
5. Parents or guardians may retrieve the medications from the school at any time.

Where possible, all unused, discontinued or outdated medications shall be returned to the parent or guardian and the return appropriately documented. Notification letters will be sent home when medications need to be picked up at the end of the school year. If medications are not picked up they will be destroyed at the nurse's discretion.

H. Documentation and Record-Keeping

Each school where medications are administered by school personnel shall maintain a medication administration record for each student who receives medication during school hours.

1. Such record at a minimum shall include a MAR/daily log – and, as applicable by the school nurse, an individual health plan and/or emergency care plan, including the medication order and parent/guardian authorization.

2. The MAR/daily log shall contain:
 - a. The dose or amount of medications administered;
 - b. The date and time of administration or omission of administration, including the reason of omission;
 - c. The full signature of the nurse or designated unlicensed school personnel administering the medication. The medication is given more than once by the same person, he/she may initial the record, subsequent to signing a full signature.
3. All documentation shall be recorded in ink and shall not be altered.
4. The completed medication administration record and forms pertinent to self-administration shall be filed in the student's health record.

I. Reporting and Documentation of Medication Errors

1. A medication error includes any failure to administer medication as prescribed for a particular student.
2. In the event of a medication error, the health assistant shall notify the school nurse immediately. The school nurse shall then notify the parent or guardian immediately. (The school nurse shall document the effort to reach the parent or guardian.) If there is a question of potential harm to the student, the nurse shall also notify the student's licensed prescriber or school physician.
3. Medication errors shall be documented by the health assistant on the Medication Error Incident Report. These reports shall be retained by the school in the student health record.
4. The school nurse shall review reports of medication errors and take necessary steps to ensure appropriate medication administration in the future.

2. OBSERVATIONS AND REFERRING

During time in school, the school health assistant/or other school personnel (UAP) may observe children with health problems or teachers may report problems. The identified school personnel can provide valuable assistance to the school nurse by being alert to health problems and reporting them to the nurse.

It is not the role of the school health assistant to diagnose, treat, counsel parents or make referrals to physicians. School health assistants may administer First Aid (if trained) and respond to an emergency situation per district policy. The school health assistant may contact a parent when a child shows signs of illness and shall request them to come and pick up their child if possible. Parents are responsible for determining if their child needs medical care when the school nurse is not available to make a recommendation.

Teachers are looked upon as the first line of defense in the identification of children with physical, mental and emotional problems. His or her daily observation can detect deviations from normal appearance, if the deviations persist, should be reported to the school nurse. Any student with suspected health problems should be referred to the school nurse. The school health assistant or other designated school personnel will document and refer such issues and concerns to the school nurse in a timely manner.

3. EMERGENCY CARE

1. Any student who has more than a minor injury must not be left unattended. It will be the responsibility of the health assistant to stay with the student.
2. Provide first aid for the pupil as needed. If situation is thought to be life threatening, have someone call 911 immediately.
3. Call the parent at once and obtain permission to call physician and obtain instructions for transportation depending on the type and severity of illness or injury.
4. If the parent cannot be reached, or are unable to provide transportation, call the physician listed on the emergency health form. If he/she is unavailable, the nearest available physician will be contacted and arrangements will be made for transport and care per school administration authorization.
5. All emergency care will be documented on an injury report and shall be reported to the applicable building principal and/or superintendent and health service office. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse. The school nurse is responsible to follow-up on all emergency care reports as appropriate.

4. IDENTIFICATION OF HEALTH PROBLEMS/EMERGENCY PLANS

If a student has a health related issue, that information should be recorded on the health record: ie: diabetes, epilepsy, orthopedic problem. Each fall the school health assistant or other identified school personnel should review school registration forms and compile a list of all students with health issues, including all special education children, to be reviewed by the school nurse. An emergency plan shall be developed as needed and updated annually. School staff should be made aware of children with health issues and oriented to any emergency care plans for children they come into contact with.

5. INJURY/ACCIDENT REPORTING

Injuries sustained in school shall be reported to the applicable building principal and/or superintendent and health service office. Those injuries that require more than basic first-aid treatment will be documented on the Student Injury Report Form. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse.

6. IMMUNIZATIONS

Each year the school health assistant or other designated school personnel will be asked to determine which students are in need of immunizations as directed by the school nurse. Parents should be notified of this need and provided with the informed consent form. Immunizations received shall be recorded on the student's health record. School administration shall determine the applicable amount of time for students to complete their required immunizations according to Minnesota Immunization Law and keep the school nurse informed. Required MDH Immunization Reports will be filed according to MN Statutes and MDH guidelines as directed by the school nurse.

7. INFECTIOUS DISEASE

The school nurse will be notified of all suspected communicable diseases. The school nurse follows Minnesota Department of Health infectious disease guidelines and references the Infectious Disease in Childcare Settings and Schools manual. Notification of parents/community will be at the direction of the superintendent/building principal upon consultation with the school nurse. Designated school personnel will be responsible for reporting Influenza-like illness according to guidelines found in the "Influenza-like Illness" Report Form.

8. EARLY CHILDHOOD SCREENING:

The school nurse will assist designated school personnel, as requested, with Early Childhood Screening per MN statutes 123.701.

9. SCHOOL HEALTH SCREENINGS

School health screenings will be provided per School District Administration authorization in accordance to the school nurse's discretion and following MDH screening guidelines.

10. HEALTH EDUCATION

Health education will be provided per principal/superintendent authorization and include puberty education and other as requested.

11. MEDICAL TRANSPORTATION

Polk County Public Health Policy does not allow the school nurse to transport students.

12. TRAINING OF HEALTH SERVICES STAFF

Training of all school district staff involved in carrying out the health services guidelines/procedures shall include as a minimum:

- Medication Administration for paraprofessionals/unlicensed personnel (UAP)
- Confidentiality
- Emergency Care Plans

XXX

POLK COUNTY PUBLIC HEALTH
SCHOOL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___th day of _____, 2020, by and between Polk County Public Health on behalf of the Polk County Board of Health, (hereinafter referred to as the County Agency) and the Board of Education of **Win-E-Mac**, Independent School District (hereinafter referred to as the Win-E-Mac School),

WITNESSETH:

I. The County Agency agrees:

1. To recruit, train and supervise Polk County Public Health school nurse staff according to agency policies and in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
2. To provide consultation, services and oversight as the school nurse per Attachment A and B and per related health services policies, procedures and guidelines of the school district during school hours.
3. To assure the completion and submission of the Annual Immunization State Report (AISR) and those requested by the school district administration.
4. To compile and submit to the Superintendent, an annual report highlighting program activities that will include statistics and a corresponding narrative by July 30th.
5. To communicate issues related to the school nursing program with the Superintendent or proper liaison identified by the Superintendent.
6. To bill the School District monthly for school nurse services to be provided.
7. Student health records and documentation remain the property of the school district but are available with no restrictions to public health school nurse staff and supervising administration as needed to carry out the functions and responsibilities of this agreement. Student service nurses notes, individual health plans and emergency care plans are written by the school nurse in collaboration with other professionals and family.

II. The Win-E-Mac School hereby agrees:

1. To provide a contact person through whom administrators, teachers and other school personnel can contact Public Health for the school health program.

2. To provide Polk County Public Health school health nurse and the school health aide with full access to school district health offices, student health records and other health services related documentation as needed to fulfill the responsibilities and functions related to this agreement.
3. To maintain school health records on all pupils in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
4. To identify all appropriate school staff involved in carrying out the school district health services policy, procedures or guidelines and allow for training and adequate time to perform health assistant duties.
5. To request school nurse participation in development of all Student Emergency Plans for the district.
6. To refer all known pregnant students to Public Health for improved pregnancy outcomes.
7. To reimburse the County Agency at \$50.00 per hour for Public Health Nurse Services as identified in Attachments A and B. With a Health Aide on staff, this contract for School Nurse hours is not to exceed \$11,750 for the school year. Without a Health Aide on staff, the School Nurse will not exceed \$23,500. This contract is not to exceed this amount for the school year without mutual agreement by School Administration and Agency Administration. The rate will be renegotiated each year to reflect the cost increases in the provision of services.
8. Reimburse the County Agency for fluoride, if applicable, needed for the fluoride rinse in the dental program.
9. Provide support staff assistance as needed.
10. Encourage teachers and school personnel to make referrals to the School Nurse.
11. Provide adequate space and equipment for the school health program.
12. Provide for supervision of student health needs in the absence of the nurse.

III. Mutual Agreements:

Indemnity. The Win-E-Mac School agrees to protect, indemnify, and hold harmless the County Agency and school health program employees from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the business of the Win-E-Mac School, unless such liability results from negligence of the County Agency or the school nursing program employees.

The County Agency through Polk County, agrees to protect, indemnify, and hold harmless the Win-E-Mac School from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the school nursing employees, unless such liability arises out of negligence resulting from the conduct of the business of Win-E-Mac School, its employees or agents.

Insurance: The Win-E-Mac School agrees to obtain, provide, and maintain through the duration of this agreement, all insurance policies incident to the prudent operation for a school. This includes a Comprehensive General Liability Policy including personal injury and property damage liability insurance naming the Win-E-Mac School as insured. The County Agency shall provide Workers Compensation and Employee Liability Insurance for their employees. The Win-E-Mac School and the County Agency shall provide to the other party copies of all applicable insurance policies under this agreement.

Independent Contractor. The County Agency shall provide services to the Win-E-Mac School under this agreement acting only as an independent contractor and no act, or commission, or omission of any party hereto shall be construed to make or render the other party its principal agent, joint venturer, or associate.

IV. Term and Termination:

A. The agreement shall be for a term of three years commencing on July 1, 2020 as the execution date of the agreement. Notwithstanding that the agreement is for a term of three years, however, Section II (reimbursement for services) is reviewed annually by both parties 60 days prior to July 1 in each of the remaining years of the contract. It is understood that either party may terminate this agreement for any reason, upon ninety days (90) notice to the other party.

B. Assignment. The rights and duties under this agreement may not be assigned without the written consent of the other party.

Captions. Descriptive headings of the section of this agreement are inserted for convenience only and shall not define or limit any of the terms of provision hereof nor are they to be used in determining the parties intent.

Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.

Director, Polk County Public Health

Chairman, Polk County Board
of Health

Superintendent, Win-E-Mac School

Approved as to form and execution this _____ day of _____, 2020.

Greg Widseth
Polk County Attorney

Attachment A

Contracted School Nursing Services

Primary Function:

To promote optimal health services for all students of the school district.

Line of Authority:

Directly responsible to the Superintendent and/or Principal.

Supervision of Others:

Will train, direct and supervise delegated tasks to the health assistants and /or other identified school health personnel or volunteers as designated in policy and guidelines.

Qualifications:

Must have and maintain current registered nurse licensure and Public Health Nurse Certification with the Minnesota Board of Nursing and meet other School Nurse licensure requirements per Minnesota Statutes.

Examples of Responsibilities Normally Assigned to this Contract Position:

1. Delegate safe nursing activities to health assistants, school staff such as secretaries/principals or others as identified by school administration per district health policy, procedure or guidelines.
2. Assess the health status, provide care and evaluate treatments of students seen under the health program. Supervise and monitor care provided by school staff providing services under the school health program.
3. Consult with school administration to establish, review and revise policy, procedures, and guidelines for the school health program, as needed.
4. Assess immunization status and provide consultation with school administration to establish, review and revise policy, procedures, and guidelines to comply with the Minnesota Immunization Laws in order to protect the population from vaccine-preventable diseases.
5. Arrange and conduct medication administration training, chronic disease management training and other relevant subjects as requested by school administration and as time allows.
6. Coordinate efforts with those of other health professionals and school personnel for optimal learner outcomes.
7. Provide necessary health counseling and refer to further professionals when appropriate.

8. Act as a resource person in health education to teaching personnel and administration as requested by school administration.
9. Consultation to procure supplies and equipment to allow for safe and efficient school nursing practice per school district policy and as school administration request.
10. Arrange and/or conduct screenings to identify student health concerns and disseminate with regard to the data privacy act. Assign health assistant/volunteers, or other designated school staff to assist as appropriate per district policy, procedure or guidelines.
11. Supervise medication administration procedure and/or guidelines as established.
12. Be available to supervise and monitor activities of school health assistants/school staff as they are providing school health services under the direction and supervision of the school nurse.
13. Assess and document safe and appropriate performance of identified school personnel in carrying out the school health services policy, procedure, or guidelines.

Attachment B

SCHOOL HEALTH GUIDELINES AND PROCEDURES

1. MANAGEMENT OF THE MEDICATION ADMINISTRATION PROGRAM

A. The school nurse shall be the supervisor of the medication administration program in the school.

B. Medication Orders/Parental Consent:

1. The school nurse shall ensure that there is a proper medication order from a licensed prescriber, which is renewed as necessary, including the beginning of each academic year. The Request to Administer Medication at School form needs to be signed by the parent, guardian and licensed medical provider. The school nurse shall be notified of any new medications or changes in medication.
 - a. In accordance with standard medical practice, a medication order from a licensed prescriber shall contain:
 - (1) The students name;
 - (2) The name and signature of the licensed prescriber and contact information;
 - (3) The name of the medication;
 - (4) The route and dosage of medication;
 - (5) The frequency and time of medication administration;
 - (6) The date of the order and discontinuation date;
 - (7) A diagnosis and any other medical condition(s) requiring medication, if not a violation of the government data practices act or if not contrary to the request of a parent, guardian or student to keep confidential;
 - (8) Specific directions for administration, while at school.

C. Medication Administration:

An individual health plan and/or emergency care plan will be established per the school nurses discretion. The Request to Administer Medication at School form will be used for any student taking a medication. Self-administration of medication student agreement will be completed for students carrying medication (ex. inhaler).

1. Prior to the initial administration of the medication, the school nurse shall develop a medication administration plan which includes:
 - a. The name of the student;
 - b. An order from a licensed prescriber, including all contact telephone numbers;
 - c. The signed authorization of the parent or guardian, including home and business telephone numbers;
 - d. Any known allergies to food or medications;
 - e. The diagnosis, unless a violation of confidentiality or the parent, guardian or student requests that is not be documented;
 - f. The name of the medication;
 - g. The dosage of the medication, frequency of administration and route of administration;
 - h. Any specific directions for administration;
 - i. Any possible side effects, adverse reactions or contraindications;
 - j. The quantity of medication to be received by the school from the parent or guardian;
 - k. The required storage conditions;
 - l. The duration of the prescription;
 - m. The designation of unlicensed school personnel, who will administer the medication to the student according to the Staff Trained for Medication Administration list. With parental permission, other persons, including teachers, to be notified of medication

administration and possible adverse effects of the medication;

- n. Provision for medication administration in the case of field trips and other short – term special school events. Every effort shall be made to obtain a nurse or school staff member trained in medication administration to accompany students at special school events. When this is not possible, the school nurse may choose to delegate medication administration to another responsible adult. Request for medication administration form is completed prior as needed. The school nurse shall instruct the responsible adult on how to administer the medication to the child.

D. The school nurse has procedures in place to ensure the positive identification of the student who receives medication.

E. The school nurse shall have a current pharmaceutical reference available for her/his use.

F. Emergency Medication

1. For the purpose of administering emergency medication to an individual child including parenteral administration (e.g., by injection) of the medication, the school nurse may delegate to individual school personnel. Said school personnel shall be listed on the individual health plan and receive training in the administration of emergency medication to a specific child.
 - a. The school nurse shall have final decision-making authority with respect to delegating administration of medications to unlicensed personnel in school systems.
 - b. A school nurse shall be available by telephone should consultation be required while medications are being administered.
 - c. For each school, an updated list of unlicensed school personnel who have been trained in the administration of medications shall be maintained.
 - d. When medication administration is delegated by the school nurse to unlicensed school personnel, such personnel shall be under the supervision of the school nurse for the purposes of medication administration. Responsibilities for supervision at a minimum shall include the following:
 - (1) After consultation with the principal or administrator responsible for a given school, the school nurse shall select, train and supervise the specific individuals, in those categories of school personnel who may administer medications. When necessary to protect student health and safety, the school nurse may rescind such selection. The individual selected may refuse delegation of medication responsibility.
 - (2) The school nurse shall supervise the training of the designees.
 - (a) The school nurse shall document the training and evidence of competency of unlicensed personnel designated to assume the responsibility for medication administration.
 - (b) The school nurse shall provide a training review and informal update, at least annually, for those school staff authorized to administer medications.
 - (3) The school nurse shall support and assist persons who have completed the training to prepare for and implement their responsibilities related to the administration of medication.
 - (4) The degree of supervision required for each student shall be determined by the school nurse after an evaluation of the appropriate factors involved in protecting the student's health including, but not limited to the following:

- (a) health condition and ability of the student;
- (b) the extent of training and capability of the unlicensed school personnel to whom the medication administration is delegated;
- (c) the type of medication;
- (d) the proximity and availability of the school nurse to the unlicensed person who is performing the medication administration.

(5) For the individual child, the school nurse shall:

- (a) Review the initial orders, possible side effects, adverse reactions and other pertinent information with the person to whom medication administration had been delegated;
- (b) Provide supervision and consultation as needed to ensure that the student is receiving the medication appropriately. Supervision and consultation may include record review, on-site observation and/or student assessment.

G. Handling, Storage and Disposal of Medications

1. A parent, guardian or parent/guardian-designated responsible adult shall deliver all medications to be administered by school personnel, to the school nurse or other responsible person designated by the school nurse.
 - a. The medication must be in a pharmacy or manufacturer labeled container.
 - b. The school nurse or other responsible person receiving the medication shall document the quantity of the medication delivered.
2. All medications shall be stored in their original pharmacy or manufacturer labeled containers and in such manner as to render them safe and effective. Expiration dates shall be checked.
3. All medications to be administered by school personnel shall be kept in a securely locked cabinet used exclusively for medications, which is kept locked except when opened to obtain medications. Medications requiring refrigeration shall be stored in either a locked box in a refrigerator or in a locked refrigerator maintained at temperatures of 36 to 46 degrees Fahrenheit.
4. Access to stored medications shall be limited to persons authorized to administer medications. Access to keys and knowledge of the location of keys shall be restricted to the maximum extent possible.
5. Parents or guardians may retrieve the medications from the school at any time.

Where possible, all unused, discontinued or outdated medications shall be returned to the parent or guardian and the return appropriately documented. Notification letters will be sent home when medications need to be picked up at the end of the school year. If medications are not picked up they will be destroyed at the nurse's discretion.

H. Documentation and Record-Keeping

Each school where medications are administered by school personnel shall maintain a medication administration record for each student who receives medication during school hours.

1. Such record at a minimum shall include a MAR/daily log – and, as applicable by the school nurse, an individual health plan and/or emergency care plan, including the medication order and parent/guardian authorization.

2. The MAR/daily log shall contain:
 - a. The dose or amount of medications administered;
 - b. The date and time of administration or omission of administration, including the reason of omission;
 - c. The full signature of the nurse or designated unlicensed school personnel administering the medication. The medication is given more than once by the same person, he/she may initial the record, subsequent to signing a full signature.
3. All documentation shall be recorded in ink and shall not be altered.
4. The completed medication administration record and forms pertinent to self-administration shall be filed in the student's health record.

I. Reporting and Documentation of Medication Errors

1. A medication error includes any failure to administer medication as prescribed for a particular student.
2. In the event of a medication error, the health assistant shall notify the school nurse immediately. The school nurse shall then notify the parent or guardian immediately. (The school nurse shall document the effort to reach the parent or guardian.) If there is a question of potential harm to the student, the nurse shall also notify the student's licensed prescriber or school physician.
3. Medication errors shall be documented by the health assistant on the Medication Error Incident Report. These reports shall be retained by the school in the student health record.
4. The school nurse shall review reports of medication errors and take necessary steps to ensure appropriate medication administration in the future.

2. OBSERVATIONS AND REFERRING

During time in school, the school health assistant/or other school personnel (UAP) may observe children with health problems or teachers may report problems. The identified school personnel can provide valuable assistance to the school nurse by being alert to health problems and reporting them to the nurse.

It is not the role of the school health assistant to diagnose, treat, counsel parents or make referrals to physicians. School health assistants may administer First Aid (if trained) and respond to an emergency situation per district policy. The school health assistant may contact a parent when a child shows signs of illness and shall request them to come and pick up their child if possible. Parents are responsible for determining if their child needs medical care when the school nurse is not available to make a recommendation.

Teachers are looked upon as the first line of defense in the identification of children with physical, mental and emotional problems. His or her daily observation can detect deviations from normal appearance, if the deviations persist, should be reported to the school nurse. Any student with suspected health problems should be referred to the school nurse. The school health assistant or other designated school personnel will document and refer such issues and concerns to the school nurse in a timely manner.

3. EMERGENCY CARE

1. Any student who has more than a minor injury must not be left unattended. It will be the responsibility of the health assistant to stay with the student.
2. Provide first aid for the pupil as needed. If situation is thought to be life threatening, have someone call 911 immediately.
3. Call the parent at once and obtain permission to call physician and obtain instructions for transportation depending on the type and severity of illness or injury.
4. If the parent cannot be reached, or are unable to provide transportation, call the physician listed on the emergency health form. If he/she is unavailable, the nearest available physician will be contacted and arrangements will be made for transport and care per school administration authorization.
5. All emergency care will be documented on an injury report and shall be reported to the applicable building principal and/or superintendent and health service office. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse. The school nurse is responsible to follow-up on all emergency care reports as appropriate.

4. IDENTIFICATION OF HEALTH PROBLEMS/EMERGENCY PLANS

If a student has a health related issue, that information should be recorded on the health record: ie: diabetes, epilepsy, orthopedic problem. Each fall the school health assistant or other identified school personnel should review school registration forms and compile a list of all students with health issues, including all special education children, to be reviewed by the school nurse. An emergency plan shall be developed as needed and updated annually. School staff should be made aware of children with health issues and oriented to any emergency care plans for children they come into contact with.

5. INJURY/ACCIDENT REPORTING

Injuries sustained in school shall be reported to the applicable building principal and/or superintendent and health service office. Those injuries that require more than basic first-aid treatment will be documented on the Student Injury Report Form. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse.

6. IMMUNIZATIONS

Each year the school health assistant or other designated school personnel will be asked to determine which students are in need of immunizations as directed by the school nurse. Parents should be notified of this need and provided with the informed consent form. Immunizations received shall be recorded on the student's health record. School administration shall determine the applicable amount of time for students to complete their required immunizations according to Minnesota Immunization Law and keep the school nurse informed. Required MDH Immunization Reports will be filed according to MN Statutes and MDH guidelines as directed by the school nurse.

7. INFECTIOUS DISEASE

The school nurse will be notified of all suspected communicable diseases. The school nurse follows Minnesota Department of Health infectious disease guidelines and references the Infectious Disease in Childcare Settings and Schools manual. Notification of parents/community will be at the direction of the superintendent/building principal upon consultation with the school nurse. Designated school personnel will be responsible for reporting Influenza-like illness according to guidelines found in the "Influenza-like Illness" Report Form.

8. EARLY CHILDHOOD SCREENING:

The school nurse will assist designated school personnel, as requested, with Early Childhood Screening per MN statutes 123.701.

9. SCHOOL HEALTH SCREENINGS

School health screenings will be provided per School District Administration authorization in accordance to the school nurse's discretion and following MDH screening guidelines.

10. HEALTH EDUCATION

Health education will be provided per principal/superintendent authorization and include puberty education and other as requested.

11. MEDICAL TRANSPORTATION

Polk County Public Health Policy does not allow the school nurse to transport students.

12. TRAINING OF HEALTH SERVICES STAFF

Training of all school district staff involved in carrying out the health services guidelines/procedures shall include as a minimum:

- Medication Administration for paraprofessionals/unlicensed personnel (UAP)
- Confidentiality
- Emergency Care Plans

XXX



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: July 7, 2020

AGENDA ITEM: School Health Services Agreement Cathedral and Our Savior's-Crookston Public Schools

SUMMARY:

Polk County Public Health to provide licensed school nurse for the parochial schools of Cathedral and Our Savior's per related health services policies, procedures, and guidelines during school hours.

The School Health Services Agreement is reviewed annually by the PCPH Licensed School Nurse, Public Health Director and the Superintendent/Principal. A new and updated School Health Services Agreement is to be completed every three years.

Minnesota Statute, section 121A.21 (School Health Services) states "every school board must provide services to promote the health of its pupils." The school health services plan including staffing of professional nursing staff based on the unique needs of the school population and the resources in the community. A school district employee will continue to serve as the Crookston Public Schools Licensed School Nurse (LSN) and PCPH will serve as the LSN at Cathedral and Our Savior's.

Reimbursed \$50.00 per hour for Public Health Nurse- Licensed School Health Nurse Services to serve Cathedral and Our Saviors schools up to the allowable maximum as determined by the Minnesota Department of Education.

ACTION REQUESTED: Motion to approve the school health services agreement with Crookston Public Schools to provide licensed school nurse for the parochial schools of Cathedral and Our Savior's.

POLK COUNTY PUBLIC HEALTH

SCHOOL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21 th day of June, 2020, by and between Polk County Public Health on behalf of the Polk County Board of Health, (hereinafter referred to as the County Agency) and the Board of Education of Crookston, Independent School District 593 for the Parochial Schools of Cathedral and Our Savior's (hereinafter referred to as the Crookston Schools),

WITNESSETH:

I. The County Agency agrees:

1. To recruit, train and supervise Polk County Public Health school nurse staff according to agency policies and in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
2. To provide consultation, services and oversight as the school nurse per Attachment A and B and per related health services policies, procedures and guidelines of the school district during school hours.
3. To assure the completion and submission of the Annual Immunization State Report (AISR) and those requested by the school district administration.
4. To compile and submit to the Superintendent, an annual report highlighting program activities that will include statistics and a corresponding narrative by July 30th.
5. To communicate issues related to the school nursing program with the Superintendent/Principal or proper liaison identified by the Superintendent/Principal.
6. To bill the School District monthly for school nurse services to be provided.
7. Student health records and documentation remain the property of the school district but are available with no restrictions to public health school nurse staff and supervising administration as needed to carry out the functions and responsibilities of this agreement. Student service nurses notes, individual health plans and emergency care plans are written by the school nurse in collaboration with other professionals and family.

II. The Crookston Schools hereby agrees:

1. To provide a contact person through whom administrators, teachers and other school personnel can contact Public Health for the school health program.
2. To provide Polk County Public Health school health nurse and the school health aide with full access to school district health offices, student health records and other health services related documentation as needed to fulfill the responsibilities and functions related to this agreement.
3. To maintain school health records on all pupils in accordance with Minnesota Statutes and Minnesota Department of Health guidelines.
4. To identify all appropriate school staff involved in carrying out the school district health services policy, procedures or guidelines and allow for training and adequate time to perform health assistant duties.
5. To reimburse the County Agency at \$50.00 per hour for Licensed School Health Nurse Services (as identified in Attachments A and B) to serve Cathedral and Our Saviors schools up to the allowable maximum as determined by the Minnesota Department of Education. The rate will be renegotiated each year to reflect the cost increases in the provision of services/number of students.
6. Encourage teachers and school personnel to make referrals to the School Nurse.
7. Provide for supervision of student health needs in the absence of the nurse.

III. Mutual Agreements:

Indemnity. The Crookston Schools agrees to protect, indemnify, and hold harmless the County Agency and school health program employees from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the business of the Crookston Schools, unless such liability results from negligence of the County Agency or the school nursing program employees.

The County Agency through Polk County, agrees to protect, indemnify, and hold harmless the Crookston Schools from and against any and all liability and expense of any kind, including reasonable attorney's fees paid for injury to person or property resulting from the conduct of the school nursing employees, unless such liability arises out of negligence resulting from the conduct of the business of Crookston School, its employees or agents.

Insurance: The Crookston Schools agrees to obtain, provide, and maintain through the duration of this agreement, all insurance policies incident to the prudent operation for a school. This includes a Comprehensive General Liability Policy including personal injury

and property damage liability insurance naming the Crookston School as insured. The County Agency shall provide Workers Compensation and Employee Liability Insurance for their employees. The Crookston Schools and the County Agency shall provide to the other party copies of all applicable insurance policies under this agreement.

Independent Contractor. The County Agency shall provide services to the Crookston Schools under this agreement acting only as an independent contractor and no act, or commission, or omission of any party hereto shall be construed to make or render the other party its principal agent, joint venturer, or associate.

IV. Term and Termination:

A. The agreement shall be for a term of three years commencing on July 1, 2020 as the execution date of the agreement. Notwithstanding that the agreement is for a term of three years, however, Section II (reimbursement for services) is reviewed annually by both parties 60 days prior to July 1 in each of the remaining years of the contract. It is understood that either party may terminate this agreement for any reason, upon ninety days (90) notice to the other party.

B. Assignment. The rights and duties under this agreement may not be assigned without the written consent of the other party.

Captions. Descriptive headings of the section of this agreement are inserted for convenience only and shall not define or limit any of the terms of provision hereof nor are they to be used in determining the parties intent.

Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.



Director, Polk County Public Health

Chairman, Polk County Board
of Health



Superintendent, Crookston Schools

Approved as to form and execution this _____ day of _____, 2020.

Greg Widseth
Polk County Attorney

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Examples of Responsibilities Normally Assigned to this Contract Position:

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3. Consult with school administration to establish, review and revise policy, procedures, and guidelines for the school health program, as needed.
4. Assess immunization status and provide consultation with school administration to establish, review and revise policy, procedures, and guidelines to comply with the Minnesota Immunization Laws in order to protect the population from vaccine-preventable diseases.
5. Arrange and conduct medication administration training, chronic disease management training and other relevant subjects as requested by school administration and as time allows.
6. Coordinate efforts with those of other health professionals and school personnel for optimal learner outcomes.
7. Provide necessary health counseling and refer to further professionals when appropriate.

8. Act as a resource person in health education to teaching personnel and administration as requested by school administration.
9. Consultation to procure supplies and equipment to allow for safe and efficient school nursing practice per school district policy and as school administration request.
10. Arrange and/or conduct screenings to identify student health concerns and disseminate with regard to the data privacy act. Assign health assistant/volunteers, or other designated school staff to assist as appropriate per district policy, procedure or guidelines.
11. Supervise medication administration procedure and/or guidelines as established.
12. Be available to supervise and monitor activities of school health assistants/school staff as they are providing school health services under the direction and supervision of the school nurse.
13. Assess and document safe and appropriate performance of identified school personnel in carrying out the school health services policy, procedure, or guidelines.

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 - j. The quantity of medication to be received by the school from the parent or guardian;
 - k. The required storage conditions;
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1. A medication error includes any failure to administer medication as prescribed for a particular student.
2. In the event of a medication error, the health assistant shall notify the school nurse immediately. The school nurse shall then notify the parent or guardian immediately. (The school nurse shall document the effort to reach the parent or guardian.) If there is a question of potential harm to the student, the nurse shall also notify the student's licensed prescriber or school physician.
3. Medication errors shall be documented by the health assistant on the Medication Error Incident Report. These reports shall be retained by the school in the student health record.
4. The school nurse shall review reports of medication errors and take necessary steps to ensure appropriate medication administration in the future.

2. OBSERVATIONS AND REFERRING

During time in school, the school health assistant/or other school personnel (UAP) may observe children with health problems or teachers may report problems. The identified school personnel can provide valuable assistance to the school nurse by being alert to health problems and reporting them to the nurse.

It is not the role of the school health assistant to diagnose, treat, counsel parents or make referrals to physicians. School health assistants may administer First Aid (if trained) and respond to an emergency situation per district policy. The school health assistant may contact a parent when a child shows signs of illness and shall request them to come and pick up their child if possible. Parents are responsible for determining if their child needs medical care when the school nurse is not available to make a recommendation.

Teachers are looked upon as the first line of defense in the identification of children with physical, mental and emotional problems. His or her daily observation can detect deviations from normal appearance, if the deviations persist, should be reported to the school nurse. Any student with suspected health problems should be referred to the school nurse. The school health assistant or other designated school personnel will document and refer such issues and concerns to the school nurse in a timely manner.

3. EMERGENCY CARE

1. Any student who has more than a minor injury must not be left unattended. It will be the responsibility of the health assistant to stay with the student.
2. Provide first aid for the pupil as needed. If situation is thought to be life threatening, have someone call 911 immediately.
3. Call the parent at once and obtain permission to call physician and obtain instructions for transportation depending on the type and severity of illness or injury.
4. If the parent cannot be reached, or are unable to provide transportation, call the physician listed on the emergency health form. If he/she is unavailable, the nearest available physician will be contacted and arrangements will be made for transport and care per school administration authorization.
5. All emergency care will be documented on an injury report and shall be reported to the applicable building principal and/or superintendent and health service office. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse. The school nurse is responsible to follow-up on all emergency care reports as appropriate.

4. IDENTIFICATION OF HEALTH PROBLEMS/EMERGENCY PLANS

If a student has a health related issue, that information should be recorded on the health record: ie: diabetes, epilepsy, orthopedic problem. Each fall the school health assistant or other identified school personnel should review school registration forms and compile a list of all students with health issues, including all special education children, to be reviewed by the school nurse. An emergency plan shall be developed as needed and updated annually. School staff should be made aware of children with health issues and oriented to any emergency care plans for children they come into contact with.

5. INJURY/ACCIDENT REPORTING

Injuries sustained in school shall be reported to the applicable building principal and/or superintendent and health service office. Those injuries that require more than basic first-aid treatment will be documented on the Student Injury Report Form. A copy of the completed form will be given to the building principal/superintendent and reviewed by the school nurse.

6. IMMUNIZATIONS

Each year the school health assistant or other designated school personnel will be asked to determine which students are in need of immunizations as directed by the school nurse. Parents should be notified of this need and provided with the informed consent form. Immunizations received shall be recorded on the student's health record. School administration shall determine the applicable amount of time for students to complete their required immunizations according to Minnesota Immunization Law and keep the school nurse informed. Required MDH Immunization Reports will be filed according to MN Statutes and MDH guidelines as directed by the school nurse.

7. INFECTIOUS DISEASE

The school nurse will be notified of all suspected communicable diseases. The school nurse follows Minnesota Department of Health infectious disease guidelines and references the Infectious Disease in Childcare Settings and Schools manual. Notification of parents/community will be at the direction of the superintendent/building principal upon consultation with the school nurse. Designated school personnel will be responsible for reporting Influenza-like illness according to guidelines found in the "Influenza-like Illness" Report Form.

8. EARLY CHILDHOOD SCREENING:

The school nurse will assist designated school personnel, as requested, with Early Childhood Screening per MN statutes 123.701.

9. SCHOOL HEALTH SCREENINGS

School health screenings will be provided per School District Administration authorization in accordance to the school nurse's discretion and following MDH screening guidelines.

10. HEALTH EDUCATION

Health education will be provided per principal/superintendent authorization and include puberty education and other as requested.

11. MEDICAL TRANSPORTATION

Polk County Public Health Policy does not allow the school nurse to transport students.

12. TRAINING OF HEALTH SERVICES STAFF

Training of all school district staff involved in carrying out the health services guidelines/procedures shall include as a minimum:

- Medication Administration for paraprofessionals/unlicensed personnel (UAP)
- Confidentiality
- Emergency Care Plans

XXX



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 07-07-2020

AGENDA ITEM: SP 060-596-003 CR 210 from CSAH 37 to TH 2

SUMMARY:

1. Bids were received Monday June 22, 2020 at 2pm electronically
2. Bids were abstracted and the lowest responsible bidder was Agassiz Asphalt, LLC of Newfolden, MN in the amount of \$1,445,891.00
3. Abstracts to be handed out at Board Meeting

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion was made by _____ seconded by _____ to award SP 060-596-003 to Asphalt, LLC of Newfolden, MN in the amount of \$1,445,891.00 and have the Chair and Administrator sign the contracts.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 07-07-2020

AGENDA ITEM: Survey Equipment Upgrade

SUMMARY:

1. Polk County Highway Department Survey Equipment needs to be upgraded to allow for single person surveys.
2. Estimated costs for the upgrade is \$7,839.20

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion was made by _____ seconded by _____ to purchase upgrade to Polk County Highway Survey Equipment from Frontier Precision in the amount of \$7,839.20.



Frontier Precision, Inc.
 446 Great Oak Drive
 Waite Park, MN 56387
 320.654.6511
 www.frontierprecision.com

Quote

Date: Jun 3, 2020 01:41 PM
 Quote Number: 40841
 Valid Until: Jul 3, 2020

Quotation by: Weston Schneider

For questions, contact westons@frontierprecision.com

BILL TO:

POLK COUNTY - HWY
 Tim Buss
 820 Old Highway 75 South
 Crookston, MN 56716 United States
 timothy.buss@co.polk.mn.us

SHIP TO:

POLK COUNTY - HWY
 Tim Buss
 820 Old Highway 75 South
 Crookston, MN 56716 United States
 timothy.buss@co.polk.mn.us

Product Details

	Qty	Price	Total
1. U3002 UPGRADE RADIO SIDE COVER	1	\$ 6,181.20	\$ 6,181.20
2. 82766-00 Trimble TSC3/TSC7 Antenna For Internal 2.4 GHz Radio	1	\$ 38.00	\$ 38.00
3. 110238-00-1 Trimble EM120 2.4GHz Module	1	\$ 1,350.00	\$ 1,350.00
4. LABOR MN NONTAXABLE LABOR - FLAT RATE - MN	2	\$ 135.00	\$ 270.00
		Sub Total:	\$ 7,839.20
		Tax:	\$ 0.00
		Shipping:	\$ 0.00
		Grand Total:	\$ 7,839.20

Special Notes:

Shipping, handling, and applicable sales tax will be added to invoice.

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express..Returns- A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

TIMS REQUEST FOR TOTAL STATION



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 07-07-2020

AGENDA ITEM: Replace Maintenance Man II Position

SUMMARY:

1. Polk County Highway Maintenance Man II has filed their resignation papers effective August 3, 2020.
2. Need approval to fill position.

ACTION REQUESTED:

1. A motion was made by _____ seconded by _____ to allow Polk County Highway to fill the Maintenance Man II position and authorize Human Resources to advertise for the position.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 07-07-2020

AGENDA ITEM: Resolution (2020-61) Retirement of William Pahlen – Highway
Department

SUMMARY:

Approve the attached Resolution.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Approve Resolution (2020-61)



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 07-07-2020

AGENDA ITEM: 2021 Budget – Wheelage and Local Option Sales Tax

SUMMARY:

1. As attached.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. No Action Required

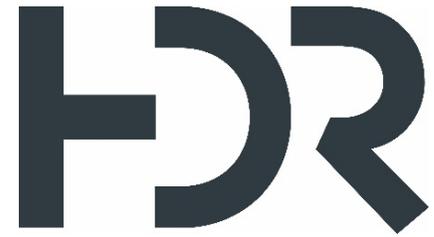
Local Option Transportation Funding In Minnesota



An Examination of the Local Option Wheelage Tax,
Sales Tax, Vehicle Excise Tax, and Aggregate Materials Tax

Prepared by: The Minnesota Transportation Alliance
June 2020

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Table of Contents

Introduction.....	4
Wheelage Tax.....	5
Table 1: Estimated Revenue from Wheelage Tax.....	6
Transportation Local Option Sales Tax.....	11
Table 2: Counties That Have Approved Local Option Sales Tax.....	12
Table 3: Estimates For Transportation Local Option Sales Tax.....	13
Motor Vehicle Excise Tax.....	16
Table 4: Local Option Vehicle Excise Tax.....	16
Table 5: Estimated Revenue From Excise Tax.....	17
Aggregate Tax.....	19
Table 6: County Aggregate Tax Revenue.....	19
Special Law Local Sales Tax.....	21
Table 7: Cities With Local Sales Tax.....	22
Table 8: New Authorizations 2019.....	23

Introduction

Transportation projects continue to need a strong partnership among federal, state and local entities, with all jurisdictions providing funding to support an integrated transportation system.

Federal and state funds for transportation have increased in Minnesota since 2008, but local government spending has increased as a percentage of overall road and bridge funding. According to a new report by the Humphrey Institute: [Local Contributions to State and Regional Transportation Facilities in Minnesota](#), between 2008 and 2017, local efforts provided more funding for local roadways in all counties.

Local governments have also increased their contributions to state trunk highway projects. According to MnDOT, in federal fiscal year 2019, local spending on state projects totaled \$26,863,925 and federal fiscal year 2020, the total was \$25,840,575.

In addition to local property taxes, Minnesota law allows local governments to use a number of tools to raise funds locally including: *wheelage taxes, local option sales taxes, aggregate tax and motor vehicle excise tax*. This report reviews the current status of those local taxes and fees which are becoming more widespread in their use.

For counties – 45 counties had enacted a local option sales tax that was in effective 2019, while 53 counties levied a wheelage tax, thirteen counties charged a motor vehicle excise tax and 31 counties collected a county aggregate tax.

For cities – 43 cities currently impose a local sales tax under special law. Some of the revenue from the city local option sales tax has been used for transportation projects over the years. The growth in the use of this option has led to discussion at the legislature about the circumstances for using this tool. Local governments, except for counties, are generally prohibited by statute from imposing sales taxes. In 2019 legislation was passed to place more emphasis on using this revenue for projects of regional significance.

During the 2020 legislative session, the House developed an omnibus tax bill that included language creating a Local Sales Tax Criteria Working Group composed of representatives from cities, counties and townships. The Working Group would make recommendations regarding lists and criteria that are useful for local governments when making decisions on whether a capital project is a candidate for being funded through a local sales tax, and would provide the legislature with consistent standards for evaluating and approving the types of projects funded with local sales taxes.

This legislation was not passed at the time of the publication of this report; however, we expect the issue of future uses of the local sales tax to be an issue at the legislature.

Wheelage Tax

Background

The wheelage tax is a minimum \$10 tax that is levied by the county board of commissioners on vehicles kept in their county when not in operation and that are subject to annual registration and taxation under Chapter 168. The wheelage tax was first authorized by the legislature in 1972 for counties in the Twin Cities metropolitan area at a rate of \$5 per vehicle. The authority to use this tax was not initially widely embraced because the law required a reduction in the general property tax levy equivalent to the revenue generated by the wheelage tax. Over the years, transportation advocates including the Minnesota Transportation Alliance advocated for changes to the law that would expand the authority to levy the tax beyond the metro area counties and to repeal the requirement of a corresponding reduction in the general property tax levy. In 2008 the legislature repealed the provision requiring an offsetting reduction in the property tax levy and, by 2013, five of the seven metro area counties had adopted the \$5 per vehicle wheelage tax.

In subsequent years, the Transportation Alliance and other transportation advocates continued to push for expansion of the authority to all 87 counties and a change in the rate to allow the tax to be imposed by counties at a rate up to \$20 per vehicle. During the 2013 legislative session, the Transportation Alliance worked with state lawmakers to introduce a transportation funding bill (SF891/HF931) that would provide additional revenue for highways and transit. A provision in the bill included the expansion of the wheelage tax authority to all 87 counties up to \$20 per vehicle. That provision passed in the final Transportation Appropriations bill of 2013 (Chapter 117; Article 3, section 4). Initially the new law restricted the rate of the wheelage tax to \$10 per vehicle from January 1, 2014 through December 31, 2017, but since January 1, 2018, all counties have been authorized to charge an amount up to \$20 per vehicle annually.

Current Law Provisions

- Tax revenue generated by the wheelage tax must be deposited in the county road and bridge fund and must be used for highway purposes within the meaning of Article 14 of the Minnesota Constitution. Revenue generated through the wheelage tax does not have to be spent exclusively on the State Aid system. Tax revenues must be used for road and bridge needs.
- The following vehicles are subject to the wheelage tax: passenger vehicles, pick-up trucks, one-ton trucks, buses, class 2 city buses, school buses, farm trucks, concrete pump/sweepers, prorate trucks, commercial zone trucks, van pools, commercial trucks and prorate foreign trucks.
- The following vehicles are exempt from the wheelage tax: motorcycles, vertical motorcycles, recreational vehicles, prorate (MN trailer), mopeds, contract trailers, semi-trailers, farm trailers, state owned tax exempt and tax exempt vehicles, utility trailers, street rods, pioneers, classics, collector and classic motorcycles.
- A county board may provide for the collection of the wheelage tax by resolution by county officials or it may request that the tax be collected by the state registrar of motor vehicles. If the tax is made collectible by the state registrar, it must be certified by the county auditor to the registrar no later than August 1 in the year before the calendar year or years for which the tax is levied.

Table 1 below shows the present wheelage tax status of each of Minnesota’s 87 counties. **53 counties – shown in green – have approved the wheelage tax at \$10, \$15, or \$20.** The remaining 34 counties – shown in orange - do not levy the tax. That number includes 9 counties that once levied the tax but have discontinued it.

Source: Minnesota Department of Public Safety. <https://dps.mn.gov/divisions/dvs/Pages/Wheelage-Tax.aspx>

Note: The revenue estimation methodology for counties that levy the tax multiplies those counties tax rate by the 2018 taxable vehicle count. For counties that levy no wheelage tax, the revenue estimate is determined by multiplying those counties 2018 taxable vehicle count by the minimum \$10 wheelage tax. Vehicle counts are Actual 2018 figures (most recent year available), maintained by the Minnesota Department of Public Safety.

Key

	Adopted
	Not Adopted

Table 1: County Projected Estimated Revenue - Current Wheelage Tax OR \$10 for No-Tax Counties			
County	2018 Taxable Vehicle Counts	Current Tax 2020	Projected 2020 Est'd Revenue from Current Wheelage Tax (Counties in Green) OR \$10 for No-Tax Counties
Aitkin	16,697	\$0	\$166, 970
Anoka	307,477	\$0	\$3,074,770
Becker	33,763	\$0	\$337,630
Beltrami	36,200	\$0	\$362,000
Benton	34,215	\$20	\$684,300
Big Stone	6,078	\$10	\$60,780
Blue Earth	54,524	\$0	\$545,240
Brown	28,311	\$20	\$566,220
Carlton	32,579	\$15	\$488,685
Carver	79,724	\$20	\$1,594,480
Cass	27,597	\$0	\$275,970
Chippewa	13,246	\$0	\$132,460
Chisago	55,394	\$10	\$553,940

County	2018 Taxable Vehicle Counts	Current Tax 2020	Projected 2020 Est'd Revenue from Current Wheelage Tax (Counties in Green) OR \$10 for No-Tax Counties
Clay	49,064	\$10	\$490,640
Clearwater	9,767	\$0	\$97,670
Cook	5,600	\$0	\$56,000
Cottonwood	12,618	\$10	\$126,180
Crow Wing	63,382	\$0	\$633,820
Dakota	364,104	\$10	\$3,641,040
Dodge	20,720	\$20	\$414,400
Douglas	37,449	\$0	\$374,490
Faribault	16,356	\$10	\$163,560
Fillmore	23,468	\$20	\$469,360
Freeborn	29,514	\$10	\$295,140
Goodhue	48,691	\$10	\$486,910
Grant	7,988	\$0	\$79,880
Hennepin	932,437	\$20	\$18,648,740
Houston	19,738	\$10	\$197,380
Hubbard	20,216	\$0	\$202,160
Isanti	37,363	\$10	\$373,630
Itasca	42,577	\$10	\$425,770
Jackson	11,066	\$10	\$110,660
Kanabec	15,854	\$10	\$158,540
Kandiyohi	41,134	\$10	\$411,340
Kittson	5,589	\$0	\$55,890
Koochiching	12,903	\$0	\$129,030
Lac Qui Parle	8,197	\$10	\$81,970
Lake	10,319	\$0	\$103,190
Lake of the Woods	4,425	\$0	\$44,250

County	2018 Taxable Vehicle Counts	Current Tax 2020	Projected 2020 Est'd Revenue from Current Wheelage Tax (Counties in Green) OR \$10 for No-Tax Counties
Le Sueur	30,152	\$10	\$301,520
Lincoln	6,879	\$10	\$68,790
Lyon	24,833	\$10	\$248,330
Mahnomen	4,225	\$0	\$42,250
Marshall	11,864	\$10	\$118,640
Martin	15,162	\$10	\$151,620
McLeod	36,195	\$0	\$361,950
Meeker	23,452	\$0	\$234,520
Mille Lacs	30,936	\$10	\$309,360
Morrison	35,633	\$0	\$356,330
Mower	36,727	\$10	\$367,270
Murray	10,080	\$10	\$100,800
Nicollet	26,985	\$20	\$539,700
Nobles	21,212	\$10	\$212,120
Norman	7,948	\$10	\$79,480
Olmsted	126,078	\$10	\$1,260,780
Otter Tail	60,016	\$20	\$1,200,320
Pennington	13,930	\$10	\$139,300
Pine	28,978	\$0	\$289,780
Pipestone	10,449	\$15	\$156,735
Polk	31,188	\$0	\$311,880
Pope	11,813	\$20	\$236,260
Ramsey	406,399	\$20	\$8,127,980
Red Lake	4,995	\$0	\$49,950
Redwood	17,456	\$10	\$174,560
Renville	17,722	\$10	\$177,220
Rice	56,099	\$20	\$1,121,980

County	2018 Taxable Vehicle Counts	Current Tax 2020	Projected 2020 Est'd Revenue from Current Wheelage Tax (Counties in Green) OR \$10 for No-Tax Counties
Rock	9,993	\$10	\$99,930
Roseau	17,568	\$0	\$175,680
Scott	115,036	\$10	\$1,150,360
Sherburne	84,264	\$10	\$842,640
Sibley	16,185	\$10	\$161,850
St. Louis	171,177	\$0	\$1,711,770
Stearns	142,771	\$10	\$1,427,710
Steele	34,569	\$20	\$691,380
Stevens	9,480	\$0	\$94,800
Swift	10,748	\$10	\$107,480
Todd	24,655	\$0	\$246,550
Traverse	4,110	\$0	\$41,100
Wabasha	23,638	\$20	\$472,760
Wadena	15,582	\$0	\$155,820
Waseca	18,768	\$10	\$187,680
Washington	207,220	\$20	\$4,144,400
Watonwan	11,794	\$15	\$176,910
Wilkin	7,945	\$0	\$79,450
Winona	40,967	\$0	\$409,670
Wright	122,011	\$0	\$1,220,110
Yellow Medicine	11,848	\$0	\$118,480

THANK YOU

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North America



Transportation Local Option Sales Tax – Counties

Background

During the 2008 legislative session, the Transportation Alliance and other transportation funding advocates supported a Local Option Sales Tax to address the transportation funding needs of Minnesota counties. Language was adopted in the comprehensive transportation funding bill – Chapter 152 – authorizing Minnesota counties to adopt a local option sales tax, in addition to the statewide general sales tax rate of 6.5%.

The new law allowed the seven counties in the Twin Cities metropolitan area to impose a ¼-cent local sales tax for transit purposes. Five of the seven counties in the Metropolitan Area (Anoka, Dakota, Hennepin, Ramsey, and Washington) passed resolutions to establish a Metropolitan Transportation Area joint powers agreement, forming the County Transit Improvement Board (CTIB) and began levying this tax to fund transit projects. CTIB was dissolved in 2017, allowing counties in the Metro Area to use the same sales tax authority granted to counties in Greater Minnesota.

The 2008 legislation granted additional sales taxing authority to counties outside of those in the County Transit Improvement Board (CTIB) which allows a single county or group of counties acting under a joint powers agreement to impose a local sales tax of up to a half-cent and a \$20 excise tax on commercial sales of motor vehicles. (This report includes a separate analysis of the \$20 Excise Tax)

Sales of motor vehicles are subject to the state's Motor Vehicles Sales Tax, not the general sales tax, so sales of motor vehicles are not subject to a county approved local option sales tax dedicated to transportation.

Current Law Provisions - M.S. 297A.993

- Following a public hearing, a county or group of counties may impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.
- Language passed in 2019 clarifies that all counties – metro and Greater Minnesota – are now treated equally in terms of the amount that may be levied and the uses of the revenue. The new law also states that revenue may be used for more than one project or improvement and that after a public hearing, a county may dedicate the proceeds for a new project. The new law also allows counties to issue bonds for transportation purposes using local sales tax revenue to secure the bonds.
- Current law requires that the proceeds of a local option sales tax be dedicated exclusively to:
 - 1) Payment of the capital cost of a specific transportation project or improvement
 - 2) Payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement
 - 3) Payment of the capital costs of the Safe Routes to School program
 - 4) Payment of transit operating costs
- The transportation or transit project or improvement identified in the county board resolution must be specifically designated by the county board or boards. The project must serve a transportation purpose but the language does not specifically require the funding to be used for roadways or bridges. A building that served a transportation purpose, such as a maintenance facility, would qualify.

A political subdivision may impose a tax under this section starting only on the first day of a calendar quarter. A political subdivision may repeal a tax under this section stopping only on the last day of a calendar quarter.

(b) The political subdivision shall notify the commissioner of revenue at least 90 days before imposing, changing the rate of, or repealing a tax under this section.

(c) The political subdivision shall change the rate of tax imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

(d) The political subdivision shall apply the rate change for sales tax imposed under this section to purchases from printed catalogs, wherein the purchaser computed the tax based upon local tax rates published in the catalog, starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 120 days prior to the change.

Counties That Have Approved the Local Option Sales Tax

The following table shows the **45 Minnesota counties that adopted a local option sales tax**, the tax rate, and the total annual revenue estimated in 2019. (Actual revenues were reported through June, 2019. Annual estimate is based on doubling January through June actuals.) Source: Minnesota Department of Revenue. <https://www.revenue.state.mn.us/local-sales-and-use-tax-cy-2004-2019>

Table 2: Estimated 2019 Local Option Sales Tax (Transit Tax) Revenue Counties that Have Enacted the Tax						
County	Tax Rate	2019 Est'd Revenue		County	Tax Rate	2019 Est'd Revenue
Anoka	0.25%	11,093,500		Morrison	0.50%	1,621,556
Becker	0.50%	2,346,026		Mower	0.50%	1,843,408
Beltrami	0.50%	3,366,800		Nicollet	0.50%	1,438,946
Blue Earth	0.50%	6,172,322		Olmsted	0.50%	13,647,138
Brown	0.50%	1,678,862		Otter Tail	0.50%	3,295,976
Carlton	0.50%	1,809,628		Pine	0.50%	1,146,638
Carver	0.50%	8,419,378		Polk	0.25%	780,150
Cass	0.50%	1,573,026		Ramsey	0.50%	43,637,616
Chisago	0.50%	2,480,562		Redwood	0.50%	248,274
Cook	0.50%	683,284		Rice	0.50%	3,636,906
Crow Wing	0.50%	6,062,666		Scott	0.50%	9,814,258
Dakota	0.25%	16,758,530		Sherburne	0.50%	3,966,322
Dodge	0.50%	587,280		Stearns	0.25%	6,194,390
Douglas	0.50%	3,346,638		Steele	0.50%	2,950,342
Fillmore	0.50%	873,876		St. Louis	0.50%	14,515,596
Freeborn	0.50%	1,988,958		Todd	0.50%	797,740
Goodhue	0.50%	2,536,488		Wabasha	0.50%	924,686
Hennepin	0.50%	130,180,716		Wadena	0.50%	750,512
Hubbard	0.50%	1,132,474		Waseca	0.50%	222,512
Kandiyohi	0.50%	2,890,184		Washington	0.25%	9,779,392
Lake	0.50%	880,952		Winona	0.50%	3,043,594
Lyon	0.50%	1,887,014		Wright	0.50%	7,331,380
Mille Lacs	0.50%	1,274,286				

Estimated Revenue – New Budget Projection with COVID-19 Concerns

The unprecedented impact of the COVID-19 pandemic has added a great deal of uncertainty to any estimates of future sales tax revenue. Minnesota Management and Budget issued a [Budget Projection](#) – not a Budget Forecast – in May to try to account for the dramatic downturn in the economy with a great deal of caution about the revenue projections. With the new projection, the state’s \$1.5 billion surplus turned into a \$2.4 billion deficit. According to the Budget Projection, statewide general sales tax revenue in FY 2020-21 is now projected to be \$1.351 billion (11.2 percent) less than the prior forecast. We have lowered the estimate for each county’s sales tax by 10% from the 2019 estimate for 2020 in light of this update.

In 2019, 45 counties imposed a local sales tax. That means that 42 counties have not enacted the tax. The methodology applied to estimate the revenue potential for these 42 counties uses 2018 Sales and Use Tax data (most recent data available) collected by the Minnesota Department of Revenue. The estimate is derived by multiplying the reported tax revenues for that year (2018) by 0.5%. The revenue gain is what each county stands to generate by increasing their general statewide sales tax rate from the new general statewide sales tax rate of 6.875% by 0.5% (the hypothetical local option increase) to 7.375%.

Table 3 on the following pages shows an estimate for each county of the additional revenue that would be generated with the addition of a half-cent local option sales tax. (This table includes the 45 counties that have already enacted a local option sales tax, and an annualized estimate for the six counties whose tax becomes effective in 2019.) *Counties that have already enacted the local option sales tax for transportation are displayed in blue. Counties that do not currently levy the tax are displayed in orange.*

County	2018 Taxable Sales	2018 - Counties w/o current tax: 0.5% Increase in General Sales Tax Rate from Local Option (6.875% to 7.375%)	2019 – Actual for counties with tax; Estimate for counties w/o tax based on MMB statewide sales tax revenue projection 5% growth	2020 - Revenue Estimate w/ Covid-19 Recession (10% revenue reduction from 2019)
Aitkin	\$122,623,683	\$613,118	\$643,774	\$579,397
Anoka	\$3,413,391,235		\$11,093,500	\$9,984,150
Becker	\$351,940,782		\$2,346,026	\$2,111,424
Beltrami	\$581,554,414		\$3,366,800	\$3,030,120
Benton #	\$417,422,385		\$2,191,468	\$1,972,321
Big Stone	\$23,433,398	\$117,167	\$123,025	\$110,723
Blue Earth	\$1,009,997,122		\$6,172,322	\$5,555,090
Brown	\$256,972,787		\$1,678,862	\$1,510,976
Carlton	\$221,720,321		\$1,809,628	\$1,628,666
Carver	\$828,871,015		\$8,419,378	\$7,577,441
Cass	\$283,675,804		\$1,573,026	\$1,415,724
Chippewa	\$107,399,649	\$536,998	\$563,848	\$507,463
Chisago	\$292,472,694		\$2,480,562	\$2,232,506
Clay	\$421,453,869	\$587,280	\$616,644	\$554,980

**Table 3: Estimated Additional Revenue to Counties from Half-Cent Local Option Sales Tax
(Additional 0.5% Rate on 2018 Actual County Taxable Sales)**

County	2018 Taxable Sales	2018 - Counties w/o current tax: 0.5% Increase in General Sales Tax Rate from Local Option (6.875% to 7.375%)	2019 – Actual for counties with tax; Estimate for counties w/o tax based on MMB statewide sales tax revenue projection 5% growth over 2018	2020 - Revenue Estimate w/ Covid-19 Recession (10% revenue reduction from 2019)
Clearwater	\$40,460,701	\$202,304	\$212,419	\$191,177
Cook	\$127,886,463		\$683,284	\$614,956
Cottonwood	\$67,419,193	\$337,096	\$353,951	\$318,556
Crow Wing	\$1,066,736,257		\$6,062,666	\$5,456,400
Dakota	\$5,196,154,451		\$16,758,530	\$15,082,677
Dodge	\$104,289,863		\$587,280	528,552
Douglas	\$584,491,788		\$3,346,638	\$3,011,975
Faribault	\$68,181,529	\$340,908	\$357,953	\$322,158
Fillmore	\$174,163,241		\$873,876	\$786,489
Freeborn	\$291,231,680		\$1,988,958	\$1,790,063
Goodhue	\$384,163,929		\$2,536,488	\$2,282,840
Grant	\$34,994,707	\$174,974	\$183,722	\$165,350
Hennepin	\$24,554,801,203		\$130,180,716	\$117,162,645
Houston	\$75,776,724	\$378,884	\$397,828	\$358,045
Hubbard	\$175,732,136		\$1,132,474	\$1,019,226
Isanti #	\$416,753,365		\$2,187,955	\$1,969,159
Itasca	\$396,779,321	\$1,983,897	\$2,083,091	\$1,874,782
Jackson	\$67,885,457	\$339,427	\$356,399	\$320,759
Kanabec #	\$67,659,153		\$355,211	\$319,690
Kandiyohi	\$573,774,517		\$2,890,184	\$2,601,165
Kittson	\$25,428,437	\$127,142	\$133,499	\$120,149
Koochiching	\$108,939,177	\$544,696	\$571,931	\$514,738
Lac Qui Parle	\$27,322,218	\$136,611	\$143,442	\$129,097
Lake	\$110,583,222		\$880,952	\$792,856
Lake of the Woods	\$67,781,208	\$338,906	\$355,851	\$320,266
Le Sueur	\$147,556,200	\$737,781	\$774,670	\$697,203
Lincoln	\$35,300,584	\$176,503	\$185,328	\$166,795
Lyon *	\$323,175,170	\$1,887,014	\$1,981,365	\$1,783,228
Mahnomen	\$54,809,998	\$274,050	\$287,752	\$258,977
Marshall	\$46,362,447	\$231,812	\$243,403	\$219,063
Martin	\$176,200,273	\$881,001	\$925,051	\$832,546
McLeod #	\$369,559,785		\$1,940,189	\$1,746,170
Meeker	\$175,509,211	\$877,546	\$921,423	\$829,281

**Table 3: Estimated Additional Revenue to Counties from Half-Cent Local Option Sales Tax
(Additional 0.5% Rate on 2018 Actual County Taxable Sales)**

County	2018 Taxable Sales	2018 - Counties w/o current tax: 0.5% Increase in General Sales Tax Rate from Local Option (6.875% to 7.375%)	2019 – Actual for counties with tax; Estimate for counties w/o tax based on MMB statewide sales tax revenue projection 5% growth over 2018	2020 - Revenue Estimate w/ Covid-19 Recession (10% revenue reduction from 2019)
Mille Lacs	\$203,261,033		\$1,274,286	\$1,146,857
Morrison	\$222,151,445		\$1,621,556	\$1,621,556
Mower	\$242,506,185		\$1,843,408	\$1,659,067
Murray	\$41,403,241	\$207,016	\$217,367	\$195,630
Nicollet	\$188,373,622		\$1,438,946	\$1,295,051
Nobles	\$194,717,332	\$973,587	\$1,022,266	\$920,039
Norman	\$36,584,009	\$182,920	\$192,066	\$172,859
Olmsted	\$2,071,392,824		\$13,647,138	\$12,282,424
Otter Tail	\$718,029,647		\$3,295,976	\$2,966,379
Pennington	\$165,235,401	\$826,177	\$867,486	\$780,737
Pine	\$170,008,054		\$1,146,638	\$1,031,974
Pipestone	\$73,459,386	\$367,297	\$385,662	\$347,096
Polk	\$204,940,977		\$780,150	\$702,135
Pope	\$73,393,083	\$366,965	\$385,314	\$346,782
Ramsey	\$6,816,789,541		\$43,637,616	\$39,273,854
Red Lake	\$26,383,482	\$131,917	\$138,513	\$124,662
Redwood	\$134,310,668		\$248,274	\$223,446
Renville	\$68,584,479	\$342,922	\$360,069	\$324,062
Rice	\$488,230,108		\$3,636,906	\$3,273,215
Rock	\$50,242,256	\$251,211	\$263,772	\$237,395
Roseau	\$113,059,862	\$565,299	\$593,564	\$534,208
Scott	\$1,414,325,206		\$9,814,258	\$8,832,832
Sherburne	\$749,792,123		\$3,966,322	\$3,569,689
Sibley	\$50,935,981	\$254,680	\$267,414	\$240,673
St. Louis	\$2,471,678,184		\$14,515,596	\$13,064,036
Stearns	\$2,000,924,098		\$6,194,390	\$5,574,951
Steele	\$436,995,075		\$2,950,342	\$2,655,307
Stevens	\$99,036,179	\$495,181	\$519,940	\$467,946
Swift	\$70,182,031	\$350,910	\$368,456	\$331,610
Todd	\$84,559,095		\$797,740	\$717,9
Traverse	\$19,256,246	\$96,281	\$101,095	\$90,986

Table 3: Estimated Additional Revenue to Counties from Half-Cent Local Option Sales Tax (Additional 0.5% Rate on 2018 Actual County Taxable Sales)

County	2018 Taxable Sales	2018 - Counties w/o current tax: 0.5% Increase in General Sales Tax Rate from Local Option (6.875% to 7.375%)	2019 – Actual for counties with tax; Estimate for counties w/o tax based on MMB statewide sales tax revenue projection 5% growth over 2018	2020 - Revenue Estimate w/ Covid-19 Recession (10% revenue reduction from 2019)
Wabasha	\$110,321,996		\$924,686	\$832,217
Wadena	\$141,446,331		\$750,512	\$675,460
Waseca	\$103,508,160		\$222,512	\$200,260
Washington	\$2,581,954,364		\$9,779,392	\$8,801,452
Watsonwan	\$58,121,682	\$290,608	\$305,139	\$274,625
Wilkin	\$18,135,110	\$90,676	\$95,209	\$85,688
Winona	\$411,857,371		\$3,043,594	\$2,739,234
Wright	\$1,265,951,900		\$7,331,380	\$6,598,242
Yellow Medicine	\$46,323,736	\$231,619	\$243,200	\$218,880

KEY:

	Tax Enacted
	Tax Not Enacted

* Lyon County Tax repealed effective June 30, 2020. Revenue estimate based on 2019 actual revenues.

Benton, Isanti, Kanabec, and McLeod Counties tax effective in late 2019 or Jan 2020, revenue estimate based on half cent new revenue.

Source: Minnesota Department of Revenue, Tax Research Division, June 2020

Vehicle Excise Tax

Background

In addition to granting counties the authority to impose a dedicated local sales tax up to a half-cent, the 2008 legislation also granted counties taxing authority to impose a \$20 excise tax on commercial sales of motor vehicles. (See the more detailed background and current law provisions included in the discussion of the half-cent local option sales tax on page 10 which are also relevant here, since both the half-cent local option sales tax and the \$20/vehicle excise tax were contained in the same law.)

Sales of motor vehicles are subject to the state's Motor Vehicles Sales Tax, not the general sales tax, so sales of motor vehicles are not subject to a county approved local option sales tax dedicated to transportation.

In 2016-2017 a series of events led to the formal vote by members of the County Transportation Improvement Board (CTIB) to dissolve the board effective September, 2017. The Metro Area Transit tax authorized by the CTIB affecting the five metro area counties who had adopted it (Hennepin, Ramsey, Dakota, Washington, and Anoka) expired on September 30, 2017, and thereafter each county was authorized to levy its own vehicle excise tax beginning on October 1, 2017.

Table 4 below shows estimated revenues collected in 2019 for the \$20 local option vehicle excise tax. Actual revenues have been reported for January through June, 2019. The estimate for the entire calendar year is derived by doubling the 6- month actual revenues. Thirteen counties have enacted the \$20 vehicle excise tax.

Table 4: Local Option Vehicle Excise Tax				
County	2019 Est'd Revenue		County	2019 Est'd Revenue
Anoka	\$892,600		Kandiyohi	\$53,840
Beltrami	\$87,480		Otter Tail	\$225,280
Carver	\$51,280		Ramsey	\$1,244,480
Carlton	\$35,720		Scott	\$304,080
Dakota	\$1,357,840		St. Louis	\$417,960
Goodhue	72,360		Washington	\$429,240
Hennepin	\$2,592,520			
Source: Minnesota Department of Revenue Tax Research Division https://www.revenue.state.mn.us/local-sales-and-use-tax-cy-2004-2019				

Estimated Potential Revenue from a \$20/Vehicle Excise Tax, by County

The Minnesota Automobile Dealers Association reports that 214,247 cars and light trucks (vans, sport utility vehicles, and pick-up trucks) were sold in Minnesota in 2019. To estimate total sales for each county (the tax base), the 214,247 total sales are apportioned to each county that has not levied the tax based on their share of the total vehicle counts in 2018, which is the most recent year that data is available from the Minnesota Department of Public Safety. The estimated annual vehicle sales for each county are multiplied by a \$20 per vehicle tax. The 13 counties highlighted in green have enacted the tax, and their “estimated revenue” is the projected revenue based on actuals from 2018, shown in Table 4 on the proceeding page. [Note: These are estimates and are provided for planning purposes only.]

Table 5: Estimated Projected Potential Revenue from \$20/Vehicle Excise Tax, by County					
County	Estimated 2019 Car & Light Truck Sales	Estimated Annual Revenue from \$20/Vehicle Excise Tax	County	Estimated 2019 Car & Light Truck Sales	Estimated Annual Revenue from \$20/Vehicle Excise Tax
Aitkin	732	\$14,640	Martin	621	\$12,420
Anoka	--	\$892,600	McLeod	1,593	\$31,860
Becker	1,474	\$29,480	Meeker	1,015	\$20,300
Beltrami	--	\$87,480	Mille Lacs	1,354	\$27,080
Benton	1,498	\$29,960	Morrison	1,553	\$31,060
Big Stone	255	\$5,100	Mower	1,617	\$32,340
Blue Earth	2,357	\$47,140	Murray	417	\$8,340
Brown	1,194	\$23,880	Nicollet	1,201	\$24,020
Carlton	--	\$35,720	Nobles	918	\$18,360
Carver	--	\$51,280	Norman	320	\$6,400

Table 5: Estimated Projected Potential Revenue from \$20/Vehicle Excise Tax, by County

County	Estimated 2019 Car & Light Truck Sales	Estimated Annual Revenue from \$20/Vehicle Excise Tax	County	Estimated 2019 Car & Light Truck Sales	Estimated Annual Revenue from \$20/Vehicle Excise Tax
Cass	1,225	\$24,500	Olmsted	5,741	\$114,820
Chippewa	551	\$11,020	Otter Tail	--	\$225,280
Chisago	2,479	\$49,580	Pennington	607	\$12,140
Clay	2,186	\$43,720	Pine	1,274	\$25,480
Clearwater	410	\$8,200	Pipestone	444	\$8,880
Cook	249	\$4,980	Polk	1,311	\$26,220
Cottonwood	529	\$10,580	Pope	506	\$10,120
Crow Wing	2,839	\$56,780	Ramsey	--	\$1,244,480
Dakota	--	\$1,357,840	Red Lake	207	\$4,140
Dodge	896	\$17,920	Redwood	725	\$14,500
Douglas	1,635	\$32,700	Renville	714	\$14,280
Faribault	686	\$13,720	Rice	2,459	\$49,180
Fillmore	1,004	\$20,080	Rock	427	\$8,540
Freeborn	1,292	\$25,840	Roseau	755	\$15,100
Goodhue	--	\$72,360	Scott	--	\$304,080
Grant	323	\$6,460	Sherburne	3,737	\$74,740
Hennepin	--	\$2,592,520	Sibley	681	\$13,620
Houston	863	\$17,260	St. Louis	--	\$417,960
Hubbard	900	\$18,000	Stearns	6,317	\$126,340
Isanti	1,665	\$33,300	Steele	1,527	\$30,540
Itasca	1,900	\$38,000	Stevens	388	\$7,760
Jackson	467	\$9,340	Swift	462	\$9,240
Kanabec	700	\$14,000	Todd	1,076	\$21,520
Kandiyohi	--	\$53,840	Traverse	159	\$3,180
Kittson	226	\$4,520	Wabasha	1,026	\$20,520
Koochiching	568	\$11,360	Wadena	668	\$13,360
Lac Qui Parle	340	\$6,800	Waseca	815	\$16,300
Lake	478	\$9,560	Washington	--	\$429,240
Lake of the Woods	199	\$3,980	Watsonwan	500	\$10,000
Le Sueur	1,298	\$25,960	Wilkin	319	\$6,380
Lincoln	283	\$5,660	Winona	1,838	\$36,760
Lyon	1,064	\$21,280	Wright	5,408	\$108,160
Mahnomen	179	\$3,580	Yellow Medicine	488	\$9,760
Marshall	469	\$9,380			

• For the 2018 vehicle sales totals: Minnesota Automobile Dealers Association, News (Newsletter) February 2020.
[http://www.mada.org/userfiles/files/2020_02feb_MADA_web\(890\).pdf](http://www.mada.org/userfiles/files/2020_02feb_MADA_web(890).pdf).

Aggregate Tax

Background

The aggregate material tax or “gravel tax” is a production tax on the removal of aggregate material (sand, silica sand, gravel, crushed rock, granite, and limestone) weighed and measured after extraction. Aggregate material also includes borrow (particles of gravel, sand, crushed quarry, gravel or stone) that is transported on a public road, street, or highway. The tax is collected and administered at the county level, and its proceeds (net of collection costs) must be used for transportation purposes and restoration of mine sites.

The Department of Revenue reports that 36 counties collected the tax in 2019. Special laws also authorize a few towns in St. Louis and Ottertail counties to impose aggregate taxes, as long as their host county does not impose the tax. The table on the following page lists the revenue generated from the Aggregate Tax for each of the 31 counties.

Current Law Provisions

State law sets the rate of the tax at 21.5 cents per cubic yard or 15 cents per ton. Counties do not have discretion to set a lower rate. Counties must conduct a public hearing prior to imposing the tax.

The taxes are deposited into the county treasury and must be spent as follows:

- The county auditor may retain up to 5 percent of the total revenue as an administrative fee for administering the tax.
- 42.5 percent must be added to the county road and bridge fund for expenditure in maintenance, construction, and reconstruction of roads, highways, and bridges
- 42.5 percent must be deposited in the general fund of the city or town in which the mine is located, or to the county where the mine is located in an unorganized town, to be expended for maintenance, construction, and reconstruction of roads, highways, and bridges
- 15 percent must be put into a special reserve fund that is established for expenditures made related to the restoration of abandoned pits, quarries, or deposits located within the county.

Table 6 shows 2019 actual revenues of the 36 counties that currently impose the local option county aggregate materials tax.

Table 6: 2019 County Aggregate Tax				
County	Net Tax Revenue (After 5% Admin Fee)	Distribution		
		County (42.5%)	City/Town (42.5%)	Reserve Fund (15%)
Becker	\$290,120	\$123,301	\$123,301	\$43,518
Benton	\$106,760	\$45,373	\$45,373	\$16,014
Big Stone	\$126,444	\$54,755	\$52,988	\$18,701
Carver	\$123,777	\$52,605	\$52,605	\$18,567
Chisago	\$221,758	\$94,247	\$94,247	\$33,264
Clay	\$322,643	\$137,123	\$137,123	\$48,396
Cottonwood	\$108,135	\$45,957	\$45,957	\$16,220
Dakota	\$1,267,252	\$511,653	\$511,653	\$180,583
Freeborn	\$109,650	\$46,601	\$46,601	\$16,448

Table 6: 2019 County Aggregate Tax (cont'd)

County	Net Tax Revenue (After 5% Admin Fee)	Distribution		
		County (~42.5%)	City/Town (~42.5%)	Reserve Fund (~15%)
Goodhue	\$146,183	\$62,585	\$61,718	\$21,879
Hennepin	\$195,602	\$83,131	\$83,131	\$29,340
Kanabec	\$117,947	\$50,127	\$50,127	\$17,692
Kandiyohi	\$150,310	\$63,882	\$63,882	\$22,547
Kittson	\$23,561	\$10,013	\$10,013	\$3,534
Le Sueur	\$467,029	\$198,487	\$198,487	\$70,054
Marshall	\$28,524	\$12,123	\$12,123	\$4,279
Meeker	\$64,130	\$27,255	\$27,255	\$9,620
Mille Lacs	\$108,894	\$46,280	\$46,280	\$16,334
Nicollet	\$113,500	\$48,238	\$48,238	\$17,025
Norman	\$63,145	\$26,837	\$26,837	\$9,472
Pennington	\$45,597	\$19,379	\$19,379	\$6,840
Pipestone	\$46,188	\$19,776	\$19,522	\$6,890
Polk	\$175,323	\$74,512	\$74,512	\$26,298
Ramsey	\$53,171	\$22,598	\$22,598	\$7,976
Red Lake	\$13,192	\$5,607	\$5,607	\$1,979
Rice	\$96,186	\$40,879	\$40,879	\$14,428
Rock	\$139,055	\$59,098	\$59,098	\$20,858
Scott	\$252,549	\$107,333	\$107,333	\$37,882
Sherburne	\$449,651	\$191,102	\$191,102	\$67,448
Sibley	\$90,126	\$38,304	\$38,304	\$13,519
Stearns	\$578,213	\$245,741	\$245,741	\$86,732
Steele	\$108,555	\$46,136	\$46,136	\$16,283
Wabasha	\$158,757	\$67,472	\$67,472	\$23,814
Washington	\$417,753	\$177,545	\$177,545	\$62,663
Wilkin	\$8,589	\$3,650	\$3,650	\$1,288
Wright	\$266,237	\$113,151	\$113,151	\$39,936

Source: Minnesota Department of Revenue

[http://www.revenue.state.mn.us/local_gov/prop_tax_admin/data_reporting/Aggregate Tax Information.pdf](http://www.revenue.state.mn.us/local_gov/prop_tax_admin/data_reporting/Aggregate_Tax_Information.pdf)

Special Law Local Option Sales Tax

Before a political subdivision seeks special legislation authorizing the imposition of the sales tax, its governing body must pass a resolution indicating its desire to impose the tax. The resolution must include information on the proposed tax rate, the amount of revenue to be raised and its intended use, and the anticipated date when the tax will expire. Information from the resolution is used in preparing the necessary special legislation.

Political subdivisions must hold a local referendum at a general election before imposing a local sales tax authorized by special law. Over the years, the timing of the referendum—whether it should be held before or after the enabling legislation had passed has changed. Currently the sales tax must be authorized by the legislature before the voters can approve its imposition. (Minn. Stat. § 297A.99, subd. 3)

To facilitate state administration of local taxes, the imposition of a tax may only begin on the first day of a calendar quarter. Repeal of a local tax is only effective at the end of a calendar quarter. A local taxing jurisdiction must give the Department of Revenue at least 90 days' notice before a tax is imposed or repealed. The tax is effective after the commissioner has given sellers located in the area at least 60 days' notice and will apply to catalog or remote sales only after the commissioner has given these sellers 120 days' notice. The practical effect is that there may be a delay in the imposition of a local tax on remote sales if the local government does not provide at least a 120-day advance notice to the state. (Minn. Stat. § 297A.99, subd. 12)

In order to impose a local sales tax, a political subdivision must obtain enactment of a special law authorizing it to do so by taking the following steps (in the order listed):

- 1) The governing body of a local government must pass a resolution proposing the tax and including the following:
 - a. the proposed tax rate;
 - b. a detailed description of no more than five capital projects to be funded by the tax;
 - c. documentation of the regional significance of each project including the benefits to nonlocal persons and businesses;
 - d. the amount of revenue to be raised for each project and the estimated time to raise that amount; and
 - e. the total revenue to be raised and anticipated expiration date for the tax.
- 2) The local government must submit the resolution and documentation on regional significance of the project(s) to the chair and ranking minority member of the House and Senate tax committees by January 31 of the year that it is seeking the special law.
- 3) Working with a legislator, the local government must request and get enacted a special law authorizing imposition of the tax.

4) The local government must file local approval with the secretary of state before the start of the next regular legislative session after the session in which the enabling law is enacted.

5) The local government must receive voter approval at a general election within two years of receiving the local sales tax authority before it can impose the tax. A separate question must be held for each project and only the ones approved by voters may be funded by the sales tax. The authorized revenue to be raised and length of time that the tax is imposed is reduced for any project that is not approved by the voters.

6) The local government must pass an ordinance imposing the tax and notify the Commissioner of Revenue at least 90 days before the first day of the calendar quarter on which the tax is to be imposed.

Notwithstanding the requirement that sales tax revenues only fund the projects explicitly specified in the enabling legislation, cities of the first class (Minneapolis, St. Paul, Duluth, and Rochester) may also use the revenues to fund certain large capital projects of regional significance without additional voter approval.

In 2019 changes were made as lawmakers, seeking to rein in the use of local sales taxes in Minnesota, provided new requirements for cities. Cities cannot use the money for more than five infrastructure projects. They need to give the Legislature more detail about how the money would be used and document the projects' broader significance to the region. City leaders also have to come to the Legislature first for approval of a tax plan before taking the idea to voters — reversing the previous order.

In 2020, additional cities were seeking authorization to levy a local sales tax, but a tax bill was not passed through the House and Senate at the time the regular session ended on May 18th.

While sales taxes levied under special law can be used for any type of project, some cities made the decision to use this revenue to fund transportation projects.

The Legislature authorized these cities to impose a local sales tax in 2019:

City	Tax Rate	Year Imposed
Avon	0.50%	2019
Blue Earth (city)	0.50%	2019
Cambridge	0.50%	2019
Detroit Lakes	0.50%	2019
Elk River	0.50%	2019
Excelsior	0.50%	2019
International Falls	0.50%	2019
Rogers	0.50%	2019

**Table 2. City General Sales & Use Taxes Total Collections
CY 2015-2018**

City	Tax Rate	Year Imposed	2015	2016	2017	2018
Albert Lea	0.50%	2006	\$ 1,505,821	\$ 1,471,058	\$ 1,465,994	\$ 1,526,457
Austin	0.50%	2007	1,676,696	1,561,724	944,408	1,494,791
Baxter	0.50%	2006	2,332,767	2,421,617	2,533,674	2,572,469
Bemidji	0.50%	2006	2,310,735	2,385,137	2,418,443	2,473,903
Brainerd	0.50%	2007	902,105	977,263	983,842	987,950
Clearwater	0.50%	2008	222,713	229,316	236,923	231,605
Cloquet	0.50%	2013	1,025,314	972,944	992,355	946,332
Duluth	1.00%	1970	14,713,316	14,582,992	14,506,564	15,139,729
East Grand Forks	1.00%	2018	-	-	-	831,794
Fairmont	0.50%	2017	-	-	111,444	737,304
Fergus Falls	0.50%	2012-2016*	1,271,971	1,290,648	150,112	1,191,244
Hermantown	0.50%/1.00%	2000/2013	2,742,273	3,023,197	2,965,284	3,032,741
Hutchinson	0.50%	2012	1,448,877	1,359,565	1,460,758	1,496,046
Lanesboro	0.50%	2012	60,247	60,541	58,735	56,545
Mankato	0.50%	1992	5,528,901	5,310,929	5,278,358	5,470,229
Marshall	0.50%	2013	1,497,721	1,491,442	1,420,915	1,448,495
Medford	0.50%	2013	148,804	182,890	174,459	146,504
Minneapolis	0.50%	1987	36,376,863	37,624,600	38,296,757	40,343,766
Moose Lake	0.50%	2017	-	-	30,691	227,643
New London	0.50%	2017	-	-	13,625	101,475
New Ulm	0.50%	2001	1,215,202	1,183,318	1,179,289	1,169,691
North Mankato	0.50%	2008	704,161	636,326	640,969	661,719
Proctor	0.50%/1.00%	2000/2017	213,021	221,689	236,354	489,792
Rochester	0.50%/0.75%	1993/2016	11,675,132	16,930,492	17,890,877	18,722,256
Spicer	0.50%	2017	-	-	24,866	173,188
St. Cloud Area	0.50%	2003	10,033,984	10,633,803	10,585,794	10,699,467
St. Paul	0.50%	1993	18,558,003	19,056,604	19,333,872	19,525,456
Two Harbors	0.50%	1999	301,742	333,460	292,929	339,174
Walker	1.50%	2018	-	-	-	692,201
Willmar	0.50%	2006-2012*	(145,935)	1,095	(5,864)	312
Worthington	0.50%	2009	885,016	905,617	1,530,574	836,619
Total			\$117,205,450	\$124,848,267	\$125,753,001	\$133,766,897

City of Duluth



In Duluth, voters approved an increase in already existing local sales tax of ½ cent, raising it to 1 penny effective October 1, 2019.

The increase is expected to raise \$7.5 million a year for road projects.

About 17 miles of Duluth streets will be remade in 2020 after fewer than 3 miles were repaired by the city in 2019.

More than half of Duluth's 450 miles of streets are rated in poor condition, and more than a half-billion dollars of work is needed.

Voters approved the half-percent sales tax increase by a wide margin in 2017, but the Legislature didn't implement it until 2019. The sales tax in city limits is now 8.875%, tying the city of Walker as having the highest rates in Minnesota.

For the first year of sales tax-backed repairs, the city "focused on maximizing the amount of mileage that could be fixed ... along with geographic equity to make sure there were projects in all areas," according to the 2020 project plan.

West St. Paul

West St. Paul soon will be the first Dakota County city to have a local option sales tax.

The city council as expected has adopted a half-cent sales tax that is estimated to generate \$28 million over the next 20 years for funding future road projects. It goes into effect Jan. 1, 2020.

Cash-strapped because of \$21.6 million in debt to redo South Robert Street, West St. Paul city staff began looking at ways to pay for other road projects. The bill's language allows the city to use the added revenue for reconstruct or repair "critical roadway infrastructure," City Manager Ryan Schroeder explained. "We see that as county roads, (municipal state-aid) roads and non-MSA roads that are collectors."

Schroeder said the new tax will allow the city to "pay as you go" for future road projects until about 2034, when most of the city's existing road debt is scheduled to be paid off.



The Minnesota Transportation Alliance

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St. Paul, MN 55103

651-659-0804

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Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: JON STEINER, ENV. SVS. ADMIN.
MEETING DATE: July 7, 2020
AGENDA ITEM: 2020 Polk County Haulers License

SUMMARY:

1. Polk County Solid Waste Ordinance requires a waste haulers license to (1) collect waste from a Polk County resident or business for monetary consideration, or (2) to collect waste from a non-Polk County resident or business and deliver that material to a Polk County facility.
2. Polk County also requires a Waste Haulers License to haul Asbestos or Contaminated Soils.
3. Polk County licensed 24 Waste Haulers in 2020. Others haulers who only provide service as part of a larger projects did not apply immediately, but need to apply for a Haulers License to undertake those types of projects.
4. R J Zavoral & Sons Inc of EGF, MN is applying for a 2020 Haulers License to undertake an Asbestos project.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. ACTION ITEM. Approval of the 2020 Polk County Haulers License application for R J Zavoral & Sons of EGF, MN.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: JON STEINER, ENV. SVS. ADMIN.
MEETING DATE: July 7, 2020
AGENDA ITEM: CY 2021 Solid Waste Fee Assessment Schedule

SUMMARY:

1. Polk County uses a Solid Waste Fee to fund solid waste programs for Polk County residents and businesses.
2. This Solid Waste Fee is a special assessment that appears on the Tax Statement.
3. The Solid Waste Fee is a flat fee for residential properties and a volume-based fee for non-residential properties. Non-residential assessments are determined by where they fit in the approved Fee Assessment Schedule.
4. Non-residential Solid Waste Fees are based on hauler-reported volumes which are required to be submitted to the County each year as part of their license to operate in Polk County. The volume reported for the previous year is used to determine the current year assessment. The Non-residential Assessment makes up <40% of the total revenue derived from the Assessment annually.
5. Residential and various derivatives of the Residential Assessment (2nd Residential, Multiple Residential, etc.) are flat fees which do not increase with waste volume increases. The Residential Assessments make up >60% of the total revenue derived from the Assessment annually.
6. Adjustment to the Assessment generally coincides with changes in Tip Fees, or significant increases in costs for hauling, material processing or after long periods of time when inflation necessitates adjustment.
7. Over the last few years, and expected to continue in CY 2020 and CY 2021, tip fees, taxes, labor costs and required service increases will require adjustment to the SW Fee Assessment for CY 2021.
8. This is a continuation of discussions with the County Board from 6/16/20 and 6/23/20. The only item requested by the Board prior to taking action was additional revenue projections at alternative residential fee rates. Those alternatives are enclosed for Board consideration.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Action: Approve CY 2021 Solid Waste Fee Assessment schedule (*attached Schedule of Assessment table*).

CY 2021 SOLID WASTE FEE ASSESSMENT SCHEDULE OF ASSESSMENT

ASSESSMENT TYPE		ASSESSMENT
COMMON NAME	CODE	AMOUNT
RESIDENTIAL	S-611010-20	\$150
MULTI-RESIDENTIAL	S-611020-20	\$150
2ND RESIDENTIAL	S-612010A-20	\$100
DISABLED	S-613010-20	\$100
MULTI-DISABLED	S-613020-20	\$100
RESIDENTIAL MH	S-611010-20MH	\$150
MINIMUM - SWC-001	S-SWCD010-20	\$180
SWC-002	S-SWCD020-20	\$400
SWC-003	S-SWCD030-20	\$800
SWC-004	S-SWCD040-20	\$1,200
SWC-005	S-SWCD050-20	\$1,700
SWC-006	S-SWCD060-20	\$2,200
SWC-007	S-SWCD070-20	\$2,800
SWC-008	S-SWCD080-20	\$3,300
SWC-009	S-SWCD090-20	\$4,200
SWC-010	S-SWCD100-20	\$4,800
SWC-011	S-SWCD110-20	\$5,500
SWC-012	S-SWCD120-20	\$6,300
SWC-013	S-SWCD130-20	\$7,200
SWC-014	S-SWCD140-20	\$8,000
SWC-015	S-SWCD150-20	\$9,000
SWC-016	S-SWCD160-20	\$10,400
SWC-017	S-SWCD170-20	\$11,800
SWC-018	S-SWCD180-20	\$13,200
SWC-019	S-SWCD190-20	\$14,600
SWC-020	S-SWCD200-20	\$16,500
SWC-021	S-SWCD210-20	\$19,000
SWC-022	S-SWCD220-20	\$22,000
SWC-023	S-SWCD230-20	\$24,500
SWC-024	S-SWCD240-20	\$27,000
SWC-025	S-SWCD250-20	\$29,800
MAXIMUM - SWC-026	S-SWCD260-20	\$33,000

PROPOSED CY2021 SOLID WASTE ASSESSMENT

Revenue Projections @ Various Residential Assessment Amounts

RESIDENTIAL DETAIL		CY 2020 - Current @ \$120		CY 2021 @ \$130		CY 2021 @ \$140		CY 2021 @ \$150		CY 2021 @ \$160		COMPARE CY2020 vs Recommended CY2021		
SW Fee Codes	# of Asmts	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Net Change	Asmt Change	% Change
S-611010-20	8858	\$120	\$1,062,960	\$130	\$1,151,540	\$140	\$1,240,120	\$150	\$1,328,700	\$160	\$1,417,280	\$265,740	\$30	25.00%
S-611020-20	1344	\$120	\$161,320	\$130	\$174,720	\$140	\$188,160	\$150	\$201,600	\$160	\$215,040	\$40,280	\$30	25.00%
S-612010A-20	139	\$80	\$11,120	\$90	\$12,510	\$100	\$13,900	\$100	\$13,900	\$100	\$13,900	\$2,780	\$20	25.00%
S-613010-20	97	\$80	\$7,760	\$90	\$8,730	\$100	\$9,700	\$100	\$9,700	\$100	\$9,700	\$1,940	\$20	25.00%
S-613020-20	474	\$80	\$37,900	\$90	\$42,660	\$100	\$47,400	\$100	\$47,400	\$100	\$47,400	\$9,500	\$20	25.00%
S-611010-20MH	25	\$120	\$3,000	\$130	\$3,250	\$140	\$3,500	\$150	\$3,750	\$160	\$4,000	\$750	\$30	25.00%
Subtotal - Res	10937	\$1,284,060		\$1,393,410		\$1,502,780		\$1,605,050		\$1,707,320		\$320,990		
Total Res Increase				Increase = \$109,350		Increase = \$218,720		Increase = \$320,990		Increase = \$423,260				
Increase in Residential Rate (from \$120)				% Increase = 8%		% Increase = 17%		% Increase = 25%		% Increase = 33%				
Increase in Disabled Res Rate (from \$80)				% Increase = 13%		% Increase = 25%		% Increase = 25%		% Increase = 25%				
Revenue Increase (from CY2020)				% Increase = 9%		% Increase = 17%		% Increase = 25%		% Increase = 33%				

NON-RESIDENTIAL DETAIL		CY 2020		CY 2021		CY 2021		CY 2021		CY 2021		COMPARE CY2020 vs CY2021		
SW Fee Codes	# of Asmts	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Asmt	Total Billed	Net Change	Asmt Change	% Change
S-SWCD010-20	461	\$120	\$55,320	\$180	\$82,980	\$180	\$82,980	\$180	\$82,980	\$180	\$82,980	\$27,660	\$60	50.00%
S-SWCD020-20	101	\$350	\$35,350	\$400	\$40,400	\$400	\$40,400	\$400	\$40,400	\$400	\$40,400	\$5,050	\$50	14.29%
S-SWCD030-20	74	\$700	\$51,800	\$800	\$59,200	\$800	\$59,200	\$800	\$59,200	\$800	\$59,200	\$7,400	\$100	14.29%
S-SWCD040-20	60	\$1,000	\$60,000	\$1,200	\$72,000	\$1,200	\$72,000	\$1,200	\$72,000	\$1,200	\$72,000	\$12,000	\$200	20.00%
S-SWCD050-20	39	\$1,500	\$58,500	\$1,700	\$66,300	\$1,700	\$66,300	\$1,700	\$66,300	\$1,700	\$66,300	\$7,800	\$200	13.33%
S-SWCD060-20	15	\$2,000	\$30,000	\$2,200	\$33,000	\$2,200	\$33,000	\$2,200	\$33,000	\$2,200	\$33,000	\$3,000	\$200	10.00%
S-SWCD070-20	1	\$2,500	\$2,500	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$300	\$300	12.00%
S-SWCD080-20	18	\$3,000	\$54,000	\$3,300	\$59,400	\$3,300	\$59,400	\$3,300	\$59,400	\$3,300	\$59,400	\$5,400	\$300	10.00%
S-SWCD090-20	6	\$3,600	\$21,600	\$4,200	\$25,200	\$4,200	\$25,200	\$4,200	\$25,200	\$4,200	\$25,200	\$3,600	\$600	16.67%
S-SWCD100-20	0	\$4,300	\$0	\$4,800	\$0	\$4,800	\$0	\$4,800	\$0	\$4,800	\$0	\$500		11.63%
S-SWCD110-20	3	\$5,000	\$15,000	\$5,500	\$16,500	\$5,500	\$16,500	\$5,500	\$16,500	\$5,500	\$16,500	\$1,500	\$500	10.00%
S-SWCD120-20	4	\$5,700	\$22,800	\$6,300	\$25,200	\$6,300	\$25,200	\$6,300	\$25,200	\$6,300	\$25,200	\$2,400	\$600	10.53%
S-SWCD130-20	3	\$6,500	\$19,500	\$7,200	\$21,600	\$7,200	\$21,600	\$7,200	\$21,600	\$7,200	\$21,600	\$2,100	\$700	10.77%
S-SWCD140-20	3	\$7,200	\$21,600	\$8,000	\$24,000	\$8,000	\$24,000	\$8,000	\$24,000	\$8,000	\$24,000	\$2,400	\$800	11.11%
S-SWCD150-20	4	\$8,200	\$32,800	\$9,000	\$36,000	\$9,000	\$36,000	\$9,000	\$36,000	\$9,000	\$36,000	\$3,200	\$800	9.76%
S-SWCD160-20	2	\$9,400	\$18,800	\$10,400	\$20,800	\$10,400	\$20,800	\$10,400	\$20,800	\$10,400	\$20,800	\$2,000	\$1,000	10.64%
S-SWCD170-20	0	\$10,500	\$0	\$11,800	\$0	\$11,800	\$0	\$11,800	\$0	\$11,800	\$0	\$1,300		12.38%
S-SWCD180-20	1	\$12,000	\$12,000	\$13,200	\$13,200	\$13,200	\$13,200	\$13,200	\$13,200	\$13,200	\$13,200	\$1,200	\$1,200	10.00%
S-SWCD190-20	2	\$13,500	\$27,000	\$14,600	\$29,200	\$14,600	\$29,200	\$14,600	\$29,200	\$14,600	\$29,200	\$2,200	\$1,100	8.15%
S-SWCD200-20	2	\$15,000	\$30,000	\$16,500	\$33,000	\$16,500	\$33,000	\$16,500	\$33,000	\$16,500	\$33,000	\$3,000	\$1,500	10.00%
S-SWCD210-20	0	\$17,500	\$0	\$19,000	\$0	\$19,000	\$0	\$19,000	\$0	\$19,000	\$0	\$1,500		8.57%
S-SWCD220-20	0	\$20,000	\$0	\$22,000	\$0	\$22,000	\$0	\$22,000	\$0	\$22,000	\$0	\$2,000		10.00%
S-SWCD230-20	0	\$22,500	\$0	\$24,500	\$0	\$24,500	\$0	\$24,500	\$0	\$24,500	\$0	\$2,000		8.89%
S-SWCD240-20	0	\$25,000	\$0	\$27,000	\$0	\$27,000	\$0	\$27,000	\$0	\$27,000	\$0	\$2,000		8.00%
S-SWCD250-20	1	\$27,500	\$27,500	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$2,300	\$2,300	8.36%
S-SWCD260-20	1	\$30,000	\$30,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$3,000	\$3,000	10.00%
Subtotal - Non	801	\$626,070		\$723,580		\$723,580		\$723,580		\$723,580		\$97,510		
GRAND TOTAL	11738	\$1,910,130		\$2,116,990		\$2,226,360		\$2,328,630		\$2,430,900		\$418,500		
Total Res & Non-res Increase				Increase = \$206,860		Increase = \$316,230		Increase = \$418,500		Increase = \$520,770				
Revenue Increase (from CY2020)				Increase = 11%		Increase = 17%		Increase = 22%		Increase = 27%				



POLK COUNTY SOCIAL SERVICES

612 North Broadway, Room 302, Crookston, MN 56716-1452

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www.co.polk.mn.us

TO: Polk County Board of Commissioners

FROM: Karen Warmack, Director

MEETING DATE: July 7, 2020

AGENDA ITEM: Contract with Department of Employment and Economic Development (DEED)

SUMMARY:

DEED made some language changes to Joint Powers Agreement contract effective January 1, 2020 through December 31, 2020. I am requesting board approval of the language changes. The allocation remains as earlier approved by the Board in the amount not to exceed \$679,633. The funds will be provided to implement the Minnesota Family Investment Program (MFIP) Employment Services and the Diversionary Work Program (DWP).

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Approval of the language changes in the contract with Department of Employment and Economic Development in the amount not to exceed \$679,633 for the MFIP/DWP program. The contract period is effective through December 31, 2020.

Amendment #1 to Joint Powers Agreement, Contract Number 64790

Contract Start Date:	<u>1/1/2020</u>	Total Contract Amount:	<u>\$ 679,633</u>
Original Contract Expiration Date:	<u>12/31/2020</u>	Original Contract:	<u>\$ 679,633</u>
Current Contract Expiration Date:	<u>12/31/2020</u>	Previous Amendment(s) Total:	<u>\$ N/A</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ N/A</u>

**First Amended and Restated
State of Minnesota
Joint Powers Agreement**

THIS AGREEMENT, by and between **POLK COUNTY BOARD OF COMMISSIONERS**, 410 5TH St., Suite 100, Hallock, Minnesota 56762, herein after referred to as “Agency” and the State of Minnesota acting through its Commissioner of the Department of Employment and Economic Development (DEED) as delivered by Job Services at the CareerForce location in Crookston, 2015 Sahlstrom Drive, Suite 5, Minnesota 56716, hereinafter referred to as the “Provider” or “State”.

RECITALS:

This First Amended and Restate Agreement amends and restates the Joint Powers Agreement dated January 1, 2020 (“Original Contract”), entered into by and between Polk County Board of Commissioners and the Minnesota Department of Employment and Economic Development, for employment and training services. The State and the Agency are willing to amend the Original Contract as stated below.

Whereas, the State of Minnesota is empowered to enter into this agreement under Minnesota Statute § 471.59, subdivision 10; and

Whereas, funds have been made available to the Agency for the purpose of providing MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) and DIVERSIONARY WORK PROGRAM (DWP) Employment and Training Services (BRASS 237X) under Minnesota Statute 256J.50 and PL 104-193; and

Whereas, the Provider meets the provisions of state and/or federal standards for providing MFIP/DWP Case Management, Job Search, and Employment and Training services; and

Whereas, the Agency wishes to purchase MFIP/DWP Employment and Training services from the Provider.

The Provider and the Agency agrees as follows:

1. Provider Duties/Obligations

The Provider agrees to furnish the following services:

MFIP/DWP Program:	Orientation
	Employability Services Overview
	Assessment
	Individual Plan
	Job Readiness
	Job Placement
	On The Job Training
	Coordination/Referral
	Community Work Experience Program
	Diversionary Work Services
	Universal Client Program
	Family Stabilization Services

Provider will be flexible in scheduling meetings with employed program participants so that their work schedules are respected.

To approve a post-secondary plan as an eligible work activity, documentation must be available that meets the criteria in law (see ES Manual 3.12.31 and 3.12.32).

Participants may request to receive continued ES services from the Provider after MFIP/DWP ends under the following circumstances:

- Participant has achieved the employment goal
- Participant has reached their 60-month lifetime MFIP eligibility

Determination of eligibility shall be completed in accordance with procedures in the Department of Human Services (DHS) Combined Manual.

- A. Any change in eligibility will initiate a notice by either Agency or the Provider within 14 days to the other party.
- B. Eligibility categories: MFIP/DWP registrants are defined as persons who have applied for MFIP/DWP services and payments, and who have been determined eligible by Agency for those services and payments.

Provider will be responsible for reporting of MFIP/DWP services as required using Workforce One.

For further details see Exhibit A, which is attached and incorporated into this agreement.

2. Term of Agreement

- A. The effective date: January 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- B. The expiration date: December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

3. Provision of Training and Education Services, Definition of Participant, Monthly Review of Expenditures, and Service Locations

- A. For training and education there is an expectation that a screening will occur at the CareerForce location to determine the MFIP/DWP participant's ability to successfully participate in education and training. Education and training appointments are to be pursued when the case manager team determines necessary for the MFIP/DWP participant to become self-sufficient.
- B. MFIP/DWP participants whose cases are closed or exempt more than 30 days and subsequently reopened and re-referred will be considered new participants.
- C. Agency and the Provider agree to monitor utilization of expenditures on a Monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this agreement. Agency agrees to approach DHS for additional funds should the Provider's services exceeds the original funding available.
- D. Service locations are as follows:

CareerForce – Crookston 2015 Sahlstrom Dr. Crookston, MN 56701	and/or	CareerForce – East Grand Forks 1424 Central Ave. NE East Grand Forks, MN 56721
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Other locations as agreed to by both parties.

4. Payment

- A. Agency will pay Provider for services required under the MFIP /DWP Program. All payments for services will not exceed **\$679,633.00**. The **Diversionsary Work Program** will be funded at **\$100,000.00** and the **Minnesota Family Investment Program** Employment Services at **\$468,048.00**. If necessary, funds may be transferred between programs to serve client needs. MFIP ES Supported Work, **\$49,000.00**. MFIP Innovation purchases **\$10,000**. MFIP ES Administration **\$52,585.00**.

- B. Agency's obligation to make payment hereunder is subject to review by their Board of Directors to ensure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of Agency payment obligation. Nothing herein shall limit the right of either party to collect from the other any sums improperly paid or improperly withheld.
- C. Agency must make payments to the Provider based on 7.5% Administrative fees, the direct staff hours and client support funds that the State have expended each month. The Provider will promptly reimburse Agency any payments for MFIP/DWP received in excess of required payments hereunder.
- D. For MFIP/DWP, Agency shall not be obligated to honor claims, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by Agency in writing during the term of this Agreement.

5. Authorized Representative

The Provider's authorized representative is:
Lorrie Janatopolous, CareerForce Director, or her successor
332 Minnesota Street, Suite E200
St. Paul, MN 55101
651-259-7572

The Agency's authorized representative is:
Karen Warmack, Director, Polk County Social Services, or her successor
612 North Broadway, Room 302
Crookston, MN 56716
218-339-8522

6. Audits and Record Disclosure

Under Minn. Stat. 16C.05, subd. 5, the Agency's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.

7. Government Data Practices

A. Minnesota Government Data Practices Act

The Provider and Agency must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Provider under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Provider or the Agency.

If the Agency receives a request to release the data referred to in this Clause, the Agency must immediately notify the Provider. The Provider will give the Agency instructions concerning the release of the data to the requesting party before the data is released.

B. HIPAA

HIPPA Protocol - The Parties provides assurances that they will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI).

Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Agency or Department of Human Services if requested; and upon termination, or destroy all IIHI in accordance with conventional record destruction practices.

8. Governing Law, Jurisdiction, and Venue

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

9. Equal Employment Opportunity and Civil Rights Clause

Each party agree to comply with the Civil Rights Act of 1964, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Each party shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.

10. Rehabilitation Act Clause

Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84). And all guidelines and interpretations issued pursuant thereto.

11. Liability and Workers Compensation

Each party will be responsible for its own acts and behavior and the result thereof. Agency's liability shall be governed by the provisions of Minn. Stat., Chapter 466 and other applicable law. The Provider's liability shall be governed by the provisions of Minn. Stat., § 3.736 and other applicable law. Pursuant to Minnesota law, Provider is self-insured for Worker's Compensation Insurance.

12. Right to Rescind

Agency reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against Provider.

13. Certification that Federal Funds do not Supplant or Replace Local or State Funds

Provider hereby certifies that the federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Agreement.

14. Termination

A. Termination. The Provider may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

15. Assignment, Amendments, Waiver, and Contract Complete

A. Assignment. The Provider may assign or transfer rights or obligations under this agreement without the prior consent of the Agency.

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

C. Waiver. If the Agency fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

D. Contract Complete. This agreement contains all negotiations and agreements between the Provider and the Agency.

16. Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Provider's authorized representative.

17. Legal Compliance

Provider and Agency will comply with all applicable state and federal laws, rules and regulations.

IN WITNESS WHEREOF, Agency and Provider have signed this Agreement on the dates written below:

DEED CareerForce Director

Chair, Polk County Board

Date

Date

Department of Administration

Clerk of Board

Date

Date

Director, Polk County Social Services

Date

Per Minn. Statute 373.02 and 375.13, Clerk of Board needs to attest signature of Chairman.

2020 DEED MFIP/DWP Work Plan for Polk County

Minnesota Department of Employment and Economic Development (DEED), Crookston and East Grand Forks office locations - the employment training and service provider (ETSP) shall provide the administration and delivery of the MFIP and DWP employment and training programs.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP):
The ETSP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.73 and any amendments. The ETSP will provide all program requirements within the legal requirements.

I. Program approach:

A strengths-based approach is used to identify a participant's employment strengths and barriers to employment. Challenges are addressed and resources are provided as soon as possible to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment. If needed, the employment specialist (ES) refers the participant to appropriate community service(s).

The ES monitors participation in MFIP/DWP activities and continually assesses for additional barriers, but focuses on the participant's strengths. ES emphasize the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services:

The following activities will be offered to participants in the ETSP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities:

MFIP/DWP are "work first" programs. To that end, DEED staff encourage paid employment activities as a key element of programming. Those activities include:

- Unsubsidized employment;
- Subsidized private-sector employment;
- Subsidized public-sector employment;
- Self-employment;
- On-the-job training.

For unsubsidized employment, subsidized private-sector employment and subsidized public-sector employment, daily supervision is provided by the employer and documented by the ES upon receipt of copies of pay stubs, time cards, or other statements of work hours provided by the participant to the financial worker or ES. The ES documents the hours of participation in the case file and the financial worker tracks work hours in MAXIS to verify that each participant is engaged in the number of required weekly hours of participation.

Upon receipt of the participant's hours of self-employment provided to the ES by the county financial worker, the ES determines if the countable hours of self-employment are sufficient to meet the work participation rate requirements. If the countable hours are not sufficient to meet the work participation

requirement, the ES and participant discuss what additional countable work activities the participant will perform to meet their requirement. Participation rates are reviewed monthly with the participant.

DEED refers to the WIOA provider for on-the-job training (OJT) to increase employment opportunities for program participants. OJTs are direct, permanent, unsubsidized placements, which reimburse the employer the cost of training a new employee on the job for the predetermined length of the contract. OJTs are funded through MFIP/DWP or by co-enrollment in other appropriate state or federal grants. Staff may also arrange local business tours for MFIP/DWP customers so they can hear from an employer about the business, job positions, career laddering, and general expectations of the employer. ES also invite employers to job clubs to talk about what they look for when hiring an employee.

B. Supported Work and Community Service Site Placements:

Supported Work or community service site placements are expected when a participant is not yet employed and has completed six weeks of job search including, but not limited to, attending structured job search workshops and job clubs and completing assessments to identify individual job-related strengths and challenges. The ES or the participant will locate non-profit or for-profit businesses to serve as work experience sites. All community service sites will fulfill a useful public purpose and/or provide training skills for unsubsidized jobs. The ES documents in the case file the useful purpose of the community work experience. Once a person is placed at a work site, the ES contacts the agency or business, at least monthly, to assess the participant's progress and establish a strong working relationship with the work site supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and as needed. This allows the ES to address issues with the participant more often than monthly, if appropriate. These paid and unpaid work sites provide a training ground for participants to increase their work-readiness skills, and in many cases, learn job skills that will transfer to future unsubsidized employment at higher than previous wages for the MFIP and DWP participant.

ES are mindful of and follow the Fair Labor Standards Act when placing participants at unpaid work experience or community service sites. When developing a work-site schedule for a participant, hours are determined by dividing the participant's actual MFIP grant (both cash and food portions) by the federal minimum wage of \$9.50/hour.

The ES uses the Workforce One (WF1) data tracking system's current tab to determine what the monthly hourly requirements are per the actual monthly grant amount. For example, a participant's MFIP grant (cash and food) is \$400. Divide that amount by \$9.50/hour. The maximum number of hours the participant is permitted to work in an unpaid employment activity during the month is 42 hours. The ES rounds up or down to the nearest whole number of hours.

C. Job Search and Job Readiness Assistance:

DEED staff fulfill the minimum contact requirements for all job search and job-readiness activities. Activities included in this category are:

- Job search (hours that the participant spends applying for jobs; hours are documented by the participant);
- Job readiness assistance (includes one or more of the following, as needed):
 - writing a resume;
 - completing a job application;
 - learning effective job-seeking techniques and interviewing skills;
 - understanding what constitutes proper work attire and behavior on

- the job;
 - job shadowing
 - Informational interviewing with employers or industry experts
 - Life skills training
- Job readiness referrals for chemical health treatment, mental health treatment, and rehabilitation services.
 - Support services are available to MFIP and DWP participants. Support funding is available to meet job search needs including transportation, job specific clothing, tools and other employment related needs. Participants must be meeting their employment plan requirements to be eligible for supportive services. ES counselors exercise diligence to ensure that support is issued for legitimate needs. Referrals are made as appropriate to other funding sources. If possible, participants are asked to contribute at least part of the expense.

D. Job Clubs:

Job Clubs are used to provide educational topics and best practices for creating and enhancing job search tools, to share job leads, and to provide group support. The focus of job clubs is on individual case management, group case management, and participant accountability. Documentation of the job search activities (activity logs) can be submitted before or after Job Club.

At a minimum each participant is offered training on the following topics:

- Developing a master job application;
- Opening and closing an interview;
- Using positive skill statements;
- Answering tough interview questions;
- Making a good first impression (appropriate appearance);
- Identifying effective ways to find jobs;
- Developing an appropriate resume;
- Registration on Minnesotaworks.net.

E. Structured Job Search (SJS):

DEED provides structured job search (SJS) weekly for all participants engaged in job-search activities. The meeting is spent developing a detailed action plan for the week and reviewing the completed activities from the prior week. The ES monitors and documents progress by verifying at least one employer contact weekly for each participant in job-search activities. The ES follows the Deficit Reduction Act requirements per documentation for job search and job-readiness verification.

MFIP/DWP participants engage in SJS as quickly as possible. A key feature for improving work participation rates, SJS is offered and attendance is expected by job seeker participants who receive benefits. SJS is a supervised activity that helps identify work skills, develop soft skills, build confidence, provide coaching and peer support, and serves as a network to share job leads with others. SJS includes training in work-readiness and life skills through individual and group activities facilitated by staff. Staff evaluate progress and provide appropriate feedback to the participant.

The Workforce Center provides opportunities for the MFIP/DWP participant to access job search materials, workshops and job clubs provided by all Workforce Center staff and partners.

Through intensive SJS activities (determined by the number of mandated hours per individual), the participant will identify strengths and employment challenges. Early identification of employment challenges can lead to earlier resolution.

Participants are expected to treat SJS as their "job", until they find employment. This means there is significant involvement in structured, on-site activities when the participant is not interviewing or doing other approved off-site activities. Participants are expected to model workplace behavior during SJS. Workplace expectations such as appropriate dress, timeliness, and participation are established and reinforced by the ES.

F. Retention Skill:

The job retention and job search lessons, presented in job club, reinforce transferable skills and learned employment skills. The job search and retention skills topics include, but are not limited to, the following:

- Networking: the hidden job market;
- Determining who has the power to hire;
- Contacting employers - finding job openings;
- Managing time and setting goals;
- Answering tough interview questions;
- Using appropriate phone and interview manners;
- Assertive communication;
- Using e-mail for job search - on-the-job communication;
- Negotiating a wage - personal finance;
- Determining your best job offer and not burning bridges - staying on the job;
- Identifying career ladder opportunities - being promoted;
- Managing job search stress;
- Answering questions honestly on applications - ethics;
- Opening and closing the interview;
- Motivating yourself for job search - keeping a positive attitude;
- Preparing for the interview - the importance of appearance and manners;
- Following up after the interview - writing thank you notes;
- Balancing work and home responsibilities.

G. Distance-Learning Model/Structured Job Search for Those with No or Limited Transportation:

When it is not possible for the participant to get to the Workforce Center for SJS, staff provide distance-learning options. Telephone, email communication, and self-directed materials (packets) allow the participant to participate in SJS from a remote location. Distance learning is the exception, not the norm, for delivery of services.

For distance learning to be a viable option for the participants, he or she must:

- have access to a computer and internet, such as at home or at a local library;
- use e-based instructional tools and processes to conduct a job search:
 - register for www.Minnesotaworks.net
 - complete Creative Job Search;
 - create a list of job leads;

- email or fax a resume and job applications to the ES and/or employers;
- email and/or phone a report of job search activity and weekly plans of action;
- Communicate regularly with the ES who approves and suggests structured job search activities.

When possible, the ES meets with the participant to develop the action plan and collect the activity logs from the previous week.

H. Structured Follow-Up:

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of SJS. This happens during phone and electronic check-ins and group or face-to-face meetings with the ES. SJS is the participant's job until he or she obtains paid employment or is placed in a volunteer or work experience position. SJS may still be applicable during the work experience or volunteer placement depending on the number of required hours of job search activities required of the participant.

I. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services:

For participants with mental health, chemical health, or rehabilitation challenges the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. Monthly contact is maintained with the participant.

If the documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), that documentation is provided to the financial worker and the ES develops an FSS employment plan for the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant and the ES review progress, identify support service needs, and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or to the plan.

J. Education and Training-Related Activities:

DEED staff encourage education and training activities when it is evident that the activity will substantially increase the participant's ability to successfully exit MFIP. Activities may include:

- Vocational educational training;
- Job skills training directly related to employment;
- High school completion or GED;
- English Language Learning (ELL);
- Adult Basic Education (ABE);
- Labor market information - high-demand, high-wage careers.

For all education and training activities, staff obtain a statement or class schedule from the educational institution or training provider, activity logs, and signed statements or attendance records in order to document participation hours. A participant's weekly schedule is used to determine

allowable hours of study time. Staff use the formula that Minnesota submitted to the United States Department of Health and Human Services - one hour of countable study time for each hour of classroom instruction.

DEED staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions at the beginning of each quarter or semester.

A record of dates and hours of attendance for participants in GED, ABE, and ESL is submitted to DEED weekly by the Northwest Service Coop, the ABE provider.

Participants in post-secondary education will record dates and hours of attendance on an activity log. The activity log signed by a teacher or counselor from the educational institution and is submitted to DEED ES monthly. Staff verify participation hours by reviewing the activity log and the progress reports and grades issued by the institution. One hour of unsupervised study time is permitted per class hour attended. Additional countable study time is supervised and verified by the signature of a person approved by the ES to supervise the study time.

III. Family Stabilization Services:

The section outlines DEED strategies pursued under Family Stabilization Services (FSS).

Cases that have documentation of a disability will have a FSS employment plan developed at enrollment if the documentation is provided by the financial worker or participant prior to, or at, enrollment with employment and training. If the documentation is received after enrollment, the employment plan will be changed to an FSS plan. Once the documentation is received, the financial worker will be notified with a status update.

ESs review sanctioned cases and those who are not meeting participation rates to see if the case is an FSS case. When a participant fits the criteria and the documentation is obtained, the financial worker or ES provides a copy of the documentation, with a status update, to the staff in the other agency to move the individual into FSS.

ES discuss FSS with participants who appear to qualify for FSS but are unwilling to disclose or document a disability. If the participant decides to disclose a possible disability, the ES will help the participant obtain the needed documentation for FSS.

The ES completes the initial assessment at enrollment and continually assesses the participant at each meeting, using the employability measure and ongoing assessment during the participant's time with DEED.

Resources are used to further the goals of the family to move them toward economic stability. Referrals are made to mental health services, vocational rehabilitation services, and other professionals, when appropriate.

The ES develops employment plans with a broader range of activities and fewer hours to make sure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. DEED provides training to staff regarding working with people with disabilities.

Exhibit A

ESs will obtain appropriate releases of information with all entities working with the participant. Coordination of services between service providers is frequent, and occurs at least monthly.

Eligibility is assessed throughout the participant's duration on FSS to determine if the participant continues to be eligible for FSS.

Childcare is available for activities included in the FSS plan.

Sanction requirements for FSS are followed. Prior to imposing a sanction or sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant has the ability to comply with the plan as documented by behavioral and/or medical professionals, and has attempted a face-to-face visit either in the office or at a location convenient for the participant.

DEED ES case-manage FSS participants using a systematic approach to assessing the needs of the participant: providing assistance, identifying resources, developing solutions, developing and reinforcing the participant's skills, evaluating performance, coordinating referrals and services, and monitoring overall progress.

The ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers with whom the FSS participant is working. The ES provides information and training to professionals, as needed, on the participant goals and mandated regulations of MFIP/DWP.

DEED uses several strategies to ensure MAXIS is coded correctly for each participant. The ES and financial worker each verify that the participant meets the criteria for FSS. Staff review the FSS mismatch report monthly to confirm that MAXIS coding is correct. Status updates are used to communicate regarding corrections to coding.

If a participant or potential participant reports or appears to the ES to fall into one of the following FSS eligibility categories, the ES will request and assist the participant to obtain a statement from a qualified professional that specifies the illness, injury, incapacity, or diagnosis.

The first five FSS categories address the individual's ability to work:

- A person is suffering from a physical illness, injury, or incapacity, which is expected to continue for more than 30 days and prevents the person from obtaining or maintaining employment;
- A person is developmentally disabled and that condition prevents the person from obtaining or maintaining suitable unsubsidized employment;
- A person is mentally ill and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment;
- A person is learning disabled and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment;
- A person has an IQ below 80 and the condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment.

The remaining FSS categories are not linked to a person's ability to obtain or maintain employment. A person is unemployable because;

- An adult or child in the household meets special medical criteria,

- A person is needed in the home to care for someone in the household with an illness or incapacity lasting more than 30 days;
- A person is a legal resident residing in the United States for 12 months or less,
- A person is applying for or appealing SSI or RSDI determination,
- A person has a family violence waiver,
- A person is 60, or more, years old.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance:

Communication between financial workers, ES, and supervisors is frequent. If the ES or eligibility worker receives documentation or information that a participant is not able to participate fully in the work activities required of MFIP/DWP/FSS, they notify each other immediately. In addition, if either receives documentation of participation hours, such as pay stubs, they share with the other, as needed.

V. Indirect Services provided

- Basic sliding fee education plan approval: review education plan, complete assessments if needed, provide counseling and education planning assistance, refer to funding sources and either approve or deny the education plan.
- GA assessments: meet with individuals referred by the adult unit. Assessment appointment includes work history, education, skills training, barriers to employment, mental and physical health considerations, interviewing ability, technological skills and assessment of employability.
- Documentation and accuracy of file information:
 1. Maxis coding: Maxis and Workforce One coding is compared for accuracy
Status updates are used to communicate corrections needed to coding
Sanction panel reviewed to confirm # of sanctions and status regarding curing the sanctions
Infant exemption months are reviewed
 2. MAXIS and WF1 enrollment lists are compared to ensure that sanction face to face meetings, administrative reviews and face to face meetings for nearing the end of MFIP occur on a timely basis.
 3. ES staff schedule the meetings and maintain a record of results for each case.
 4. Files are reviewed for extended MFIP benefits and for those reaching the 60th month and closing without an extension of benefits.
- Community resources and general support:
ES counselors provide information and referrals to multiple local resources
Services are coordinated with other providers
ES counselors are often the primary contact for the program participant. With case banking, they do not have an eligibility worker assigned to them so they ask questions of the employment counselor.
- Participants are encouraged to investigate eligibility for unemployment insurance if applicable. WFC computers are available for filing UI claims and claiming benefits.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Michelle M. Cote, Director of Property Records

MEETING DATE: July 7, 2020

AGENDA ITEM: Abatement Request(s)

SUMMARY:

An application for abatement of property tax has been received from the following:

- WOK INC dba Happy Joes Pizza and Ice Cream requesting a non-specific reduction of taxes (Abatement form /Tax Statement attached) Parcel 82.00140.00
- Miller Partnership/ICMuggs Owner requesting a reduction of 25% of the 2020 taxes (Abatement form/Tax Statement attached) 25% of the Tax and the Solid Waste fee is \$2,224.00. Parcel 82.02685.00. Note: This parcel does include the Best Buy Liquor off-sale.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

Motion approving or denying abatement application (s)

MAY 21 2020

Received

CR-PTA

MINNESOTA REVENUE

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2019

JUN 1 2020

And Taxes Payable in Year(s): 2020

Polk County Assessor

Applicant and Property Information

Applicant Information

Last Name WOK INC DBA HAPPY JOE'S PIZZA + ICE CREAM		First Name	Middle Initial
Property Address 705 E. ROBERT ST.		Social Security Number	
City CROOKSTON	State MIN	Zip code 56716	County POLK
Parcel ID or legal description of property (from tax statement or valuation notice) 82-140		School District Number 593	

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land	Structures	Total

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Total Amount Contested	Portion of total amount contested you are willing to pay
------------------------	--

Explain why you think this settlement is fair and reasonable

Applicant's Statement of Facts/Settlement

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant Red Comet (SEC-TREAS)	Date 6-3-2020
--	-------------------------

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

Bill#: 168993
Owner Name: W O K INC

Property ID Number: 82.00140.00

Taxpayer:
WOK INC
705 E ROBERT ST
CROOKSTON MN 56716-2043



\$\$\$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

Section 31 Township 150 Range 046
PT OF NW4 SE4 NE OF R/W OF US HWY 2 & E OF JACKSON AVE & S OF MCLEAN ST (EX SMALL TRACTS CONVEYED)

Property Address:

705 ROBERT ST E
CROOKSTON MN 56716

Line 13 Special Assessment Detail:

SOLID WASTE FEE 2,000.00
SIDEWALK FEE CROOKSTON CITY 20.00

Principal: 2,020.00
Interest: 0.00

VALUES AND CLASSIFICATION			
Taxes Payable Year:		2019	2020
Step 1	Estimated Market Value:	177,700	169,800
	Improvements Excluded:		
	Homestead Exclusion:	0	0
	New Improvements/Expired Exclusions:		
	Taxable Market Value:	177,700	169,800
Property Classification:		Comm/Ind	Comm/Ind
Step 2 PROPOSED TAX			
Did not include special assessments or referenda approved by the voters at the November election Sent in November 2019			\$4,066.00
Step 3 PROPERTY TAX STATEMENT			
Step 3	First half taxes due:	5/15/2020	\$3,057.00
	Second half taxes due:	10/15/2020	\$3,057.00
	Total Taxes Due in 2020:		\$6,114.00

Tax Detail for Your Property:

Taxes Payable Year:		2019	2020
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>			
2. Use these amounts on Form M1PR to see if you are eligible for a special refund. 0.00			
Tax and Credits	3. Property taxes before credits	4,382.00	4,094.00
	4. Credits that reduce property taxes		
	A. Agricultural market value credits	0.00	0.00
	B. Other Credits	0.00	0.00
	5. Property taxes after credits	4,382.00	4,094.00
Property Tax by Jurisdiction	6. County POLK COUNTY	1,236.59	1,182.26
	7. City or Town CITY OF CROOKSTON	1,608.51	1,578.52
	8. State General Tax	553.07	445.22
	9. School District ISD 593 CROOKSTON		
	A. Voter Approved Levies	327.61	265.64
	B. Other Local Levies	501.50	509.39
	10. Special Taxing Districts		
	A.	0.00	0.00
	B. Watershed	148.78	107.37
	C. NW HRA	0.00	0.00
	D. NWRDC	5.94	5.60
	E. Ambulance	0.00	0.00
F. Other Special Tax Dists	0.00	0.00	
11. Non-school voter approved referenda levies	0.00	0.00	
12. Total property tax before special assessments	4,382.00	4,094.00	
13. Special assessments	Principal: 2,020.00 Interest: 0.00	2,020.00	2,020.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		\$6,402.00	\$6,114.00

PAYABLE 2020 2nd HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: 10/15/2020

Property ID#: 82.00140.00

SECOND 1/2 TAX AMOUNT DUE: \$3,057.00

PENALTY: TOTAL:

Bill #: 168993

Taxpayer: WOK INC
705 E ROBERT ST
CROOKSTON MN 56716-2043

Polk County Administrator
Taxpayer Service Center
612 N. Broadway, Suite 207
Crookston, MN 56716-1452



Your cancelled check is proof of payment. Please write your Property ID # on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

PAYABLE 2020 1st HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2020

Property ID#: 82.00140.00

FULL TAX AMOUNT: \$6,114.00

FIRST 1/2 TAX AMOUNT DUE: \$3,057.00

PENALTY: TOTAL:

Bill #: 168993

Taxpayer: WOK INC
705 E ROBERT ST
CROOKSTON MN 56716-2043

Polk County Administrator
Taxpayer Service Center
612 N. Broadway, Suite 207
Crookston, MN 56716-1452



Your cancelled check is proof of payment. Please write your Property ID # on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

Application for Property Tax Abatement

MAY 21 2020

For Taxes Levied in Tax Year(s): 2019

And Taxes Payable in Year(s): 2020

Applicant and Property Information

Applicant Information

Last Name: MILLER PARTNERSHIP, First Name, Middle Initial, Property Address: 1500 UNIVERSITY AVE., City: CROOKSTON, State: MN, Zip code: 56716, County: POLK, Parcel ID: 82-2685, School District Number: 593

Applicant's Statement of Facts

Received

If the assessed value is being contested, list approximate market value.

Table with columns: Land, Structures, Total. Includes date stamp: JUN 3 2020

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Table with columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid. Includes stamp: Polk County Assessor

Explain why the above amount has not been paid

Table with columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid

Explain why the above amount has not been paid

Table with columns: Year, Type (taxes, penalty, interest, or cost), Amount Contested, Amount Paid

Explain why the above amount has not been paid

Table with columns: Total Amount Contested, Portion of total amount contested you are willing to pay

Explain why you think this settlement is fair and reasonable: 25% REDUCTION ON TAXES PAYABLE IN 2020, DUE TO THE COVID-19 SHUT DOWN OF TENANTS BUSINESS.

Applicant's Statement of Facts/Settlement

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant: [Handwritten Signature], Date: 06/01/20

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

Bill#: 170547
 Owner Name: MILLER PARTNERSHIP

Property ID Number: 82.02685.00

Taxpayer:
 MILLER PARTNERSHIP
 1500 UNIVERSITY AVE
 CROOKSTON MN 56716-1156



\$\$\$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

PARK VIEW ADD - CRK CITY Lot 013 Block 006
 VAC PT OF RADISSON RD ADJ (EX W 28.75 FT OF 12 & 13) LOTS 10, 11, 12 &

Property Address:
 1500 UNIVERSITY AVE
 CROOKSTON MN 56716

Line 13 Special Assessment Detail:

SOLID WASTE FEE 3,020.00
 SIDEWALK FEE CROOKSTON CITY 20.00

Principal: 3,020.00
 Interest: 0.00

VALUES AND CLASSIFICATION			
Taxes Payable Year:		2019	2020
Step 1	Estimated Market Value:	221,600	221,600
	Improvements Excluded:		
	Homestead Exclusion:	0	0
	New Improvements/ Expired Exclusions:		
	Taxable Market Value:	221,600	221,600
Property Classification:		Comm/Ind	Comm/Ind
Step 2	PROPOSED TAX		
<small>Did not include special assessments or referenda approved by the voters at the November election Sent in November 2019</small>			\$5,858.00
Step 3	PROPERTY TAX STATEMENT		
	First half taxes due:	5/15/2020	\$4,458.00
	Second half taxes due:	10/15/2020	\$4,458.00
	Total Taxes Due in 2020:		\$8,916.00

Tax Detail for Your Property:

Taxes Payable Year:		2019	2020
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>	0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00	
Tax and Credits	3. Property taxes before credits	5,926.00	5,896.00
	4. Credits that reduce property taxes		
	A. Agricultural market value credits	0.00	0.00
	B. Other Credits	0.00	0.00
	5. Property taxes after credits	5,926.00	5,896.00
Property Tax by Jurisdiction	6. County POLK COUNTY	1,624.03	1,644.72
	7. City or Town CITY OF CROOKSTON	2,112.46	2,195.98
	8. State General Tax	925.60	847.49
	9. School District ISD 593 CROOKSTON		
	A. Voter Approved Levies	414.20	360.08
	B. Other Local Levies	646.52	690.57
	10. Special Taxing Districts		
	A.	0.00	0.00
	B. Watershed	195.39	149.37
	C. NW HRA	0.00	0.00
	D. NWRDC	7.80	7.79
	E. Ambulance	0.00	0.00
F. Other Special Tax Dist	0.00	0.00	
11. Non-school voter approved referenda levies	0.00	0.00	
12. Total property tax before special assessments	5,926.00	5,896.00	
13. Special assessments	Principal: 3,020.00 Interest: 0.00	3,020.00	3,020.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		\$8,946.00	\$8,916.00

PAYABLE 2020 2nd HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: 10/15/2020

Property ID#: 82.02685.00

SECOND 1/2 TAX AMOUNT DUE: \$4,458.00

PENALTY: TOTAL:

Bill #: 170547

Taxpayer: MILLER PARTNERSHIP
 1500 UNIVERSITY AVE
 CROOKSTON MN 56716-1156

Polk County Administrator
 Taxpayer Service Center
 612 N. Broadway, Suite 207
 Crookston, MN 56716-1452



Your cancelled check is proof of payment. Please write your Property ID # on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

PAYABLE 2020 1st HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2020

Property ID#: 82.02685.00

FULL TAX AMOUNT: \$8,916.00

FIRST 1/2 TAX AMOUNT DUE: \$4,458.00

PENALTY: TOTAL:

Bill #: 170547

Taxpayer: MILLER PARTNERSHIP
 1500 UNIVERSITY AVE
 CROOKSTON MN 56716-1156

Polk County Administrator
 Taxpayer Service Center
 612 N. Broadway, Suite 207
 Crookston, MN 56716-1452



Your cancelled check is proof of payment. Please write your Property ID # on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: MICHELLE M. COTE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: April 21, 2020

AGENDA ITEM: 2020 PRIMARY AND GENERAL ELECTION CANVASSING DATES

SUMMARY: On April 21, 2020 the board set the date for the canvassing of ballots for the 2020 Primary and General Elections. Due to recent lawsuit agreements reached involving Secretary of State Steve Simon regarding absentee and mail ballot processing I am requesting the date of the 2020 Primary Election Canvassing be moved to Friday August 14, 2020 at 1:00pm.

We now must process absentee and mail ballots received the first and second day following the election as long as they are postmarked August 11, 2020 (Election Day) or prior. We will not be issuing any results until this additional processing is completed after close of business on August 13, 2020 2 days following the close of polls on election day.

** Note Canvassing Board members are the County Auditor, Court Administrator, Mayor of the largest city and 2 Commissioners neither of whom are on the ballot.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

A motion was made by Commissioner seconded by Commissioner and adopted by unanimous vote of the Board to move the date of the 2020 Primary Election Friday August 14, 2020 at 1:00pm.



Board of Commissioners

Polk County Government Center
612 N Broadway – Room 211
Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Michelle M. Cote, Director of Property

MEETING DATE: July 7, 2020

AGENDA ITEM: Workstation expenditure request

SUMMARY:

- Requesting Board approval for the quote for cubes for the TPSC. The quote from innovative is in the amount of \$9,253.17. This will provide 3 workstations creating a more efficient use of space TPSC. This purchase will be paid for from the Recorder Compliance Fund. as these cubes will be utilized by the Part-Time staff that scan, validated, and index older records for the Recorder. The Recorder Compliance Fund balance as of 05/31/2020 is \$104,151.39.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

- A motion was made by Commissioner, seconded by Commissioner, and adopted by unanimous vote of the Board to approve the quote from Innovative, Bemidji, MN in the amount of \$9,253.17 for 3 workstations to be paid for from the Recorder Compliance Fund.



6/23/2020

The following section is: **New Stations**

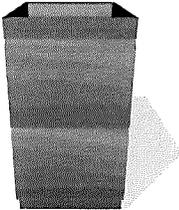
6' End Feed Quantity: 1

Manufacturer: COM Sell \$63.67 Ext Sell \$63.67

Part Number: HMP557.7200

Finishes: Image for reference only

Value WS Support Ped File/File Quantity: 3

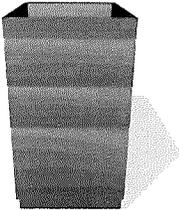


Manufacturer: COM Sell \$123.67 Ext Sell \$371.01

Part Number: ONJ621.20

Finishes: Image for reference only
MT Medium Tone

Value WS Support Ped Box/Box/File Quantity: 3



Manufacturer: COM Sell \$123.67 Ext Sell \$371.01

Part Number: ONJ631.20

Finishes: Image for reference only
MT Medium Tone

Right Cantilever-Shared For 24/ 30" Deep Work Surface Quantity: 3



Manufacturer: COM Sell \$10.67 Ext Sell \$32.01

Part Number: STP167.20

Finishes: Image for reference only

Left Hand Cantilever Bracket For 24" D Surface

Quantity: 3

Manufacturer: COM
Part Number: STP186.2000LH

Sell \$9.00 Ext Sell \$27.00

Finishes: Image for reference only

Right Hand Cantilever Bracket For 24" D Surface

Quantity: 3

Manufacturer: COM
Part Number: STP186.2000RH

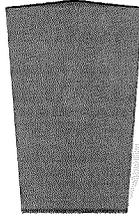
Sell \$9.00 Ext Sell \$27.00

Finishes: Image for reference only

3-WAY Wire Management Connector

Quantity: 2

Manufacturer: COM
Part Number: STP446.03



Sell \$10.33 Ext Sell \$20.66

Finishes: Image for reference only

Duplex Receptacle #1, for 5" Raceway

Quantity: 3

Manufacturer: COM
Part Number: STP554.01BK

Sell \$8.67 Ext Sell \$26.01

Finishes: Image for reference only

Duplex Receptacle #4, for 5" Raceway

Quantity: 3

Manufacturer: COM
Part Number: STP554.04BK

Sell \$8.67 Ext Sell \$26.01

Finishes: Image for reference only

Front and Rear Corner Support Bracket

Quantity: 3

Manufacturer: COM
Part Number: STU455.01

Sell \$4.67 Ext Sell \$14.01

Finishes: AO/CMW Standard Paint Colors
MT Medium Tone Image for reference only

Full Height Open Shelf 36"W

Quantity: 3



Sell \$114.33 Ext Sell \$342.99

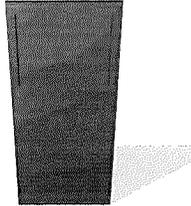
Manufacturer: COM
Part Number: SWP718.36

Finishes:
AOS AO/CMW Standard Paint Colors
MT Medium Tone

Image for reference only

**Fully Assembled Stacker Unit, Clear
Glazed/Fabric, With Raceway, No Power.
65"H (41" + 23") x 30"W**

Quantity: 6



Sell \$411.67 Ext Sell \$2,470.02

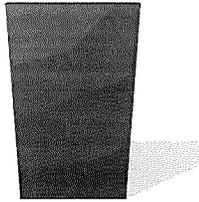
Manufacturer: COM
Part Number: TSCB065.30

Finishes:
~01 Advantage Plus Program
~AP1 Plus
~VP4 Dayton
7117 Ascot
AOS AO/CMW Standard Paint Colors
MT Medium Tone

Image for reference only

**Fully Assembled Stacker Unit, Fabric
Covered Hard Both Sides, With Raceway,
With Power. 65"H (41" + 23") x 36"W**

Quantity: 6



Sell \$370.67 Ext Sell \$2,224.02

Manufacturer: COM
Part Number: TSHC065.36

Finishes:
~01 Advantage Plus Program
~AP1 Plus
~VP4 Dayton
7117 Ascot
~01 Advantage Plus Program
~AP1 Plus
~VP4 Dayton
7117 Ascot
AOS AO/CMW Standard Paint Colors
MT Medium Tone

Image for reference only

Pencil Holder Attaches to Toolbar

Quantity: 3



Sell \$7.67 Ext Sell \$23.01

Manufacturer: COM
Part Number: UNP031.00BK

Finishes: Image for reference only

Paper Tray Letter Size Attaches to Toolbar

Quantity: 6



Manufacturer: COM
Part Number: UNP035.00BK

Sell \$18.33 Ext Sell \$109.98

Finishes: Image for reference only

Folder Sorter Tray Attaches to Toolbar

Quantity: 3



Manufacturer: COM
Part Number: UNP039.00BK

Sell \$20.00 Ext Sell \$60.00

Finishes: Image for reference only

Universal Flat Plate (2.25 x 3)

Quantity: 3

Manufacturer: COM
Part Number: UNP465.02BK

Sell \$0.67 Ext Sell \$2.01

Finishes: Image for reference only

Flat Bracket Screw

Quantity: 30

Manufacturer: COM
Part Number: UNP858.01ZI

Sell \$0.03 Ext Sell \$0.90

Finishes: Image for reference only

Tool Bar Black Aluminum, 36"W

Quantity: 3



Manufacturer: COM
Part Number: UNU020.36BK

Sell \$75.33 Ext Sell \$225.99

Finishes: Image for reference only

24 X 24 X 36 X 60 Curved Extended WS RH

Quantity: 3



Manufacturer: COM
Part Number: WSE337

Sell \$280.00 Ext Sell \$840.00

Finishes: Image for reference only

~01 Grade 1
~WA Wilsonart Standard
PATICULATES Particulates

4995-60 Forged Steel
 ~01 T Edge 1 1/16"
 WS Worksurface Edge Colors
 MT Medium Tone
 ~02 Grommet

36W x 24D Rectangular WS

Quantity: 3



Manufacturer: COM
 Part Number: WSR104

Sell \$89.33 Ext Sell \$267.99

Finishes:
 ~01 Grade 1
 ~WA Wilsonart Standard
 PATICULATES Particulates
 4995-60 Forged Steel
 ~01 T Edge 1 1/16"
 WS Worksurface Edge Colors
 MT Medium Tone
 ~02 Grommet

Image for reference only

Ignition 2 Task Mid-back, ilira back

Quantity: 3



Manufacturer: HON
 Part Number: HIWMM

Sell \$387.29 Ext Sell \$1,161.87

Finishes:
 .Y2 Advanced Synchro- Tilt
 .A Arm: Height and Width Adj. Arm
 .H Hard Caster
 .JM Mesh: Black
 \$(1) Gr 1 UPH
 .COMP Compass
 26 Taupe
 .AL Adjustable Lumbar
 .SB Base: Standard Base
 .T Frame: Black

Image for reference only

Subtotal Ext. Sell **\$8,707.17**

The following section is: Z-Services

Furniture Design and Installation Services

Quantity: 1

Manufacturer: IOS
 Part Number: FURNSERVICES

Sell \$546.00 Ext Sell \$546.00

Finishes: Image for reference only

Subtotal Ext. Sell **\$546.00**

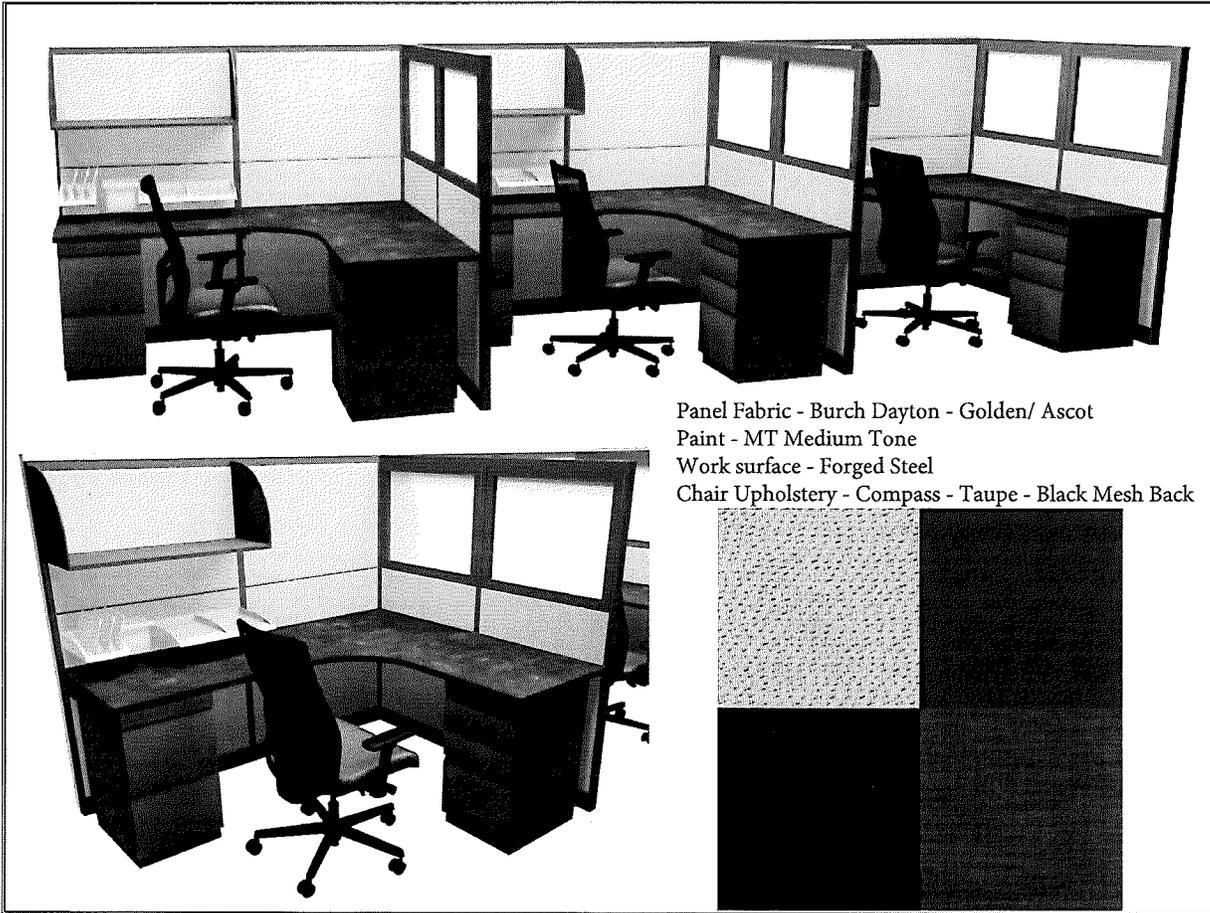
Project Total (does NOT include tax) Grand Total: \$9,253.17

151 E. Cliff Road, Burnsville, MN 55337 | Customer Care 952.808.9900 | Fax 952.894.7153 | Toll Free 866.574.5389 | www.innovativeOS.com

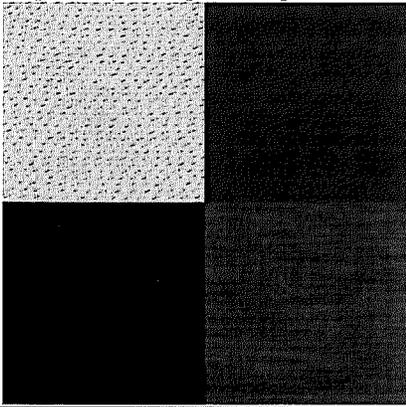
Expect Response Expect Reduction Expect Relief

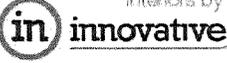
Standard furniture lead-time 4 - 6 weeks

Quote Valid for 60 days

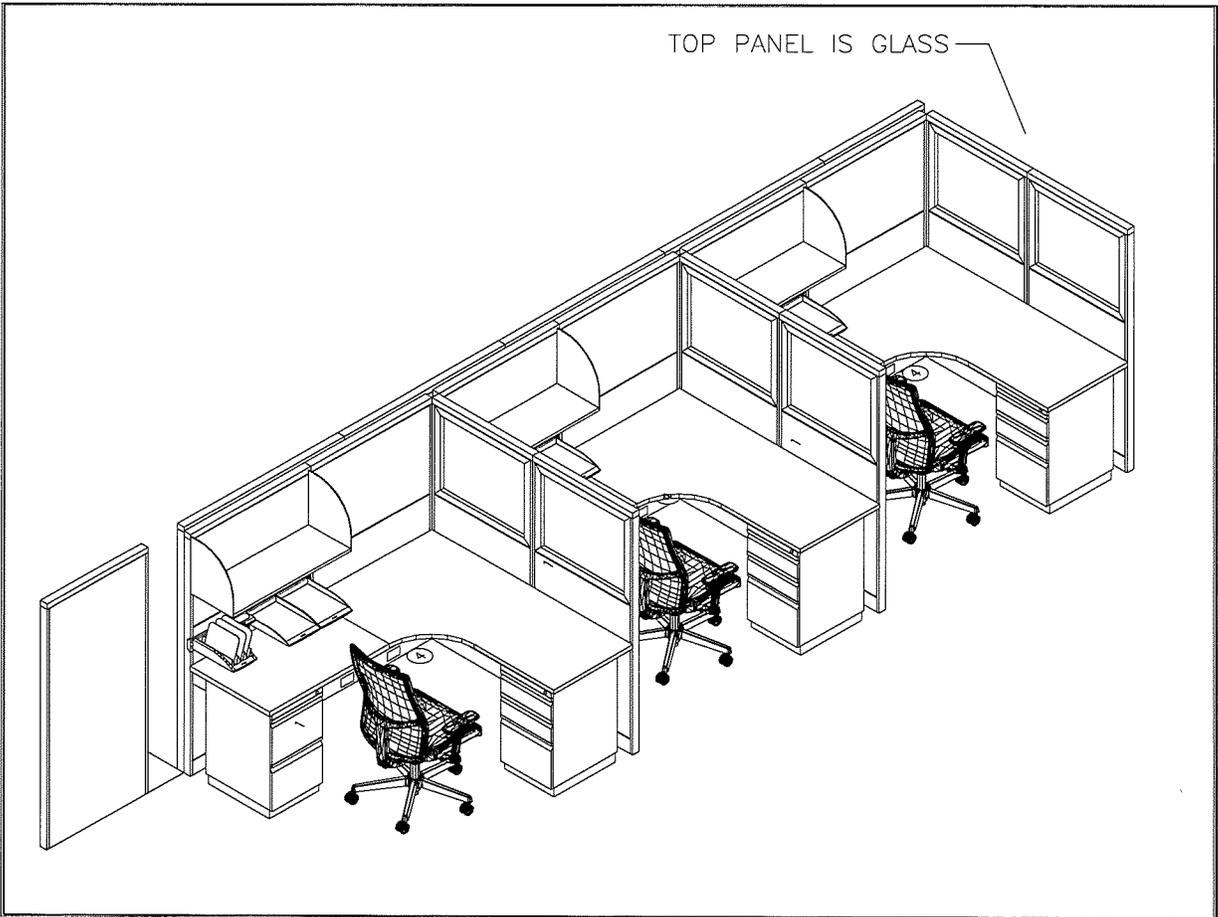


Panel Fabric - Burch Dayton - Golden/ Ascot
 Paint - MT Medium Tone
 Work surface - Forged Steel
 Chair Upholstery - Compass - Taupe - Black Mesh Back



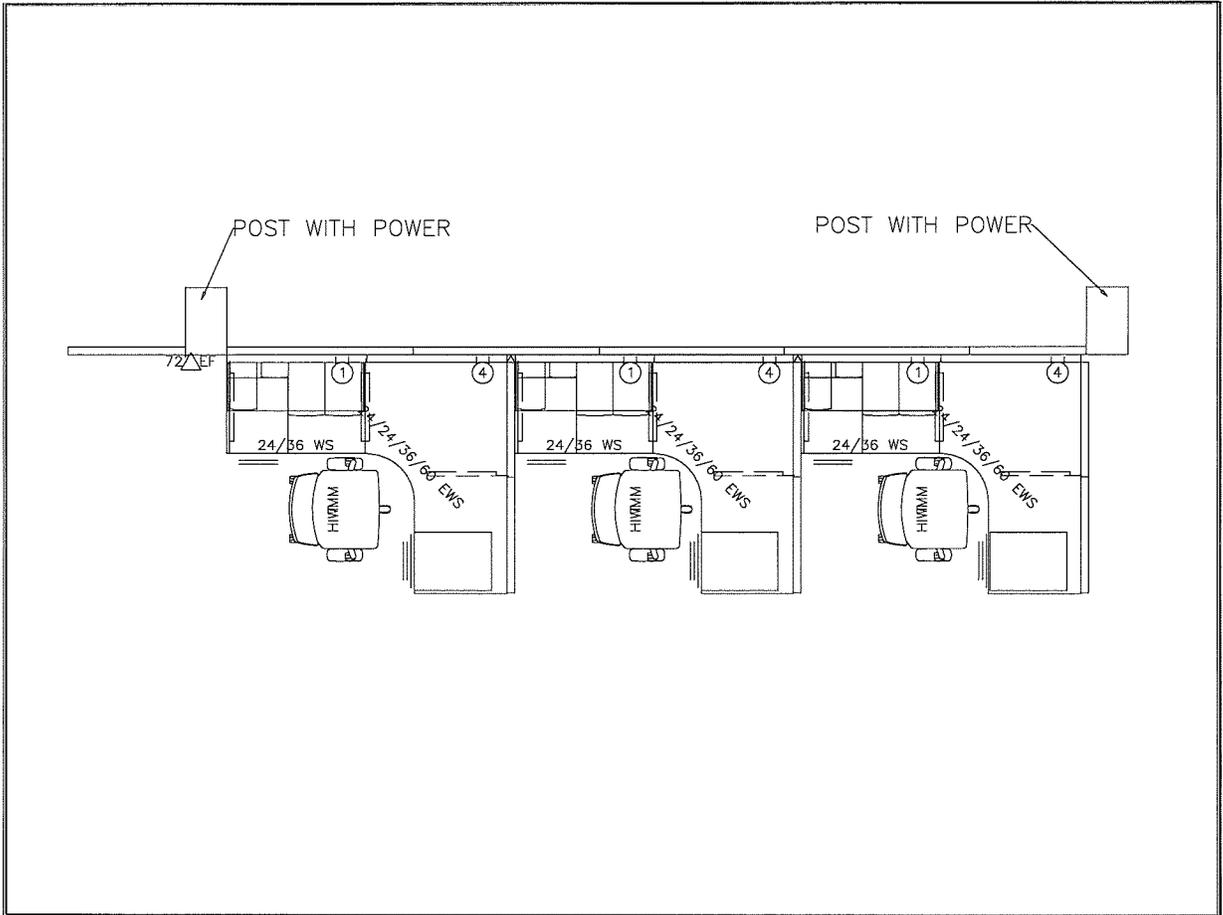
 <small>HEADQUARTERED IN BURNSVILLE, MN TOLL FREE (866) 574-6389</small>	
CLIENT	
POLK COUNTY RECORDER MICHELLE COTE	
ADDRESS	
612 N BROADWAY CROOKSTON, MN 56716	
PROJECT NAME	

PROJECT #	
00008281	
REP: SONJA ZIMMERMAN	
DATE: JUNE 2020	SCALE:
DRN BY: KB	CKD BY:
REVISIONS	
ACCEPTED BY: _____ DATE: _____	
SHEET TITLE	
SHEET NUMBER	



interiors by in innovative <small>HEADQUARTERED IN BURNSVILLE, MN TOLL FREE (888) 574-5388</small>	
CLIENT	
POLK COUNTY RECORDER MICHELLE COTE	
ADDRESS	
612 N BROADWAY CROOKSTON, MN 56716	
PROJECT NAME	

PROJECT #	
00008281	
REP: SONJA ZIMMERMAN	
DATE: JUNE 2020	SCALE:
DRN BY: KB	CKD BY:
REVISIONS	
ACCEPTED BY: _____ DATE: _____	
SHEET TITLE	
SHEET NUMBER	



interiors by
in innovative

HEADQUARTERED IN BURNSVILLE, MN
TOLL FREE (866) 574-5389

CLIENT
POLK COUNTY RECORDER
MICHELLE COTE

ADDRESS
612 N BROADWAY
CROOKSTON, MN 56716

PROJECT NAME
—
—

PROJECT #
00008281

REP: SONJA ZIMMERMAN

DATE: JUNE 2020 SCALE: 1/2" = 1'-0"

DRN BY: KB CKD BY:

REVISIONS

ACCEPTED BY: _____ DATE: _____

SHEET TITLE

SHEET NUMBER



NATIONAL ASSOCIATION OF COUNTIES

2020 VOTING CREDENTIALS

In order to vote, your county/parish/borough is required to:

- **Register** for the 2020 Virtual Annual Business Meeting, Monday, July 20 at 2:00 p.m. (EDT).
- **Pay** 2020 NACo membership dues.
- **Designate** a voting delegate to cast your county's vote in the election.
- **Complete** the online form to select your delegate at [NACo.org/voting-credentials](https://naco.org/voting-credentials) or scan and email this form to credentials@naco.org.

Please go to [NACo.org/voting-credentials](https://naco.org/voting-credentials) and enter this code:

F0812CE6D2

For more information about voting credentials go to [NACo.org/governance](https://naco.org/governance).

SUBMISSION FORM

Designated County Delegate

Polk County Engineer Richard Sanders

Delegate Email Address (Please print)

rsanders@co.polk.mn.us

Your state association is authorized to receive or cast any unclaimed ballots for counties that have registered delegates, unless your county has expressly prohibited the state association from doing so on this form.

- Check this box if you **DO NOT** authorize your state association to receive your county's ballot, if unclaimed by a delegate from your county.

If you are unavailable to attend the Virtual Annual Business Meeting but still want to cast a vote in the election, please send an email to credentials@naco.org.

Signature of designated delegate or Chief Elected Official