*REVISED
POLK COUNTY BOARD
MEETING LOCATION: GOVERNMENT CENTER, CROOKSTON, MN
COMMISSIONERS ROOM
AGENDA
FEBRUARY 4, 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.
2. Approve the January 28, 2020 Board minutes.

COUNTY BOARD MEMBERS ISSUE FORUM
1. AMC Legislative Policy Priorities

8:30 RICHARD SANDERS - HIGHWAY
1. Frontier Precision – Tablet for GPS Replacement
2. Farmland Lease/Rent
3. Certificate of Performance/Final Acceptance SAP 060-111-001 and SAP 060-661-013
4. MNDOT Federal Participation in Advance Construction Agreement 1036081
5. January 31, 2020 Lettings for Gravel Road Stabilization, Gravel Stockpile, Crack fill and Equipment Rental

8:50 JIM TADMAN - SHERIFF
1. Approve and Sign 2019 Emergency Management Performance Grant Agreement
2. Hazard Mitigation Assistance Agreement for Counties Utilizing HSEM Plan Update Consultant
3. Resolution (2020-15) Authorizing Participation In Planning Process & Execution of Agreement

9:00 MARK LANDSVERK - ASSESSOR
1. County Board of Appeal and Equalization
2. Statutory Board Notification of Changes

9:10 SAM MELBYE – TPSC & RON DENISON - FINANCE
1. Special Assessments for 2019 Watershed Debt Issues

9:20 BREAK

9:30 CHUCK WHITING - ADMINISTRATOR
1. Resolution (2020-16) Authorizing The County To Enter Into A Credit Enhancement Program Agreement With The Minnesota Public Facilities Authority
2. Resolution (2020-17) Authorizing the County to Refinance 2012 Sand Hill Watershed Bonds
3. Review of Enterprise Software Proposals (via weblink) with Geniene Scherer of Abdo, Eick & Meyer
4. *Approval of Contract with Diversified Contractors for East Grand Forks Building Construction

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.

**Valerie Bjerk**

**Subject:** FW: JANUARY 2020 AUDITORS WARRANTS FOR APPROVAL AND PUBLICATION

AUDITOR WARRANTS 01/06/2020

| Vendor Name | | Amount |
|---|---|---|
| 3 | Payments less than 2000 | 45.00 |
| | **Final Total:** | 45.00 |

AUDITOR WARRANTS 01/07/2020

| Vendor Name | | Amount |
|---|---|---|
| Ampride Cenex | | 5,600.00 |
| Cardmember Service | | 11,515.28 |
| Lenes Sand & Gravel Inc | | 6,432.04 |
| Middle- Snake- Tamarac Rivers Wtrshd Di | | 4,131.00 |
| MN Counties Intergov'l Trust | | 559,078.00 |
| Powerplan OIB | | 5,610.00 |
| Red Lake Watershed District | | 4,028.00 |
| Reynolds Harbott Knutson & Larson PLLF | | 2,125.00 |
| Sand Hill River W S District | | 3,082.00 |
| 12 | Payments less than 2000 | 7,502.16 |
| | **Final Total:** | 609,103.48 |

AUDITOR WARRANTS 01/14/2020

| Vendor Name | | Amount |
|---|---|---|
| Beltrami County Highway | | 8,353.51 |
| BELTRAMI COUNTY SOLID WASTE | | 3,121.26 |
| Fischer,Rust & Stock, PLLC | | 2,675.00 |
| Fosston Municipal Utilities | | 52,522.39 |
| Great Plains Natural Gas Co | | 11,023.94 |
| GreatAmerica Financial Services | | 9,825.32 |
| Halstad Telephone Co | | 9,498.75 |
| Lepier Oil Company Inc | | 7,765.55 |
| Norman County Public Health | | 4,564.87 |
| Northdale Oil Inc | | 3,478.13 |
| Northside Express | | 4,863.56 |
| Ottertail Power Co | | 20,800.41 |
| Polk County Public Health | | 17,583.00 |
| Tri County Community Corr | | 1,317,874.25 |
| University Of North Dakota | | 6,250.31 |
| 35 | Payments less than 2000 | 12,764.03 |
| | **Final Total:** | 1,492,964.28 |

AUDITOR WARRANTS 01/21/2020

| Vendor Name | Amount |
|---|---|
| Brink Lawyers | 2,341.75 |
| City of McIntosh | 5,436.10 |
| Crookston Water Department | 2,106.65 |
| East Polk Soil & Water | 33,599.00 |
| Fosston Municipal Utilities | 2,747.36 |
| Great Plains Natural Gas Co | 3,219.50 |
| Kronos SaaShr Inc | 3,482.60 |
| Lake Agassiz Regional Library | 68,505.00 |
| MCCC BIN#135033 | 32,381.22 |
| Mn State Treasury | 7,717.00 |
| Titan Machinery | 15,589.00 |
| West Polk Soil & Water | 33,599.00 |
| 23 Payments less than 2000 | 10,100.78 |
| **Final Total:** | 220,824.96 |

AUDITOR WARRANTS 01/24/2020

| Vendor Name | Amount |
|---|---|
| Bremer Bank Na | 65,411.51 |
| Bremer Bank Na | 27,956.04 |
| Bygland Township | 3,094.70 |
| Climax City Treasurer | 6,338.04 |
| Columbia Township Treasurer | 3,295.19 |
| County Emergency Medical Serv. | 7,984.97 |
| Crookston Area Ambulance Inc | 4,040.00 |
| Crookston City | 22,483.35 |
| East Grand Forks City | 66,035.27 |
| Erskine City Clerk- Treasurer | 7,376.48 |
| Fertile City | 4,870.73 |
| First Care Medical Services | 4,573.49 |
| Fisher City | 2,739.02 |
| Fosston City | 7,305.23 |
| Godfrey Township Treasurer | 4,369.80 |
| Hill River Township Treasurer | 4,613.81 |
| Huntsville Township Treasurer | 3,759.32 |
| Johnson Township | 3,968.84 |
| Keystone Township Treasurer | 2,287.64 |
| Knute Township Treasurer | 3,594.39 |
| Mcintosh City | 7,293.96 |
| Mentor City | 3,209.58 |
| Middle- Snake- Tamarac Rivers Wtrshd Di | 12,549.69 |
| Nielsville City | 2,275.98 |
| NW Regional Development Comm | 2,180.27 |
| NWMN HRA | 4,811.24 |
| Oueen Township Treasurer | 3,551.26 |
| Red Lake Watershed District | 38,094.33 |
| Sand Hill River W S District | 17,378.27 |
| Sandsville Township Treasurer | 2,776.11 |
| School District 2176 Treas | 10,348.10 |
| School District 2311 Treas | 4,219.76 |
| School District 2609 Treas | 38,535.04 |
| School District 592 Treas | 17,202.13 |
| School District 593 Treas | 37,045.39 |
| School District 600 Treas | 17,573.05 |
| School District 601 Treas | 37,697.71 |
| Sletten Township Treasurer | 5,337.75 |
| Sullivan Township Treasurer | 2,093.95 |
| Vineland Township Treasurer | 3,459.89 |
| Winger City Clerk Treasurer | 3,534.65 |
| Winger Township Treasurer | 3,540.64 |
| Woodside Township Treasurer | 5,172.09 |
| 53 Payments less than 2000 | 49,005.93 |
| Final Total: | 584,984.59 |

AUDITOR WARRANTS 01/28/2020

| Vendor Name | Amount |
|---|---|
| Altru Health System | 2,653.00 |
| Architectural Resourses Inc | 90,048.75 |
| Bedney/Micheal and Carol | 2,078.00 |
| Danks/Cody | 2,785.76 |
| Fjerstad/Doug | 5,000.00 |
| Garden Valley Technoligies | 2,445.13 |
| Houston Engineering Inc | 5,438.00 |
| Kinetic Leasing | 32,575.15 |
| Maverick Drone Systems | 4,337.90 |
| Norman County Public Health | 13,194.94 |
| Polk County | 64,745.90 |
| Polk County Public Health | 17,851.32 |
| Streamworks LLC | 19,500.00 |
| Total Lawn Care & Landscaping | 3,670.00 |
| 29 Payments less than 2000 | 19,941.03 |
| Final Total: | 286,264.88 |

MANUAL WARRANTS 01/06/2020

| Vendor Name | Amount |
|---|---|
| FURTHER | 3,177.86 |
| Final Total: | 3,177.86 |

MANUAL WARRANTS 01/10/2020

| Vendor Name | Amount |
|---|---|
| Internal Revenue Service | 162,529.39 |
| Minnesota Revenue | 27,940.71 |
| Final Total: | 190,470.10 |

MANUAL WARRANTS 01/13/2020

| Vendor Name | Amount |
|---|---|
| FURTHER | 11,584.91 |
| Final Total: | 11,584.91 |

MANUAL WARRANTS 01/17/2020

| Vendor Name | Amount |
|---|---|
| Minnesota Revenue | 5,431.00 |
| Minnesota Revenue | 978.98 |
| Mn Dept Of Rev Tax Division | 75,200.68 |
| Mn Dept Of Revenue | 42.00 |
| Mn Dept Of Revenue | 6.00 |
| Mn Dept Of Revenue | 75.00 |
| Final Total: | 81,733.66 |

MANUAL WARRANTS 01/21/2020

| Vendor Name | Amount |
|---|---|
| Mn Dept Of Revenue | 1,316.00 |
| Final Total: | 1,316.00 |

MANUAL WARRANTS 01/21/2020

| Vendor Name | Amount |
|---|---|
| Northwest Service Cooperative | 257,360.50 |
| Final Total: | 257,360.50 |

MANUAL WARRANTS 01/21/2020

| Vendor Name | Amount |
|---|---|
| FURTHER | 11,350.18 |
| Final Total: | 11,350.18 |

MANUAL WARRANTS 01/24/2020

| Vendor Name | Amount |
|---|---|
| Mn Dept Of Rev Tax Division | 29,191.34 |
| Final Total: | 29,191.34 |

MANUAL WARRANTS 01/24/2020

| Vendor Name | Amount |
|---|---|
| Internal Revenue Service | 159,627.77 |
| Minnesota Revenue | 27,228.05 |
| Final Total: | 186,855.82 |

MANUAL WARRANTS 01/24/2020

| Vendor Name | | Amount |
|---|---|---|
| FURTHER | | 5,162.47 |
| | Final Total: | 5,162.47 |

**MANUAL WARRANTS 01/29/2020**

| Vendor Name | | Amount |
|---|---|---|
| U S Bank | | 379,773.75 |
| | Final Total: | 379,773.75 |

**MANUAL WARRANTS 01/31/2020**

| Vendor Name | | Amount |
|---|---|---|
| Minnesota Revenue | | 141.22 |
| | Final Total: | 141.22 |

**MANUAL WARRANTS 01/31/2020**

| Vendor Name | | Amount |
|---|---|---|
| U S Bank | | 1,947,215.00 |
| U S Bank | | 1,284,861.10 |
| U S Bank | | 83,960.56 |
| | Final Total: | 3,316,036.66 |

**JANUARY 28, 2020**
**BOARD MINUTES**

Pursuant to motion of adjournment the Polk County Board of Commissioners met in regular session at 8:00 o'clock a.m., January 28, 2020 in the Commissioners Room, Government Center, Crookston, MN. Members present: Commissioner Gerald Jacobson, Commissioner Warren Strandell, Commissioner Gary Willhite, Commissioner Joan Lee and Commissioner Don Diedrich and Charles S. Whiting, County Administrator, Clerk of the Board. Others present: Michelle Cote, Deputy Clerk of the Board.

## AGENDA

A motion was made by Commissioner Lee seconded by Commissioner Jacobson and adopted by unanimous vote of the Board to approve the January 28, 2020 agenda.

## CONSENT AGENDA

A motion was made by Commissioner Strandell seconded by Commissioner Diedrich and adopted by unanimous vote of the Board to approve the Consent Agenda:

1. Approve the January 7 and January 21, 2020 Board minutes.
2. Approve payment to Architectural Resources, Inc., Hibbing, MN in the amount of $90,048.75 for the Human Service Center Roof Project Design Expense (EGF) for the Facilities Department.
3. Approve for payment Lost Warrant No. 45497 dated January 15, 2020 issued to MN Resource Recovery Association in the amount of $4,200.00.
4. Approve payment to Johnson Controls, Dallas, TX in the amount of $1,200.00 for Labor Charges for the Facilities Management Department.
5. Approve payment to Brost Chevrolet, Crookston, MN in the amount of $264.47 for the Sheriff's Department.

## COUNTY BOARD MEMBERS ISSUE FORUM

1. Commissioner Jacobson brought forth discussion regarding a concern at Maple Lake over canopies over boat lifts. The Maple Lake Improvement Association has drafted a potential resolution governing this issue. He also attended the Northwestern Mental Health Center meeting where a topic of discussion was elimination of the Polk County appropriation and county committee membership.
2. Commissioner Strandell brought forth that he participated in the Drug Task Force Committee which focused on the annual report.
3. Commissioner Willhite brought forth that he met with the Polk County Engineer Rich Sanders regarding the County Road 11 issue brought forth by two concerned citizens at the January 21, 2020 meeting. In addition he brought this information forth at the City Council meeting. He also participated in the Building Committee meeting where the focus was the East Grand Forks Human Service Center remodeling project. He also participated in a Finance Committee meeting where potential finance software was reviewed. In addition he participated in the Planning and Zoning Commission meeting. He also attended the Extension cow/calf seminar in Bagley.
4. Commissioner Lee brought forth that she attended the Drug Task Force meeting and the Finance Committee meeting. In addition she attended a Wild Rice Marsh meeting and an

Inter County Community Council meeting. She also provided a follow up regarding the mailbox damage concern due to snowplows.

5. Commissioner Diedrich brought forth that he had attended the Northwestern Mental Health meeting.

**SANDHILL RIVER WATERSHED DISTRICT**

Chuck Whiting came before the Board on behalf of April Swenby, Sandhill River Watershed District regarding Resolution (2020-12):

1. **Resolution (2020-12) Sponsorship Of The Sandhill River Watershed District For Minnesota Counties Intergovernmental Trust**

**RESOLUTION (2020-12)**
**Sponsorship Of The Sandhill River Watershed District For Minnesota Counties Intergovernmental Trust**

The following resolution (2020-12) was offered by Commissioner Jacobson:

WHEREAS, Polk County is a member of the Minnesota Counties Intergovernmental Trust and;

WHEREAS, A current member of the Minnesota Counties Intergovernmental Trust must sponsor a new entity for membership and;

WHEREAS, The Sandhill River Watershed District desires to become a member for the purpose of obtaining property and workers compensation coverage.

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners sponsors the Sandhill River Watershed District for membership.

Commissioner Lee seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: Lee, Diedrich, Willhite, Strandell, and Jacobson. NAYS: None.

**PLANNING AND ZONING**

Jacob Snyder, Environmental Specialist/Planning and Zoning Administrator came before the Board with matters pertaining to Planning and Zoning:

1. **Resolution (2020-13) Conditional Use Permit for Outdoor Investments LLC for a Campground Expansion up to 49 Sites**
   Also appearing was Austin Pierce on behalf of Outdoor Investments Inc., and the Ranch Campground. Resolution (2020-13) was offered by Commissioner Strandell seconded by Commissioner Diedrich and adopted upon the following vote: YEAS: Lee, Diedrich, Willhite, Strandell and Jacobson. NAYS: None. (See Resolution (2020-13) on file in the Administrator's Office.) **** Note approval is conditional on the following change to No. 14 of the conditions to limit pets to 2 per site.**
2. **Resolution (2020-14) Termination of Recorded Resolution (2006-3-31) Document A000632636 Recorded August 24, 2006**

**RESOLUTION (2020-14)**
**Termination of Recorded Resolution 2006-3-31**
**Document A000632636 Recorded August 24, 2006**

The following resolution (2020-14) was offered by Commissioner Jacobson:

WHEREAS, Outdoor Investments LLC, land owner of parcel 32.00192.00, wishes to terminate the Dude Ranch operation as of January 28, 2020.

WHEREAS, A Conditional Use Permit was issued on March 28, 2006 for operation of a Dude Ranch; and

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners Terminates resolution 2006-3-31.

Commissioner Lee seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: Lee, Diedrich, Willhite, Strandell and Jacobson. NAYS: None.

3. **SSOM Compost Pad Project – Change Order #2**
   A motion was made by Commissioner Diedrich seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve Change Order No. 2 to Lyle Wilkens Inc., Crookston, MN in the amount of $6,800.00 for the credit to Polk County for remaining grading and seeding work to be completed.
4. **SSOM Compost Pad – Release of Retainage**
   A motion was made by Commissioner Strandell seconded by Commissioner Jacobson and adopted by unanimous vote of the Board to approve the release of the retainage amount of $18,610.84 upon receipt of required documents to Lyle Wilkens Inc., Crookston, MN to serve as payment in full for the Crookston Transfer Station Project.

**SHERIFF**

Jim Tadman, Polk County Sheriff came before the Board with matters pertaining to his department:

1. **Monthly Sheriff Reports**
   The December monthly Sheriff Reports were discussed and presented to the Board. (Monthly reports on file in the Administrator's Office)

**POLK COUNTY HUMAN SERVICES BUILDING (EGF) REMODEL**

Chuck Whiting, Polk County Administrator came before the Board with matters pertaining to the bids for the Polk County Human Services Building (EGF) Remodel Project:

1. **Review Bid Award of Construction Contracts**
   Bids have been received for remodeling the Human Service Center Building in East Grand Forks and are under review. Diversified Contractors, Inc., was the lowest base bidder with a bid of $1,388,800.00. A motion was made by Commissioner Strandell seconded by Commissioner Jacobson and adopted by unanimous vote of the Board to award the bid for remodeling the Human Service Center Building in East Grand Forks

to Diversified Contractors, Inc., Fargo, ND in the amount of $1,388,800.00. ** **The contract will come to the Board in a subsequent meeting.**

**ADMINISTRATION**

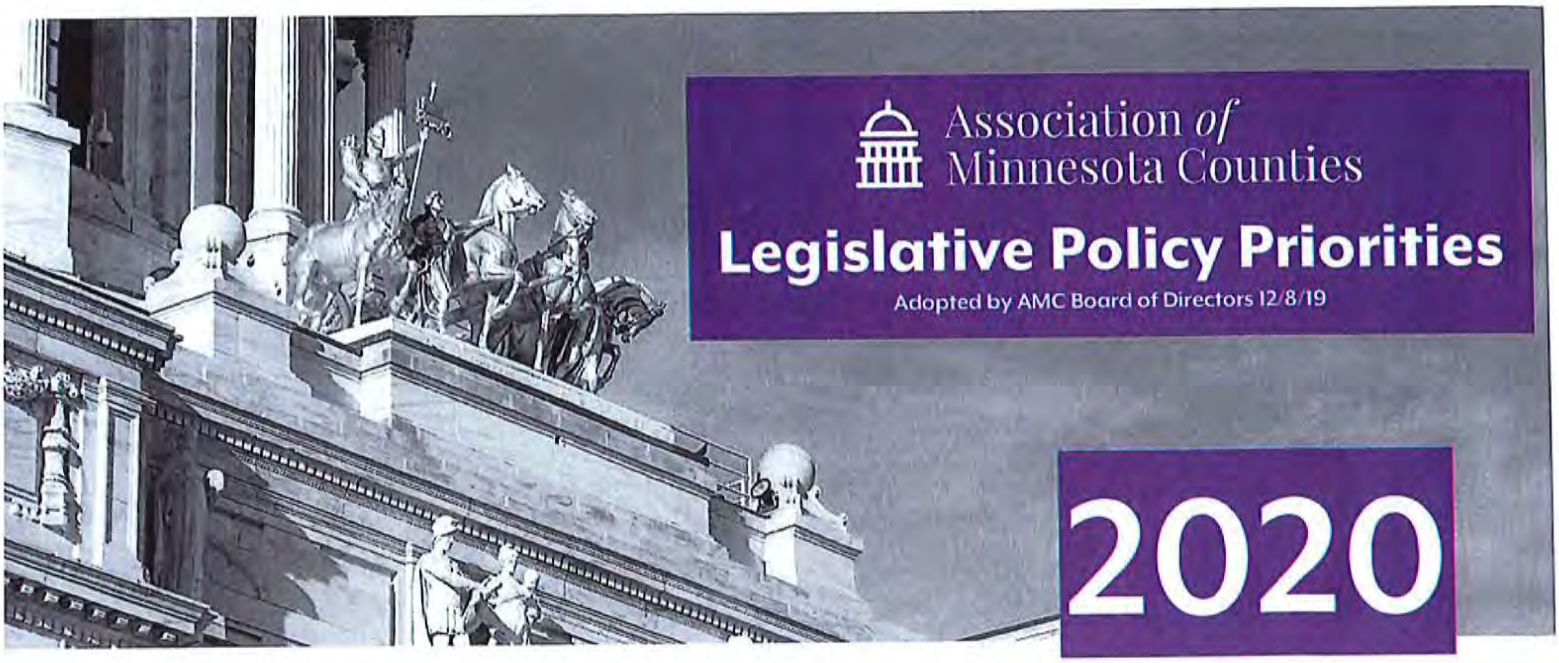
Chuck Whiting, Polk County Administrator came before the Board with matters pertaining to his department;

1. **ERP Software Request for Proposals Status**
   Discussion was held with the Board regarding the proposals that have been reviewed by the Finance Committee with Geniene Scherer of Abdo, Eick & Meyer regarding the ERP Software.

With no further business the Board adjourned to reconvene at 8:00 a.m., February 4, 2020.

Gary Willhite, Chair

Charles S. Whiting, Polk County Administrator
Clerk of the Board



Association *of* Minnesota Counties

# Legislative Policy Priorities

Adopted by AMC Board of Directors 12/8/19

# 2020

# PRIORITIES

*Environment and Natural Resources*

## Local Government Road Wetland Replacement Funding

The Local Road Wetland Replacement Program (LGRWRP) has been an integral part of the "no net loss" policy under the Wetlands Conservation Act (WCA) since 1996. The Board of Water and Soil Resources (BWSR) is required by law to replace wetlands lost as a result of eligible local road reconstruction or rehabilitation. Recently, the state has not been adequately funding the program, which now has a shortage of wetland mitigation and will soon be unable to fulfill its statutory obligation to local governments, resulting in increased costs and delays for public road projects.

**AMC supports pursuing investments for generating wetland banking credits to be available for use by counties for local road projects.**

*General Government*

## Preserving Tax Base

A 2018 Minnesota Tax Court decision (Enbridge v. Minnesota) found that the Department of Revenue over assessed Enbridge Utility Company by more than $2 billion from tax years 2013-2015. After a series of back-and-forth court appeals, the Minnesota Tax Court released an October decision which decreased total value for tax years 2012-2014 but increased Enbridge's value for 2015-2016. While the dual findings were not the worst-case scenario, counties and local governments will still be on the hook for hundreds of thousands of dollars, if not millions, in tax refunds plus large interest payments—forcing counties to spend reserves or levy residents for a DOR-issued assessment. In addition, counties are witnessing a surge of contested property tax appeals by big box retailers using questionable comparables and assessment theories. Both developments threaten county budgets and erode tax bases, causing potential shifts to small businesses and residents.

**AMC supports promoting legislation that preserves tax base in response to increased property tax appeals, utility tax refunds, and potential "dark store" assessing practices.**

*General Government*

## PILT Sustainability

PILT is a vital resource for counties with large amounts of state/federally-owned land. While a certain subset of PILT payments have received increases in funding, two important PILT categories (DNR-administered and county-administered) have remained stagnant, not keeping up with inflation or properly reimbursing local governments for lost tax base. In addition, a recently mandated re-assessment of acquired acres land values caused dramatic swings in PILT appropriations. Counties are asking for minor, technical changes to the PILT assessment rules that would decrease volatility in PILT payments.

**AMC supports promoting a sustainable approach to Payment in Lieu of Taxes (PILT) funding that includes proposals to address instability in PILT payments for acquired acres lands.**

*Health and Human Services*

## Procurement/County-based Purchasing

County leaders take seriously the role to provide input in the existing managed care procurement process. Counties are uniquely positioned to provide valuable input in selecting the most appropriate health plans to meet the needs in communities. The existing process lacks transparency in how county input is evaluated and weighted, does not allow for a meaningful evaluation of plan performance, and makes no allowance for locally driven initiatives such as county-based purchasing.

**AMC supports a transparent, statewide managed care procurement process that reflects counties' voices in the procurement outcomes and provides a fair and unbiased process for appeal. The procurement process should not lead to barriers to implement county-based solutions such as county-based purchasing.**

*Health and Human Services*

## Child Welfare—Reducing Disproportionality

Counties play a critical role in keeping children safe and helping families thrive. The number of children experiencing out of home care continues to increase in many counties throughout the state creating serious emotional tolls for families as well as additional fiscal costs to counties. As the state moves ahead to implement the requirements of the federal Family First Prevention Services Act, there are critical opportunities to reshape how the child welfare system supports families and prioritizes prevention and racial equity.

**AMC supports strengthening the state's child welfare system to reduce out of home placements and eliminate racial disproportionality in child welfare. To achieve this goal, AMC supports a comprehensive approach that would include training, culturally appropriate preventive services, policy and statutory changes, adequate funding, and a state Family First implementation plan that helps transform outcomes.**

*Health and Human Services*

## Protecting Counties from DHS Financial Errors

**AMC supports state funding to reimburse the federal government for any payment and billing miscalculations.**

In a state supervised, county-administered system such as Minnesota, counties rely on the state to implement and communicate federal regulations, provide billing systems/technologies, offer training, and oversee compliance with federal regulations. Counties should not be expected to be financially responsible for errors within these systems – in particular because counties are not at fault regarding these errors and have no ability to plan or prepare for these unexpected costs. Fixing the errors uncovered by DHS will take financial resources. Counties will prioritize working alongside DHS to get the state funding necessary to reimburse the federal government. Counties are committed to a health and human service system that delivers with integrity and meets the needs of Minnesotans.

*Health and Human Services*

## Mental Health and Substance Use Disorder Reform

**AMC supports continuing efforts to build out a mental health and substance use treatment system that meets the needs in the community for adults and children.**

Counties continue to experience significant gaps within the behavioral health continuum of care throughout the state. Multiple approaches are necessary to reduce the impact of substance abuse and mental illness in communities. One critical component in building a behavioral health system with fewer gaps is making sure a workforce can meet the treatment and service needs in communities. As the comprehensive substance use disorder reform rolls out, counties face a potential crisis in meeting the needs for assessing and accessing treatment for individuals seeking chemical dependency treatment. Counties want to be able to adapt current credentialing requirements to be able to make sure services are available, especially in rural counties.

*Public Safety*

## Community Supervision

**AMC supports increasing funds for community supervision, including core county probation functions that provide critical services for meeting the needs of our criminal justice system through evidence-based practices that focus on addressing criminogenic needs and reducing recidivism.**

Minnesota's county-based probation systems have been underfunded for nearly two decades. Increased funds are needed to support the basic functions of this system. In addition, policy changes related to pre-trial assessment and supervised released supervision are likely to increase caseload pressure for local agencies as well as demanding additional community supports for justice involved individuals. Evidence based practices used in a community setting have been shown to reduce recidivism and increase public safety. The services provided by county probation agents are critical services for meeting the needs of our criminal justice system.

*Transportation & Infrastructure*

## Transportation Funding

AMC worked closely with our members over the summer and fall to focus on what they think an ideal road and bridge funding package should include. While it is still a work in progress, the most significant finding was that they believe that revenue should come from multiple sources or an "all of the above" approach, including an increase to the tab free structure, a modest increase in the gas tax, MVST rate equalization, and full statutory dedication of the revenue from the auto parts sales tax. While conversations around transportation funding continue this session, AMC will be active in educating legislators and advocating for long-term funding that is comprehensive (multi-modal), balanced (regionally and between modes), sustainable (on-going funding), and dedicated (constitutionally for roads and statutorily for transit).

**AMC supports continued comprehensive transportation funding that includes new revenue for roads, bridges, and transit.**

*Transportation & Infrastructure*

## Bonding for Local Road and Bridge Programs

While the 2018 bonding bill included significant investments for the local road and local bridge programs, there are many projects that are shovel-ready for when the programs are funded again. The 2018 Bridge Annual Report identified 9,565 deficient bridges on the local system. Local governments have prioritized over 900 deficient bridges for replacement over the next five years with an estimated total replacement cost of over $500 million. MnDOT has requested funding at $100 million in GO bonds for each the local road and the local bridge program. Both programs are funded from a variety of sources – local, state, and federal funding helps to improve infrastructure statewide – and these two programs have had enormous success over the years. MnDOT State Aid has done a great job maintaining regional balance across state when awarding funding and counties appreciate working with them on the administration of the programs.

**AMC supports a robust bonding bill that includes funding for transportation-related programs, including the Local Road Improvement Program and the Local Bridge Replacement Program.**

### For more information, please contact AMC's Government Relations Staff: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Association *of* Minnesota Counties
125 Charles Avenue | St. Paul, MN 55103-2108
www.mncounties.org

# 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: 2/04/2020

AGENDA ITEM: Frontier Precision – Tablet for GPS Replacement

SUMMARY:

1. Tablets for GPS units need to be updated because Windows 7 is no longer supported.
2. Cost is $7,739.20 for two tablets
3. Highway and Ditch

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to purchase the two tablets from Frontier Precision of Waite Park, MN at the amount of $7,739.20

DATASHEET

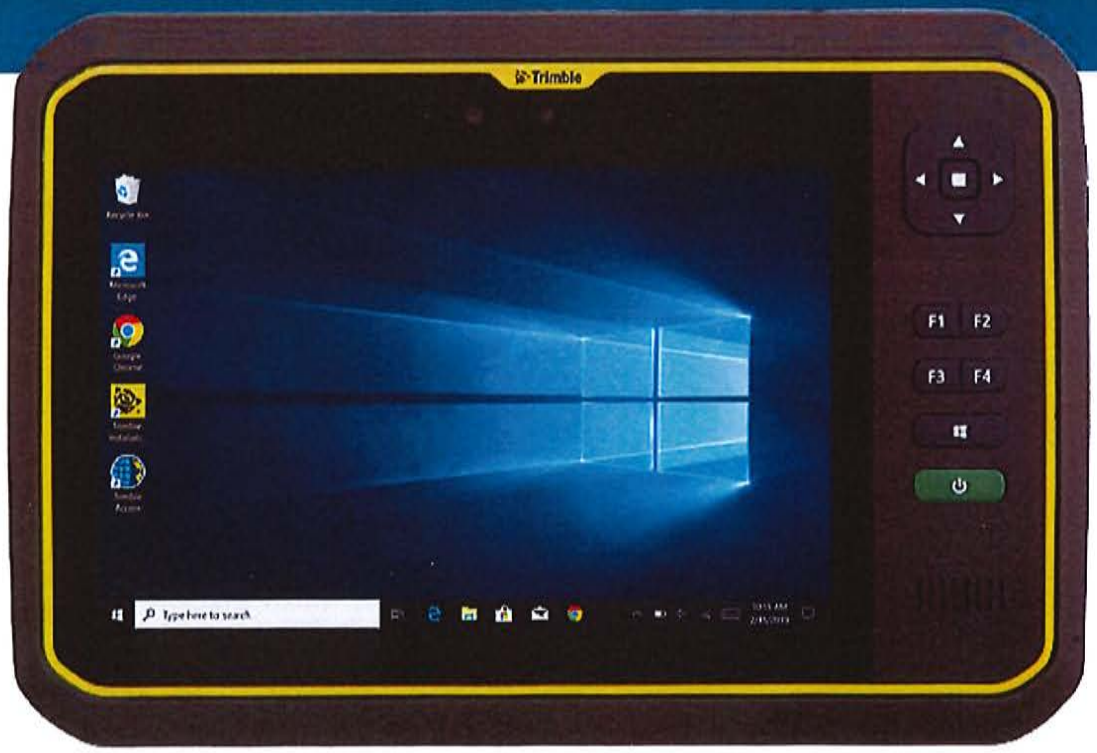
# Trimble T7

## TABLET

### KEY FEATURES

- High definition, sunlight readable 7-inch multi-touch screen
- Secure Windows® 10 Professional operating system
- Compatible with Microsoft® Office, web browsers, and other third-party apps
- Ultra-rugged design and performance with MIL-STD-810G certification
- Dual Trimble® EMPOWER modular expansion system slots
- High-speed 4G LTE, Wi-Fi, and Bluetooth® data connectivity
- Powerful Intel® Pentium® processor with 8 GB RAM and 128 GB internal storage
- Hot-swappable batteries with LED indicators
- Programmable, tactile hard keys
- Front- and rear-facing cameras
- Ergonomic form factor
- Optimized for Trimble field software, external Trimble GNSS receivers and Trimble robotic total stations

**Learn more: geospatial.trimble.com/t7**



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

**Quote**
Date: 01/06/2020 03:48 PM
Quote Number: 36894
Valid Until: 02/05/2020
Quotation by: Weston Schneider
For questions, contact westons@frontierprecision.com

**BILL TO:**
**POLK COUNTY - HWY**
Rick Thompson
820 Old Highway 75 South
Crookston, MN 56716
rick.thompson@co.polk.mn.us 218-281-3952

**SHIP TO:**
**POLK COUNTY - HWY**
Rick Thompson
820 Old Highway 75 South
Crookston, MN 56716
rick.thompson@co.polk.mn.us 218-281-3952

| Product Details | Qty | Price | Total |
|---|---|---|---|
| **1. TAB-T7-11-00 Trimble T7 Tablet (Worldwide)** | 2 | $ 2,965.50 | $ 5,931.00 |
| **2. 121648-01 Trimble T7 Accessory - Pole Mount with Quick Release** | 2 | $ 224.10 | $ 448.20 |
| **3. 121354-01-1 Trimble Accessory - Carry Case Shoulder Bag** | 2 | $ 54.00 | $ 108.00 |
| **4. 121345-01-1 Trimble Accessory - Desktop Hub** | 2 | $ 198.00 | $ 396.00 |
| **5. 121358-01-1 Trimble Accessory - External Battery Charger w/ Int. Cord, Battery 2-pack** | 2 | $ 378.00 | $ 756.00 |
| **6. Miscellaneous Miscellaneous** | 2 | ($ 450.00) | ($ 900.00) |
| Tablet Trade-In Serial Numbers<br>T71SY-1603-014404 Expires January 22nd 2020<br>T71SY-1429-009432 Expires March 31st 2020 | | | |
| **7. FPI-TRAINING-SURVEY Training Fee / Onsite Installation** | 1 | $ 1,000.00 | $ 1,000.00 |
| 1/2 Day Onsite | | | |
| | | Sub Total: | **$ 7,739.20** |
| | | Tax: | $ 0.00 |
| | | Shipping: | $ 0.00 |
| | | **Grand Total:** | **$ 7,739.20** |

**Special Notes:**
MN State Contract #87135

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.

# 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: 2/04/2020

AGENDA ITEM: Farmland Lease/Rent

SUMMARY:

1. Polk County Highway Rents out land which was the Old Angus Pit and the Old Liberty Pit.
2. Received quotes for each pit
3. Strickler Peterson Cattle sent in a quote of $7,150 per year for the Old Angus Pit.
4. Pat Taylor sent in a quote of $610 per year for the Old Liberty Pit.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to approve both agreements.

POLK COUNTY HIGHWAY DEPARTMENT
820 Old Highway 75 So.
Crookston, MN 56716
218-281-3952

**"QUOTE"**

**FARM LAND RENTAL/LEASE**

Closing date: December 31, 2019

Sealed Quotes will be RECEIVED until 4:30 P.M. December 31, 2019 by the Polk County Highway Department Office in Crookston, Minnesota for the Rental/lease of County Property - farmland to be used for pasture and hay stumpage. Subleasing is not allowed; property is located in Sections 25 and 36 of Angus Township.

**Legal Description:**

The West half of the Northeast quarter (W1/2NE1/4), the Northeast quarter of the Northwest quarter (NE1/4NW1/4), the South half of the Northwest quarter (S1/2NW1/4, and the South half of the Northwest quarter of the Northwest quarter (S1/2NW1/4NW1/4) less the North three hundred fifty five feet (355') of the west seven hundred ninety five feet (795') of the south half of the Northwest quarter of the Northwest quarter of section 36, Township 153 North, of Range 47 West and containing 213.5 acres, more or less. And the West half of the Southwest quarter (W1/2SW1/4) of Section 25, Township 153 North, of Range 47 West and containing 80 acres, more or less. The combined total of the above being 293.5 acres, more or less.

The term of this lease shall be for a period of three (3) years, commencing on January 1, 2020 and ending on December 31, 2022. Fee to be payable in advance of the First Day of January of each year.

**Minimum Quote $1,000.00/Year**

Total Net Bid: $ 7150.00 **per year**

Full *Legal* Name: Strickler Peterson Cattle
Address: 10333 280th Ave NW
City, State, Zip: Euclid, MN, 56722
Phone No.: 218-289-7333

Brent Strickler — 12-30-2019

***Signature*** ***Date***

POLK COUNTY HIGHWAY DEPARTMENT
820 Old Highway 75 So.
Crookston, MN 56716
218-281-3952

**"QUOTE"**

**FARM LAND RENTAL/LEASE**

Closing date: December 31, 2019

Sealed Quotes will be RECEIVED until 4:30 P.M. December 31, 2019 by the Polk County Highway Department Office in Crookston, Minnesota for the Rental/lease of County Property - farmland to be used for pasture and hay stumpage. Property is located in Section 22 of Liberty Township.

**Legal Description:**

The Northwest one quarter Section 22 T147N, R45W.

The term of this lease shall be for a period of three (3) years, commencing on January 1, 2020 and ending on December 31, 2022. Fee to be payable in advance of the First Day of January of each year.

**Minimum Quote $600.00/Year**

Total Net Bid: $ 610 00 **per year**

Name: Pat Taylor

Address: ~~[illegible]~~ 15137 430th St SW

City, State Zip: Fertile MN 56540

Telephone# 218 945 6552

| | |
|---|---|
| Pat Taylor | 12-31-19 |
| **Signature** | **Date** |

December 13, 2019

Pat Taylor
15137 430th St SW
Fertile, MN 56540

Re: Farm Land Rental/Lease Agreement – Liberty Pit

Dear Mr. Taylor:

Our office is writing to inform you that the property located in Section 22 of Liberty Township that you currently lease is coming up on its expiration date. Enclosed you will find a copy of the ad that Polk County will be advertising in the paper for its next rental/lease agreement. Our office is also including the Quote Form for the rental/lease of the land in case you should chose to bid again.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call our office at (218) 281-3952.

Sincerely,

Richard C. Sanders, P.E.
Polk County Engineer

RCS:ems

Enclosure

# ***FARM LAND RENTAL/LEASE***

The Polk County Highway Department is soliciting Quotes until 4:30pm, December 31, 2019 for rental/lease of County Property - farmland to be used for pasture and hay stumpage. The property is located in Section 22 of Liberty Township. The total acreage available is approximately 150 acres, more or less. A legal description and information regarding the rental/lease of this property is available at the Polk County Highway Department. If you are interested, please call our office: 218-281-3952 or visit our Highway Department office at 820 Old Highway 75 South in Crookston, MN for more information. Office hours: 8-4:30 Monday-Friday.

# 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: 02-04-2020

AGENDA ITEM: Certificate of Performance/Final Acceptance SAP 060-111-001

Certificate of Performance/Final Acceptance SAP 060-661-013

SUMMARY:

1. Agassiz Asphalt LLC has completed all work on SAP 060-111-001, SAP 060-661-013 Mill and Overlay of CSAH 111, 61 in Fisher, MN
2. All items are verified and contract is ready to final.
3. Original Contract Value was $281, 078.00
4. Total value of work certified $314,890.00

ACTION REQUESTED:

Motion by _____ Seconded by _____ to approve the Certificate of Performance/Certificate of Final Acceptance for SAP 060-111-001 and SAP 060-661-013 and allow the County Engineer to sign the Certificate of Performances and the County Engineer and County Administrator to sign the Final Voucher.

I:\FORMS\CertPerf BLK
Taken to the Board
Over/~~Underrun~~ 5,532.50

TO: The Honorable Board of County Commissioners

Polk County, Minnesota

FROM: County Highway Engineer

Polk County, Minnesota

# *CERTIFICATE OF PERFORMANCE*
## COUNTY OF POLK

**Project No.** SAP 060-111-001

**Name of Contractor:** Agassiz Asphalt LLC

**Contract No.** _____

**Total Value of Work:** $75,627.00

**Original Contract Amount:** $81,159.50

I HEREBY CERTIFY to the Board of Commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

_____
County Highway Engineer

I:\FORMS\CertPerf BLK
Taken to the Board
Over/Underrun 28,279.50

TO: The Honorable Board of County Commissioners

Polk County, Minnesota

FROM: County Highway Engineer

Polk County, Minnesota

# *CERTIFICATE OF PERFORMANCE*
## COUNTY OF POLK

**Project No.** SAP 060-661-013

**Name of Contractor:** Agassiz Asphalt LLC

**Contract No.** _____

**Total Value of Work:** $ 233,730.50

**Original Contract Amount:** $ 205,451.00

I HEREBY CERTIFY to the Board of Commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

_____
County Highway Engineer

# POLK COUNTY HIGHWAY DEPT.

820 Old Highway 75 South
Crookston, MN 56716
Project SAP 060-661-013 [1254] - CSAH 61
Project SAP 060-111-001 [1257] - CSAH 111
Contract Final Pay Request No. 3

Contractor: Agassiz Asphalt, LLC
67 State St
Newfolden, MN 56738

Contract No. 6013
Vendor No. N/A
For Period: 7/17/2019 - 9/18/2019
Warrant # _____ Date _____

**Contract Amounts**

| | |
|---|---|
| Original Contract | $281,078.00 |
| Contract Changes | $0.00 |
| Revised Contract | $281,078.00 |

**Funds Encumbered**

| | |
|---|---|
| Original | $281,078.00 |
| Additional | N/A |
| Total | $281,078.00 |

| | Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|---|---|---|---|---|---|---|
| SAP 060-661-013 [1254] | $0.00 | $233,730.50 | $0.00 | $222,043.97 | $11,686.53 | $233,730.50 |
| | | | Percent Retained: 0.0000% | | | |
| SAP 060-111-001 [1257] | $0.00 | $81,159.50 | $0.00 | $77,101.52 | $4,057.98 | $81,159.50 |
| | | | Percent Retained: 0.0000% | | | |
| | | | | | | |
| Contract 6013 | $0.00 | $314,890.00 | $0.00 | $299,145.49 | $15,744.51 | $314,890.00 |
| | | | Percent Retained: 0.0000% | | | |
| | | | | Amount Paid This Contract Final Pay Request | $15,744.51 | |

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

County/City/Project Engineer

Date

Approved By Agassiz Asphalt, LLC

Contractor

1-9-20

Date

**POLK COUNTY HIGHWAY DEPT.**
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-661-013 [1254], SAP 060-111-001 [1257]
Contract Final Pay Request No. 3

## Contract Payment Summary

| From Date | To Date | Work Certified Per Period | Amount Retained Per Period | Amount Paid Per Period | Amount Paid To Date |
|---|---|---|---|---|---|
| 04/01/2019 | 06/20/2019 | $80,671.50 | $4,033.58 | $76,637.92 | $76,637.92 |
| 05/01/2019 | 06/20/2019 | $232,438.50 | $11,621.93 | $220,816.57 | $297,454.49 |
| 06/21/2019 | 07/16/2019 | $1,780.00 | $89.00 | $1,691.00 | $299,145.49 |
| 07/17/2019 | 09/18/2019 | $0.00 | ($15,744.51) | $15,744.51 | $314,890.00 |
| | **Totals:** | **$314,890.00** | **$0.00** | **$314,890.00** | |

## SAP 060-661-013 [1254] Payment Summary

| No. | From Date | To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
|---|---|---|---|---|---|
| 1 | 05/01/2019 | 06/20/2019 | $232,438.50 | $11,621.93 | $220,816.57 |
| 2 | 06/21/2019 | 07/16/2019 | $1,292.00 | $64.60 | $1,227.40 |
| 3 | 07/17/2019 | 09/18/2019 | $0.00 | ($11,686.53) | $11,686.53 |
| | | **Totals:** | **$233,730.50** | **$0.00** | **$233,730.50** |

## SAP 060-111-001 [1257] Payment Summary

| No. | From Date | To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
|---|---|---|---|---|---|
| 1 | 04/01/2019 | 06/20/2019 | $80,671.50 | $4,033.58 | $76,637.92 |
| 2 | 06/21/2019 | 07/16/2019 | $488.00 | $24.40 | $463.60 |
| 3 | 07/17/2019 | 09/18/2019 | $0.00 | ($4,057.98) | $4,057.98 |
| | | **Totals:** | **$81,159.50** | **$0.00** | **$81,159.50** |

**POLK COUNTY HIGHWAY DEPT.**
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-661-013 [1254], SAP 060-111-001 [1257]
Contract Final Pay Request No. 3

## Polk County Highway Department
## Certificate of Final Contract Acceptance

**Low S.P. No.: SAP 060-111-001** **Final Voucher No.: 3** **Contract No.: 6013**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $314,890.00 and agrees to the amount of $15,744.51 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Agassiz Asphalt, LLC By _____

And _____ And _____

State of , Polk County Highway Department

On This 9th Day Jan 2020, Before me appeared Kevin Davidson To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as the free to act and deed

(Corporate Acknowledgment)

Kevin Davidson And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and _____ of the

Agassiz Asphalt LLC Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said he and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in _____ County

Seal Expires _____ Signature _____

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.
This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

**POLK COUNTY HIGHWAY DEPT.**
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-661-013 [1254], SAP 060-111-001 [1257]
Contract Final Pay Request No. 3

## Polk County Highway Department
## Certificate of Final Acceptance
## County Board Acknowledgment

| | |
|---|---|
| Contract Number: | 6013 |
| Contractor: | N/A - Agassiz Asphalt, LLC |
| Date Certified: | 9/18/2019 |
| Payment Number: | 3 |

Whereas; Contract No. 6013 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Polk County Highway Department and authorize final payment as specified herein.

Polk County Highway Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20___

At _____,

Signed By _____
County _____

(SEAL)

# POLK COUNTY HIGHWAY DEPT.

820 Old Highway 75 South
Crookston, MN 56716
Project SAP 060-661-013 [1254] - CSAH 61
Final Pay Request No. 3

Contractor: Agassiz Asphalt, LLC
67 State St
Newfolden, MN 56738

Contract No. 6013
Vendor No. N/A
For Period: 7/17/2019 - 9/18/2019
Warrant # _____ Date _____

**Contract Amounts**

| | |
|---|---|
| Original Contract | $205,451.00 |
| Contract Changes | $0.00 |
| Revised Contract | $205,451.00 |

**Work Certified To Date**

| | |
|---|---|
| Base Bid Items | $233,730.50 |
| Backsheet | $0.00 |
| Change Order | $0.00 |
| Supplemental Agreement | $0.00 |
| Work Order | $0.00 |
| Material On Hand | $0.00 |
| Total | $233,730.50 |

**Funds Encumbered**

| | |
|---|---|
| Original | $205,451.00 |
| Additional | N/A |
| Total | $205,451.00 |

| | Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|---|---|---|---|---|---|---|
| SAP 060-661-013 [1254] | $0.00 | $233,730.50 | $0.00 | $222,043.97 | $11,686.53 | $233,730.50 |
| | | | Percent Retained: 0.0000% | | | |
| | | | | **Amount Paid This Final Pay Request** | **$11,686.53** | |

POLK COUNTY HIGHWAY DEPT.
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-661-013 [1254]
Final Pay Request No. 3

## SAP 060-661-013 [1254] Payment Summary

| No. | From Date | To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
|---|---|---|---|---|---|
| 1 | 05/01/2019 | 06/20/2019 | $232,438.50 | $11,621.93 | $220,816.57 |
| 2 | 06/21/2019 | 07/16/2019 | $1,292.00 | $64.60 | $1,227.40 |
| 3 | 07/17/2019 | 09/18/2019 | $0.00 | ($11,686.53) | $11,686.53 |
| | | **Totals:** | **$233,730.50** | **$0.00** | **$233,730.50** |

## SAP 060-661-013 [1254] Funding Category Report

| Funding Category No. | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|---|---|---|---|---|---|
| 000 | 233,730.50 | 0.00 | 222,043.97 | 11,686.53 | 233,730.50 |
| **Totals:** | **$233,730.50** | **$0.00** | **$222,043.97** | **$11,686.53** | **$233,730.50** |

## SAP 060-661-013 [1254] Funding Source Report

| Accounting No. | Funding Source | Amount Paid This Request | Revised Contract Amount | Funds Encumbered To Date | Paid To Contractor To Date |
|---|---|---|---|---|---|
| 1254 | Municipal (MSAS > 5000) | 11,686.53 | 205,451.00 | 205,451.00 | 233,730.50 |
| | **Totals:** | **$11,686.53** | **$205,451.00** | **$205,451.00** | **$233,730.50** |

**POLK COUNTY HIGHWAY DEPT.**
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-661-013 [1254]
Final Pay Request No. 3

**SAP 060-661-013 [1254] Project Item Status**

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| **SAP060-661-013** | | | | | | | | | |
| 1 | 2104.503 | REMOVE CURB & GUTTER | L F | $10.00 | 369 | 0 | $0.00 | 379 | $3,790.00 |
| 2 | 2104.518 | REMOVE CONCRETE SIDEWALK | S F | $3.00 | 1333 | 0 | $0.00 | 1530 | $4,590.00 |
| 3 | 2104.618 | REMOVE AND REPLACE BITUMINOUS PAVEMENT | S F | $13.00 | 755 | 0 | $0.00 | 948 | $12,324.00 |
| 4 | 2232.504 | MILL BITUMINOUS SURFACE (1.5") | S Y | $2.00 | 14000 | 0 | $0.00 | 13193 | $26,386.00 |
| 16 | 2301.602 | DRILL & GROUT DOWEL BAR (EPOXY COATED) | EACH | $10.00 | 200 | 0 | $0.00 | 200 | $2,000.00 |
| 5 | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (2,B) | TON | $92.50 | 1200 | 0 | $0.00 | 1491 | $137,917.50 |
| 6 | 2504.602 | ADJUST CURB BOX | EACH | $250.00 | 9 | 0 | $0.00 | 6 | $1,500.00 |
| 7 | 2506.502 | ADJUST FRAME & RING CASTING | EACH | $500.00 | 2 | 0 | $0.00 | 2 | $1,000.00 |
| 8 | 2521.618 | CONCRETE WALK | S F | $8.00 | 1484 | 0 | $0.00 | 1622 | $12,976.00 |
| 9 | 2531.603 | CONCRETE CURB & GUTTER | L F | $40.00 | 370 | 0 | $0.00 | 377 | $15,080.00 |
| 10 | 2531.618 | TRUNCATED DOMES | S F | $75.00 | 119 | 0 | $0.00 | 119 | $8,925.00 |
| 11 | 2563.601 | TRAFFIC CONTROL | LS | $2,000.00 | 0.7 | 0 | $0.00 | 0.7 | $1,400.00 |
| 12 | 2574.507 | COMMON TOPSOIL BORROW | C Y | $50.00 | 35 | 0 | $0.00 | 35 | $1,750.00 |
| 13 | 2575.618 | SITE RESTORATION | S F | $250.00 | 13 | 0 | $0.00 | 12 | $3,000.00 |
| 14 | 2582.503 | 4" SOLID LINE PAINT | L F | $2.00 | 350 | 0 | $0.00 | 0 | $0.00 |
| 15 | 2582.503 | 4" BROKEN LINE PAINT | L F | $2.00 | 500 | 0 | $0.00 | 546 | $1,092.00 |
| | | | | | **Totals For SAP060-661-013:** | | **$0.00** | | **$233,730.50** |
| | | | | | **Project Totals:** | | **$0.00** | | **$233,730.50** |

# POLK COUNTY HIGHWAY DEPT.

820 Old Highway 75 South
Crookston, MN 56716
Project SAP 060-111-001 [1257] - CSAH 111
Final Pay Request No. 3

Contractor: Agassiz Asphalt, LLC
67 State St
Newfolden, MN 56738

Contract No. 6013
Vendor No. N/A
For Period: 7/17/2019 - 9/18/2019
Warrant # _____ Date _____

**Contract Amounts**

| | |
|---|---|
| Original Contract | $75,627.00 |
| Contract Changes | $0.00 |
| Revised Contract | $75,627.00 |

**Work Certified To Date**

| | |
|---|---|
| Base Bid Items | $81,159.50 |
| Backsheet | $0.00 |
| Change Order | $0.00 |
| Supplemental Agreement | $0.00 |
| Work Order | $0.00 |
| Material On Hand | $0.00 |
| Total | $81,159.50 |

**Funds Encumbered**

| | |
|---|---|
| Original | $75,627.00 |
| Additional | N/A |
| Total | $75,627.00 |

| | Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|---|---|---|---|---|---|---|
| SAP 060-111-001 [1257] | $0.00 | $81,159.50 | $0.00 | $77,101.52 | $4,057.98 | $81,159.50 |
| | | | Percent Retained: 0.0000% | | | |
| | | | | **Amount Paid This Final Pay Request** | **$4,057.98** | |

POLK COUNTY HIGHWAY DEPT.
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-111-001 [1257]
Final Pay Request No. 3

## SAP 060-111-001 [1257] Payment Summary

| No. | From Date | To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
|---|---|---|---|---|---|
| 1 | 04/01/2019 | 06/20/2019 | $80,671.50 | $4,033.58 | $76,637.92 |
| 2 | 06/21/2019 | 07/16/2019 | $488.00 | $24.40 | $463.60 |
| 3 | 07/17/2019 | 09/18/2019 | $0.00 | ($4,057.98) | $4,057.98 |
| | | **Totals:** | **$81,159.50** | **$0.00** | **$81,159.50** |

## SAP 060-111-001 [1257] Funding Category Report

| Funding Category No. | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|---|---|---|---|---|---|
| 000 | 81,159.50 | 0.00 | 77,101.52 | 4,057.98 | 81,159.50 |
| **Totals:** | **$81,159.50** | **$0.00** | **$77,101.52** | **$4,057.98** | **$81,159.50** |

## SAP 060-111-001 [1257] Funding Source Report

| Accounting No. | Funding Source | Amount Paid This Request | Revised Contract Amount | Funds Encumbered To Date | Paid To Contractor To Date |
|---|---|---|---|---|---|
| 1257 | Municipal (MSAS > 5000) | 4,057.98 | 75,627.00 | 75,627.00 | 81,159.50 |
| | **Totals:** | **$4,057.98** | **$75,627.00** | **$75,627.00** | **$81,159.50** |

**POLK COUNTY HIGHWAY DEPT.**
820 Old Highway 75 South
Crookston, MN 56716
Project No. SAP 060-111-001 [1257]
Final Pay Request No. 3

**SAP 060-111-001 [1257] Project Item Status**

| Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| **SAP 060-111-001** | | | | | | | | | |
| 1 | 2104.503 | REMOVE CURB & GUTTER | L F | $10.00 | 124 | 0 | $0.00 | 122 | $1,220.00 |
| 2 | 2104.518 | REMOVE CONCRETE SIDEWALK | S F | $3.00 | 402 | 0 | $0.00 | 476 | $1,428.00 |
| 3 | 2104.618 | REMOVE AND REPLACE BITUMINOUS PAVEMENT | S F | $13.00 | 248 | 0 | $0.00 | 660 | $8,580.00 |
| 4 | 2232.504 | MILL BITUMINOUS SURFACE (1.5") | S Y | $2.00 | 5000 | 0 | $0.00 | 4280 | $8,560.00 |
| 16 | 2301.602 | DRILL & GROUT DOWEL BAR (EPOXY COATED) | EACH | $10.00 | 50 | 0 | $0.00 | 50 | $500.00 |
| 5 | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (2,B) | TON | $92.50 | 400 | 0 | $0.00 | 423 | $39,127.50 |
| 6 | 2504.602 | ADJUST CURB BOX | EACH | $250.00 | 4 | 0 | $0.00 | 1 | $250.00 |
| 7 | 2506.502 | CASTING ASSEMBLY | EACH | $1,000.00 | 3 | 0 | $0.00 | 3 | $3,000.00 |
| 8 | 2521.618 | CONCRETE WALK | S F | $8.00 | 604 | 0 | $0.00 | 707 | $5,656.00 |
| 9 | 2531.603 | CONCRETE CURB & GUTTER | L F | $40.00 | 125 | 0 | $0.00 | 120 | $4,800.00 |
| 10 | 2531.618 | TRUNCATED DOMES | S F | $75.00 | 71 | 0 | $0.00 | 70 | $5,250.00 |
| 11 | 2563.601 | TRAFFIC CONTROL | LS | $2,000.00 | 0.3 | 0 | $0.00 | 0.3 | $600.00 |
| 12 | 2574.507 | COMMON TOPSOIL BORROW | C Y | $50.00 | 15 | 0 | $0.00 | 13 | $650.00 |
| 13 | 2575.618 | SITE RESTORATION | S F | $250.00 | 5 | 0 | $0.00 | 5 | $1,250.00 |
| 14 | 2582.503 | 4" SOLID LINE PAINT | L F | $2.00 | 150 | 0 | $0.00 | 0 | $0.00 |
| 15 | 2582.503 | 4" BROKEN LINE PAINT | L F | $2.00 | 200 | 0 | $0.00 | 144 | $288.00 |
| | | | | | **Totals For SAP 060-111-001:** | | **$0.00** | | **$81,159.50** |
| | | | | | **Project Totals:** | | **$0.00** | | **$81,159.50** |

# 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: 2/04/2020

AGENDA ITEM: MNDOT Federal Participation in Advance Construction Agreement 1036081

SUMMARY:

1. Will be overlaying CSAH 16 from TH 75 to CSAH 9 using Federal Funds.
2. These Funds are 2021 funds and will be available in October of 2020
3. Need to approve agreement so we can let this spring and construct this summer

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to approve Agreement 1036081 and allow the Administrator and Board Chair to sign the agreement

Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

January 3, 2020

Richard Sanders
Polk County Engineer
820 Old Highway 75 South
Crookston, MN 56716

SUBJECT: **SP 060-616-010, STPF 6020(172)**
**CSAH 16 Bituminous overlay and aggregate shoulders**
**MnDOT Contract Number 1036081**

Dear Mr. SANDERS:

Attached are two copies of the agency agreement between the Polk County and MnDOT, which allows for MnDOT to act as the Local Government's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2021 or sooner as funds are available.

Please review and if approved, have all two copies signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

Lynnette Roshell

Digitally signed by Lynnette Roshell
Date: 2020.01.03 10:59:12 -06'00'

Lynnette Roshell, PE
Project Development Engineer

Enclosures
Cc: *Lou Tasa* —DSAE
Cindy Degener—Finance
File

DEPARTMENT OF TRANSPORTATION

**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

**for**

**FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION**

**State Project Number: 060-616-010**

**FAIN Number: STPF 6020(172)**

This agreement is entered into by and between Polk County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

1. MnDOT Contract Number 1030060 which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project to rehabilitate County State Aid Highway 16 with a bituminous overlay and aggregate shouleders, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2021, and is identified in MnDOT records as State Project 060-616-010, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPF 6020(172); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

**1. Term of Agreement**

1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily

fulfilled, whichever occurs first.

2. **Local Government's Duties**

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number 1030060, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. **MnDOT's Duties**

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number 1030060, which is incorporated herein by reference.

3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.

3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. **Time**

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date.**

5. **Payment**

5.1. It is estimated that the total cost of the Project is $605,000. The remaining share will be paid by the Local Government. Up to 80% of the costs will be eligible for Surface Transportation funds in federal fiscal year 2021. This amount is $450,000.

5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2020 for federal fiscal year 2021. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number 1030060, which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. **Authorized Representatives**

6.1. MnDOT's Authorized Representative is:

Name: Lynnette Roshell, or her successor.

Title: State Aid, Special Projects

Phone: 651-366-3822

Email: lynnette.roshell@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Richard Sanders, or his successor.

Title: Polk County Engineer

Phone: 218-470-8253

Email: rsanders@co.polk.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

**7. Assignment Amendments, Waiver, and Agreement Complete**

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2. **Amendments.** Any amendments 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.

7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

**8. Liability and Claims**

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are

recommended by MnDOT.

9. **Audits**

9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

9.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 Local Government or MnDOT.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs 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.

13. **Termination; Suspension**

13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination.

However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

17.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

17.1.2. **Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

17.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

17.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

17.4. **Federal Funding Accountability and Transparency Act (FFATA).**

17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be

obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**Polk County**
Polk County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

**DEPARTMENT OF TRANSPORTATION**

By:_____

Title: State Aid Engineer

Date:_____

**COMMISSIONER OF ADMINISTRATION**

By:_____

Date:_____

## SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Polk County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the * ( *Chairman* ) and the * ( *Auditor* ) are hereby authorized and directed for and on behalf of Polk County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1036081," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

**Titles of persons authorized to sign on behalf of the* City/County*

## SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF_____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Polk County name at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

_____

Auditor

Notary Public

My Commission expires _____

**(SEAL)**

# 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: 2/04/2020

AGENDA ITEM: January 31, 2020 Lettings for Gravel Road Stabilization, Gravel Stockpile, Crackfill, Equipment Rental.

SUMMARY:

1. Polk County Let Bids on January 31, 2020 at 11:00 am for Gravel Road Stabilization, Gravel Stockpile, Crackfill, and Equipment Rental.
2. Abstracts will be handed out at the board meeting for each.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to award the Gravel Road Stabilization Contract to _____.
2. A motion by _____ seconded by _____ to award the Gravel Stockpile Contract to _____.
3. A motion by _____ seconded by _____ to award the Crackfill Contract to _____.
4. A motion by _____ seconded by _____ to award the Equipment Rental Bids to all that bid.

# Board of Commissioners

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

**TO:** POLK COUNTY BOARD OF COMMISSIONERS

**FROM:** Sheriff James Tadman

**MEETING DATE:** 02/04/2020

**AGENDA ITEM:**

1. 2019 Emergency Management Performance Grant Agreement

**SUMMARY:**

1. Minnesota Department of Public Safety (State) Grant Agreement for 2019.
   Original Agreement $25,229.00 and Matching Requirement $25,229.00

**ACTION REQUESTED:**

1. Approve and Sign 2019 Emergency Management Performance Grant.

# IMPORTANT SIGNATURE REQUIREMENTS

Authorization to execute grant agreements/amendments can be conferred by:
1) Statute, 2) Bylaws, or 3) Resolution

Resolution is not needed if the authorized officials below are signing the grant agreement. These officials may confer their grant signing authority to others by resolution, and they are the only acceptable signature on a resolution:

| | |
|---|---|
| Statutory Cities | Mayor and City Clerk |
| County | Board Chair and Clerk of the Board |
| Non-Profit | Board Chair, or official authorized in bylaws |

**Legal authority for signing contracts for cities and counties is identified in statute.** If not signed by the office/official(s) identified in statute, the authority may be delegated by resolution from the city council or county board. If a resolution delegates to more than one person and if the word "**and**" is used between the names, then **all named individuals must sign.** If a resolution uses the word "**or**" between the names, then **either individual may sign** the contract.

**Statutory Cities:** MS. 412.201 Execution of instruments

> "Every contract, conveyance, license or other written instrument shall be executed on behalf of the city by the mayor and clerk, with the corporate seal affixed, and only pursuant to authority from the council."
>
> https://www.revisor.leg.state.mn.us/statutes/?id=412.201

**Home Rule Charter Cities:** MS. 410. Minneapolis, St. Paul and Duluth are the three Home Rule Charter Cities, sometimes referred to as "Cities of the First Class". All three cities pass Resolutions that name an office/official(s) as authorized to sign a contract.

**County Board:** MS. 375.13 Chair

> "The county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair's duties. If the chair or the vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk."
>
> https://www.revisor.leg.state.mn.us/statutes/?id=375.13

| | |
|---|---|
| **Minnesota Department of Public Safety ("State")**<br>Homeland Security and Emergency Management Division<br>445 Minnesota Street, Suite 223<br>St. Paul, Minnesota 55101-2190 | **Grant Program:**<br>2019 Emergency Management Performance Grant<br><br>**Grant Agreement No.:**<br>A-EMPG-2019-POLKCO-063 |
| **Grantee:**<br>Polk County<br>612 North Broadway<br>Crookston, MN 56716-1452 | **Grant Agreement Term:**<br>**Effective Date:** 01/01/2019<br>**Expiration Date:** 01/31/2020 |
| **Grantee's Authorized Representative:**<br>Polk County Sheriff's Office / Emergency Management<br>ATTN: Jody Beauchane – Emergency Management Director<br>600 Bruce Street<br>Crookston, MN 56716-2918<br>Phone: 218-470-8263<br>E-mail: jody.beauchane@co.polk.mn.us | **Grant Agreement Amount:**<br>Original Agreement $ 25,229.00<br><br>Matching Requirement $ 25,229.00 |
| **State's Authorized Representative:**<br>Kyle Temme<br>Homeland Security and Emergency Management<br>445 Minnesota St., Suite 223<br>St. Paul, Minnesota 55101-2190<br>Phone: 651-201-7420<br>E-mail: kyle.temme@state.mn.us | Federal Funding: CFDA 97.042<br>FAIN: EMC-2019-EP-00002<br><br>State Funding: None<br>Special Conditions: None |

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

***Term:*** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2019 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/egrants), which are incorporated by reference into this grant agreement.

***Budget Revisions:*** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

***Matching Requirements:*** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

***Payment:*** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

***Certification Regarding Lobbying:*** (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: _____

Date: _____

**3. STATE AGENCY**

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2019-POLKCO-063 / PO# 3000064312

**2. GRANTEE**

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2019 (EMPG) Emergency Management Performance Grant

EXHIBIT A

Organization:
Polk County

Budget Summary (Report)

A-EMPG-2019-POLKCO-063

| EMPG | | |
|---|---|---|
| **Budget Category** | **Award** | **Match** |
| Planning | | |
| Wages & Benefits | $25,229.00 | $25,229.00 |
| **Total** | $25,229.00 | $25,229.00 |
| **Total** | $25,229.00 | $25,229.00 |
| **Allocation** | $25,229.00 | $25,229.00 |
| **Balance** | $0.00 | $0.00 |

# Board of Commissioners

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

**TO:** POLK COUNTY BOARD OF COMMISSIONERS

**FROM:** Sheriff James Tadman

**MEETING DATE:** 02/04/2020

**AGENDA ITEM:**

1. Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant
2. Resolution (2020-15) Authorizing Participation In Planning Process & Execution Agreement

**SUMMARY:**

1. Hazard Mitigation Assistance Agreement is a cost share grant program with FEMA paying 75% of eligible costs and local community being responsible for the remaining 25% of the costs.
2. Resolution Authorizing Participation In Planning Process & Execution Agreement

**ACTION REQUESTED:**

1. Approve and Sign Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant
2. Approve Resolution (2020-15) Authorizing Participation In Planning Process & Execution Agreement

**State of Minnesota**
**Department of Public Safety**
**Division of Homeland Security and Emergency Management**
**445 Minnesota Street, Suite 223**
**St. Paul, MN 55101-6223**

# Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant

## Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards.

This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

## Responsibilities

The State will be hiring consultants and is responsible for 75% of costs of the plan. The jurisdiction is responsible for collaborating, coordinating and communicating with HSEM staff and contractor to assist in the development of a FEMA approved and adopted Hazard Mitigation Plan update.

1. **Resolution**
   To ensure your contribution in the HMP Update process, we request your jurisdiction pass a resolution indicating the desire to participate in this program.

2. **Letter of Commitment of Funds**
   As part of the documentation submitted to FEMA, a Letter of Commitment of Funds for the 25% local match of in-kind services is required. A template is provided to estimate in-kind match, please fill out attached budget sheet and provide required documentation.

**County Staff** – Provide County staff (base plus fringe) breakout for project manager, staff support, subcommittee reps, technical experts, etc. provided by payroll system.

**Hazard Mitigation Plan Update Process**

The mitigation plan update process is a coordinated effort typically lead by the county Emergency Management Director (EMD) and other staff. The Scope of Work (SOW) includes steps that lead to a FEMA approved multijurisdictional mitigation plan in normally 18 months. The SOW includes:

- **Planning Process:** A contract between the county and the state is approved. The county EMD coordinates with its consultant to develop a schedule for team and public meetings. The county assists with acquiring data for the plan update and coordinates with other county agencies to participate in the plan update process. This step provides the scope for the entire update process until the plan is sent for review. The EMD will be responsible for submitting quarterly narrative reports detailing progress and delays. The county and its consultant will also track local match to be used for financial reporting. Also, team members are responsible for coordinating reviews with their staff and elected officials.

- **Risk Assessment**: The EMD and mitigation team will review the hazards from the initial plan and determine which ones will continue to be profiled. New hazards may be added. All hazards will conform to the terminology in the State Mitigation Plan. The consultant will then develop the Risk and Vulnerability assessment based on the hazards. The EMD will participate in any surveys and reviews of the draft risk assessment and give input to the consultant.

- **Mitigation Actions:** The mitigation actions are based on hazards in the risk assessment and the actions found in the initial plan. The consult will facilitate this review with the mitigation team and include new mitigation action.

- **Draft Plan and Public Review:** The consultant completes the first draft of the mitigation plan. A public notice is given for jurisdictions to participate in meetings or give electronic input to the plan. This input is documented and factored into the plan. The EMD will follow local policy as far as having the county board and other elected/appointed bodies review the plan.

- **Review:** After all input is reviewed then the plan is sent to the state mitigation staff for review. The consultant will also provide a matrix to show how the plan meets requirements. The coordinated review between state mitigation staff and FEMA may take up to 90 days. Revisions may extend the time to have the plan meet requirements.

- **Plan Adoption and Approval**: FEMA will send a letter stating that the plan meets requirements and that it needs to be adopted to become approved. The EMD coordinates an adoption of the plan by resolution of the county board. The resolution and final copy of the plan is sent to state mitigation staff. The EMD will obtain resolutions adopting the plan from the other jurisdictions (cities) participating in the update process and send to state mitigation staff. FEMA will then approve those jurisdictions.

- **Project Closeout**: FEMA approval of the county marks the completion of the project. EMDs and counties will reconcile accounts for local match and provide any documentation.

# Hazard Mitigation Plan Update Application

| County Name |
|---|
| Polk |

| Contact Name | Title | Agency |
|---|---|---|
| Jody Beauchane | E.M. Director | Sheriff's Office |
| **City, State, Zip Code** | **Email** | **Phone** |
| Crookston, MN 56716 | Jody.beauchane@co.polk.mn.us | 218-470-8263 |
| **Alternate Contact Name** | **Title** | **Email/phone** |
| **James Tadman** | **Sheriff** | **james.tadman@co.polk.mn.us** |

## Match and/or In-Kind Budget (Estimate – update based on actual)

| Item | Item Description | Units | Unit of Measurement | Cost | Total |
|---|---|---|---|---|---|
| 1 | County Staff* | 126 | hours | $ 54.21 | $ 6,830.46 |
| 2 | City Staff* | 100 | hours | $ 28.15 | $ 2,815.00 |
| 3 | Public Participation | 100 | hours | $ 28.15 | $ 2,815.00 |
| 4 | Cash | | | | |
| | | | | | $12,460.46 |
| | Total Match | Must be at least $11,500 | | | |

*Any city or county staff funded by 100% EMPG or other Federal grant programs **are not eligible** to use salary.

**County Staff** – Provide County staff (base plus fringe) breakout for project manager, staff support, technical experts, etc. provided by payroll system.

**City Staff** - Use the standard rate $28.15 (or document actual rates, if available)

**Public Participation** - Use the standard Minnesota 2018 volunteer rate of $28.15. This may be updated for 2019. https://independentsector.org/resource/vovt_details/

## Certification:

Printed name Signature Title Date

**Letter of Commitment of Funds**

Polk County Emergency Management
*600 Bruce St.*
*Crookston, MN 56716*

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, Polk County Emergency Management hereby commits the matching funds necessary for the proposed *Polk County Hazard Mitigation Plan update*

After FEMA approval and during project implementation, the *Polk County Emergency Management* acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a minimum of $11,500 in local matching funds to comply with all grant cost share requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and hereby authorize the use of these non-federal funds for this proposed project.

_____ _____
Signature of Authorized Representative Date

_____ _____
Signature of Authorized Representative Date

_____ _____
Signature of Authorized Representative Date

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

**RESOLUTION (2020-15)**

**Resolution Authorizing Participation In Planning Process And Execution Agreement**

The following resolution (2020-15) was offered by Commissioner:

WHEREAS, the County of Polk is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE BE IT RESOLVED, that Polk County will enter into an agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the Polk County Hazard Mitigation

plan. Commissioner Garry Willhite Board Chair is hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to implement the plan on behalf of Polk County Emergency Management, Polk County MN.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: NAYS:

STATE OF MINNESOTA)
) ss.
COUNTY OF POLK )

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 4th day of February 2020 and that the same is true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 4th day of February, 2020.

_____
Charles S. Whiting
Polk County Administrator
Clerk of the Board

# 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: Mark Landsverk, County Assessor

MEETING DATE: February 4, 2020

AGENDA ITEM: County Board of Appeal and Equalization

SUMMARY: Set date for County Board of Appeal and Equalization for 2020 Assessment. Polk County calendar already lists time and date as June 16, 2020 at 6 pm.

ACTION REQUESTED: Motion to set date for County Board of Appeal and Equalization.

1. A motion was made by Commissioner and seconded by Commissioner to set the date and time for the County Board of Equalization for June at pm.

# 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: Mark Landsverk, Polk County Assessor

MEETING DATE: February 4, 2020

AGENDA ITEM: Board Notification of Clerical changes and Abatement updates.

SUMMARY: Re-Submission of Clerical changes to 2019 Assessment and submission of full 2019 Abatement List.

ACTION REQUESTED: Acknowledge receipt of notification.

1. A motion was made by Commissioner and seconded by Commissioner to acknowledge receipt of the list of Clerical Changes and the Notification of changes to the 2019 Assessment.

# 2019 ABATEMENT ANNUAL REPORT

| PARCEL NUMBER | JURISDICTION | APPLICANT NAME | DATE | ABATEMENT TYPE | TAX YEAR | APPROVED OR DENIED | DENIAL REASON | REASON FOR CHANGE | TYPE | ORIGINAL TAXES PAYABLE | CORRECTED TAXES PAYABLE | TOTAL PAID BACK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 04.00077.01 | BELGIUM | SCHULZ, BRIAN | 3/21/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | SNOW DAMAGE | LOCAL OPTION | $ 1,350.00 | $ 1,350.00 | $ - |
| 07.00095.00 | BRANDT | LARSON, LARRY | 3/18/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | SNOW DAMAGE | LOCAL OPTION | $ 642.00 | $ 616.00 | $ 21.67 |
| 10.10003.00 | CHESTER | ENBRIDGE PIPELINES (SOUTHERN LIGHTS) | 3/18/2019 | LETTER | 2018 | APPROVED | | TAX COURT | VALUATION | $ 8,568.00 | $ 8,602.00 | $ (34.00) |
| 13.00113.00 | CROOKSTON TWN | DELMEDICO ANTHONY | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | VET EXCLUSION | $ 1,752.00 | $ 156.00 | $ 1,596.00 |
| 16.10005.00 | EDEN | ENBRIDGE PIPELINES (SOUTHERN LIGHTS) | 3/18/2019 | LETTER | 2018 | APPROVED | | TAX COURT | VALUATION | $ 4,046.00 | $ 4,060.00 | $ (14.00) |
| 24.00027.01 | FISHER | ENGEL, RALEIGH ETAL | 4/25/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,916.00 | $ 1,438.00 | $ 478.00 |
| 24.00028.00 | FISHER | ENGEL, RALEIGH ETAL | 4/25/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,032.00 | $ 774.00 | $ 258.00 |
| 28.00088.00 | GARFIELD | MORVIG, CHESTER ETAL | 5/7/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 438.00 | $ 220.00 | $ 218.00 |
| 28.00196.00 | GARFIELD | MORVIG, CHESTER ETAL | 5/7/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 4,222.00 | $ 1,836.00 | $ 2,386.00 |
| 29.00124.03 | GENTILLY | GROVE, CHERYL | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,626.00 | $ 1,436.00 | $ 190.00 |
| 30.00050.01 | MAPLE LAKE | RAMBERG, ROBERT | 5/31/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 132.00 | $ 66.00 | $ 66.00 |
| 30.00517.00 | MAPLE LAKE | RAMBERG, ROBERT | 5/31/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 3,234.00 | $ 2,128.00 | $ 1,106.00 |
| 33.00128.00 | GULLY | CARLSON, TRAVIS | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 614.00 | $ 308.00 | $ 306.00 |
| 33.10001.00 | GULLY | GREAT LAKES GAS TRANS CO | 3/18/2019 | LETTER | 2019 | APPROVED | | TAX COURT | VALUATION | $ 28,460.00 | $ 24,458.00 | $ 4,002.00 |
| 33.10002.00 | GULLY | GREAT LAKES GAS TRANS CO | 3/18/2019 | LETTER | 2019 | APPROVED | | TAX COURT | VALUATION | $ 44,076.00 | $ 37,698.00 | $ 6,378.00 |
| 33.10003.00 | GULLY | GREAT LAKES GAS TRANS CO | 3/18/2019 | LETTER | 2019 | APPROVED | | TAX COURT | VALUATION | $ 4,190.00 | $ 3,602.00 | $ 588.00 |
| 33.10007.00 | GULLY | ENBRIDGE PIPELINES (SOUTHERN LIGHTS) | 3/18/2019 | LETTER | 2018 | APPROVED | | TAX COURT | VALUATION | $ 8,720.00 | $ 8,748.00 | $ (28.00) |
| 35.00102.00 | HAMMOND | HANSON, BROCK | 12/10/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,846.00 | $ 1,648.00 | $ 1,198.00 |
| 35.00105.01 | HAMMOND | HANSON, BROCK | 5/3/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,456.00 | $ 1,272.00 | $ 1,184.00 |
| 39.00014.00 | HUBBARD | LIAN MARK | 4/17/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 560.00 | $ 34.00 | $ 526.00 |
| 39.00014.03 | HUBBARD | LIAN MARK | 4/17/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 850.00 | $ 712.00 | $ 138.00 |
| 41.00191.00 | JOHNSON | CARLSON, TRAVIS | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 892.00 | $ 496.00 | $ 396.00 |
| 41.00193.00 | JOHNSON | CARLSON, TRAVIS | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,568.00 | $ 784.00 | $ 784.00 |
| 41.00194.00 | JOHNSON | CARLSON, TRAVIS | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,916.00 | $ 958.00 | $ 958.00 |
| 41.00195.00 | JOHNSON | CARLSON, TRAVIS | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,834.00 | $ 918.00 | $ 916.00 |
| 41.10001.00 | JOHNSON | GREAT LAKES GAS TRANS CO | 3/18/2019 | LETTER | 2019 | APPROVED | | TAX COURT | VALUATION | $ 21,202.00 | $ 18,220.00 | $ 2,982.00 |
| 43.00069.01 | KEYSTONE | LARSON, JERRY ETAL | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,722.00 | $ 1,362.00 | $ 1,360.00 |
| 45.00009.00 | KNUTE | HAMRE, WAYNE | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,694.00 | $ 1,576.00 | $ 1,118.00 |
| 45.00167.01 | KNUTE | LINDSETH, DAVID | 5/21/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,294.00 | $ 648.00 | $ 646.00 |
| 45.00172.00 | KNUTE | LINDSETH, DAVID | 5/21/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,566.00 | $ 784.00 | $ 782.00 |
| 54.00017.02 | NORTHLAND | VASEK, RON | 12/5/2019 | LETTER | 2018 | APPROVED | PART OF ABATEMENT GROUP | CLERICAL ERROR | MODIFIER | $ 1,184.00 | $ 682.00 | $ 502.00 |
| 54.00017.02 | NORTHLAND | VASEK, RON | 12/5/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | MODIFIER | $ 1,224.00 | $ 724.00 | $ 500.00 |
| 54.00088.01 | NORTHLAND | VASEK, RON | 12/5/2019 | LETTER | 2018 | APPROVED | PART OF ABATEMENT GROUP | CLERICAL ERROR | LINKING | $ 1,454.00 | $ 1,456.00 | $ (2.00) |
| 54.90001.00 | NORTHLAND | STALLMO, RICHARD | 9/20/2019 | LETTER | 2019 | APPROVED | | APPEAL - MOBILE HOME | VALUATION | $ 40.00 | $ - | $ 40.00 |
| 56.00021.00 | PARNELL | STROOT, DANIEL | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,702.00 | $ 852.00 | $ 850.00 |
| 61.00278.00 | ROSEBUD | BURLINGTON NORTHERN TAX DEPT | 5/2/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | STATE ASSESSED REVISION | $ 47,910.00 | $ 32,000.00 | $ 15,910.00 |
| 62.00007.02 | RUSSIA | HANSON, BRUCE | 4/29/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | SNOW DAMAGE | LOCAL OPTION | $ 98.00 | $ 67.00 | $ 31.00 |
| 63.00081.01 | SANDSVILLE | VASEK, RON | 12/5/2019 | LETTER | 2018 | APPROVED | PART OF ABATEMENT GROUP | CLERICAL ERROR | LINKING | $ 286.00 | $ 362.00 | $ (76.00) |
| 63.00081.06 | SANDSVILLE | VASEK, RON | 12/5/2019 | LETTER | 2018 | APPROVED | PART OF ABATEMENT GROUP | CLERICAL ERROR | LINKING | $ 554.00 | $ 476.00 | $ 78.00 |
| 65.00100.01 | SLETTEN | SONSTELIE, KYLE | 10/10/2019 | INTERNAL | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 1,464.00 | $ 1,204.00 | $ 260.00 |
| 67.00002.00 | TABOR | NOVACEK, WILBUR | 4/16/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | NO CHANGE | LOCAL OPTION | $ 7,682.00 | $ 7,682.00 | $ - |
| 67.00070.00 | TABOR | NOVACEK, WILBUR | 4/16/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | SNOW DAMAGE | LOCAL OPTION | $ 5,146.00 | $ 5,109.00 | $ 30.83 |
| 67.00084.00 | TABOR | SMITH, ANNE | 5/13/2019 | INTERNAL | 2019 | DENIED | LESS THAN $50 | FIRE DAMAGE | LOCAL OPTION | $ 6,314.00 | $ 6,311.00 | $ 2.25 |
| 82.00162.19 | CROOKSTON CITY | DUFAULT, CARY | 5/7/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 1,770.00 | $ 1,438.00 | $ 332.00 |
| 82.01906.00 | CROOKSTON CITY | CROCKER, KEVIN | 4/16/2019 | INTERNAL | 2019 | APPROVED | | REPURCHASED | FORFEITURE | $ 176.00 | $ 1,154.00 | $ (978.00) |
| 82.02183.00 | CROOKSTON | KEIM, RICARDO | 12/5/2019 | INTERNAL | 2019 | APPROVED | | FIRE DAMAGE | LOCAL OPTION | $ 1,542.00 | $ 942.00 | $ 600.00 |
| 82.02326.00 | CROOKSTON | HEBERT, CHRIS | 4/18/2019 | INTERNAL | 2019 | APPROVED | | FIRE DAMAGE | LOCAL OPTION | $ 3,358.00 | $ 1,486.00 | $ 1,872.00 |
| 82.02326.00 | CROOKSTON CITY | HEBERT, CHRIS | 5/21/2019 | BOARD | 2018 | APPROVED | | FIRE DAMAGE | LOCAL OPTION | $ 3,208.00 | $ 2,662.00 | $ 546.00 |
| 82.02637.00 | CROOKSTON | MAGSAM, NATE ETAL | 4/23/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,612.00 | $ 2,308.00 | $ 304.00 |
| 82.03631.00 | CROOKSTON | DANKS, CODY | 3/19/2019 | INTERNAL | 2019 | APPROVED | | FIRE DAMAGE | LOCAL OPTION | $ 7,538.00 | $ 4,946.00 | $ 2,592.00 |
| 83.00255.00 | EGF | BEDNEY, MICHEAL | 12/5/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | VET EXCLUSION | $ 2,908.00 | $ 860.00 | $ 2,048.00 |

| PARCEL NUMBER | JURISDICTION | APPLICANT NAME | DATE | ABATEMENT TYPE | TAX YEAR | APPROVED OR DENIED | DENIAL REASON | REASON FOR CHANGE | TYPE | ORIGINAL TAXES PAYABLE | CORRECTED TAXES PAYABLE | TOTAL PAID BACK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 83.00328.00 | EGF | ARO, CODY | 7/22/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,882.00 | $ 2,602.00 | $ 280.00 |
| 83.01606.00 | EGF | DENNEY, COREY | 5/7/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 5,008.00 | $ 4,828.00 | $ 180.00 |
| 83.01696.00 | EGF | DOUGLAS, RYAN ETAL | 5/6/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 3,090.00 | $ 2,814.00 | $ 276.00 |
| 83.01841.00 | EGF | YOUNGGREN, JESSE | 5/6/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 3,004.00 | $ 2,696.00 | $ 308.00 |
| 83.03601.00 | EGF | ORTZMANN, BRAD | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | VET EXCLUSION | $ 5,016.00 | $ 1,619.31 | $ 3,396.69 |
| 83.04036.00 | EGF | GJESDAL, KRISTI | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | SQUARE FOOTAGE | $ 4,912.00 | $ 4,106.00 | $ 806.00 |
| 83.04036.00 | EGF | GJESDAL, KRISTI | 4/16/2019 | LETTER | 2018 | APPROVED | | CLERICAL ERROR | SQUARE FOOTAGE | $ 4,702.00 | $ 3,936.00 | $ 766.00 |
| 83.04036.00 | EGF | GJESDAL, KRISTI | 4/16/2019 | LETTER | 2017 | APPROVED | | CLERICAL ERROR | SQUARE FOOTAGE | $ 4,632.00 | $ 3,882.00 | $ 750.00 |
| 83.90086.00 | EGF | RAKSTAD, DUANE | 7/22/2019 | LETTER | 2019 | APPROVED | | APPEAL - MOBILE HOME | VALUATION | $ 62.00 | $ 23.00 | $ 39.00 |
| 85.00342.00 | FERTILE | NEPHEW, BRIAN | 5/7/2019 | BOARD | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 1,712.00 | $ 1,362.00 | $ 350.00 |
| 87.00438.00 | FOSSTON | HAUGEN, SHERRI | 7/23/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,422.00 | $ 2,094.00 | $ 328.00 |
| 87.00438.00 | FOSSTON | HAUGEN, SHERRI | 7/23/2019 | LETTER | 2018 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 2,138.00 | $ 1,838.00 | $ 300.00 |
| 87.00447.00 | FOSSTON | NELSON, ADOLPH ETAL | 4/17/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,494.00 | $ 1,096.00 | $ 398.00 |
| 90.00045.00 | McINTOSH | CARVER, CRAIG | 8/12/2019 | INTERNAL | 2019 | APPROVED | | FAILED TO APPLY IN TIMELY MANNER | HOMESTEAD | $ 2,618.00 | $ 2,124.00 | $ 494.00 |
| 90.00250.00 | McINTOSH | FERDEN, OLIVE | 4/16/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 1,236.00 | $ 852.00 | $ 384.00 |
| 91.00093.00 | MENTOR | FRANKLIN, COLE | 6/18/2019 | LETTER | 2019 | APPROVED | | CLERICAL ERROR | HOMESTEAD | $ 436.00 | $ 250.00 | $ 186.00 |
| | | | | | | | | | | | | $ 1,064.00 |

## CLERICAL ERROR REPORT - 2019 ASSESSMENT

**Originally Submitted on 12/17/19, updated 1/29/20**

| PARCEL NUMBER | JURISDICTION | DATE | REASON FOR CHANGE | ORIGINAL 2019 EMV | | | CHANGED 2019 EMV | | | DIFFERENCE | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | LAND | IMPROVEMENTS | TOTAL | LAND | IMPROVEMENTS | TOTAL | LAND | IMPROVEMENTS | TOTAL |
| 82.02903.00 | CROOKSTON CITY | 12/5/2019 | CODING ERROR | $ 49,200.00 | $ 160,500.00 | $ 209,700.00 | $ 49,200.00 | $ 116,600.00 | $ 165,800.00 | $ - | $ (43,900.00) | $ (43,900.00) |
| 47.00073.00 | LESSOR TWP | 12/5/2019 | MODIFIER HS ERROR | $ 69,200.00 | $ 119,100.00 | $ 188,300.00 | $ 69,200.00 | $ 119,100.00 | $ 188,300.00 | $ - | $ - | $ - |
| 54.00017.02 | NORTHLAND TWP | 12/5/2019 | MODIFIER HS ERROR | $ 147,300.00 | | $ 147,300.00 | $ 147,300.00 | | $ 147,300.00 | $ - | $ - | $ - |
| 39.00014.03 | HUBBARD TWP | 12/5/2019 | MISSED NEW CONSTRUCTION | $ 40,600.00 | $ 39,900.00 | $ 80,500.00 | $ 40,600.00 | $ 167,900.00 | $ 208,500.00 | $ - | $ 128,000.00 | $ 128,000.00 |
| 84.00012.00 | ERSKINE CITY | 12/5/2019 | DATA ENTRY ERROR | $ 73,900.00 | $ 92,500.00 | $ 166,400.00 | $ 34,700.00 | $ 92,500.00 | $ 127,200.00 | $ (39,200.00) | $ - | $ (39,200.00) |
| 74.01249.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ - | | $ - | $ 3,600.00 | | $ 3,600.00 | $ 3,600.00 | $ - | $ 3,600.00 |
| 74.00282.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 8,100.00 | | $ 8,100.00 | $ 3,900.00 | | $ 3,900.00 | $ (4,200.00) | $ - | $ (4,200.00) |
| 74.00283.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 10,900.00 | $ 13,200.00 | $ 24,100.00 | | | $ - | $ (10,900.00) | $ (13,200.00) | $ (24,100.00) |
| 74.01260.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 4,900.00 | $ 13,200.00 | $ 18,100.00 | $ 4,900.00 | $ 13,200.00 | $ 18,100.00 |
| 74.00283.03 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 43,700.00 | $ 240,000.00 | $ 283,700.00 | | | $ - | $ (43,700.00) | $ (240,000.00) | $ (283,700.00) |
| 74.01259.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 45,400.00 | $ 240,000.00 | $ 285,400.00 | $ 45,400.00 | $ 240,000.00 | $ 285,400.00 |
| 74.00560.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 363,300.00 | $ 116,000.00 | $ 479,300.00 | | | $ - | $ (363,300.00) | $ (116,000.00) | $ (479,300.00) |
| 74.01258.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 304,100.00 | $ 116,000.00 | $ 420,100.00 | $ 304,100.00 | $ 116,000.00 | $ 420,100.00 |
| 74.00554.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 105,900.00 | $ 162,200.00 | $ 268,100.00 | | | $ - | $ (105,900.00) | $ (162,200.00) | $ (268,100.00) |
| 74.01257.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 113,400.00 | $ 162,200.00 | $ 275,600.00 | $ 113,400.00 | $ 162,200.00 | $ 275,600.00 |
| 74.00553.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 98,700.00 | $ 59,400.00 | $ 158,100.00 | | | $ - | $ (98,700.00) | $ (59,400.00) | $ (158,100.00) |
| 74.01256.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 104,500.00 | $ 59,400.00 | $ 163,900.00 | $ 104,500.00 | $ 59,400.00 | $ 163,900.00 |
| 74.00552.01 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 145,600.00 | $ 144,600.00 | $ 290,200.00 | | | $ - | $ (145,600.00) | $ (144,600.00) | $ (290,200.00) |
| 74.01255.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 124,900.00 | $ 144,600.00 | $ 269,500.00 | $ 124,900.00 | $ 144,600.00 | $ 269,500.00 |
| 74.00283.02 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 133,700.00 | $ 68,200.00 | $ 201,900.00 | | | $ - | $ (133,700.00) | $ (68,200.00) | $ (201,900.00) |
| 74.01254.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 154,600.00 | $ 68,200.00 | $ 222,800.00 | $ 154,600.00 | $ 68,200.00 | $ 222,800.00 |
| 74.00283.01 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 178,300.00 | $ 199,000.00 | $ 377,300.00 | | | $ - | $ (178,300.00) | $ (199,000.00) | $ (377,300.00) |
| 74.01253.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 203,000.00 | $ 199,000.00 | $ 402,000.00 | $ 203,000.00 | $ 199,000.00 | $ 402,000.00 |
| 74.00558.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 201,200.00 | $ 92,900.00 | $ 294,100.00 | | | $ - | $ (201,200.00) | $ (92,900.00) | $ (294,100.00) |
| 74.01252.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 205,400.00 | $ 92,900.00 | $ 298,300.00 | $ 205,400.00 | $ 92,900.00 | $ 298,300.00 |
| 74.00557.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 107,200.00 | $ 175,400.00 | $ 282,600.00 | | | $ - | $ (107,200.00) | $ (175,400.00) | $ (282,600.00) |
| 74.01251.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 119,700.00 | $ 175,400.00 | $ 295,100.00 | $ 119,700.00 | $ 175,400.00 | $ 295,100.00 |
| 74.00555.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 107,200.00 | $ 64,700.00 | $ 171,900.00 | | | $ - | $ (107,200.00) | $ (64,700.00) | $ (171,900.00) |
| 74.01250.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 115,400.00 | $ 64,700.00 | $ 180,100.00 | $ 115,400.00 | $ 64,700.00 | $ 180,100.00 |
| 74.00282.01 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 271,000.00 | $ 101,900.00 | $ 372,900.00 | | | $ - | $ (271,000.00) | $ (101,900.00) | $ (372,900.00) |
| 74.01247.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 270,900.00 | $ 101,900.00 | $ 372,800.00 | $ 270,900.00 | $ 101,900.00 | $ 372,800.00 |
| 74.01248.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 1,300.00 | | $ 1,300.00 | $ 1,300.00 | $ - | $ 1,300.00 |
| 74.00282.02 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | $ 317,100.00 | $ 86,500.00 | $ 403,600.00 | | | $ - | $ (317,100.00) | $ (86,500.00) | $ (403,600.00) |
| 74.01246.00 | WOODSIDE TWP | 12/5/2019 | BOUNDARY COMMISSION PLAT | | | $ - | $ 329,100.00 | $ 86,500.00 | $ 415,600.00 | $ 329,100.00 | $ 86,500.00 | $ 415,600.00 |
| 83.04090.00 | EAST GRAND FORKS | 12/5/2019 | CLERICAL ERROR/LAND OMITTED | $ - | $ 391,600.00 | $ 391,600.00 | $ 33,900.00 | $ 391,600.00 | $ 425,500.00 | $ 33,900.00 | $ - | $ 33,900.00 |
| 83.04085.00 | EAST GRAND FORKS | 12/5/2019 | CLERICAL ERROR/LAND OMITTED | $ - | $ 407,200.00 | $ 407,200.00 | $ 40,700.00 | $ 407,200.00 | $ 447,900.00 | $ 40,700.00 | $ - | $ 40,700.00 |
| 83.03061.00 | EAST GRAND FORKS | 12/5/2019 | CLERICAL ERROR/LAND OMITTED | $ - | $ 68,200.00 | $ 68,200.00 | $ 6,900.00 | $ 68,200.00 | $ 75,100.00 | $ 6,900.00 | $ - | $ 6,900.00 |
| 83.02972.00 | EAST GRAND FORKS | 12/5/2019 | CLERICAL ERROR/LAND OMITTED | $ - | $ 190,800.00 | $ 190,800.00 | $ 23,800.00 | $ 190,800.00 | $ 214,600.00 | $ 23,800.00 | $ - | $ 23,800.00 |
| 83.01753.00 | EAST GRAND FORKS | 12/5/2019 | CLERICAL ERROR/LAND OMITTED | $ - | $ 147,600.00 | $ 147,600.00 | $ 16,400.00 | $ 147,600.00 | $ 164,000.00 | $ 16,400.00 | $ - | $ 16,400.00 |
| | | | | | | $ - | | | $ - | $ - | $ - | $ - |
| | | | | | | $ - | | | $ - | $ - | $ - | $ - |
| | TOTAL VALUE CHANGE | | | | | $ - | | | | | | $ 178,600.00 |

**CLERICAL ERROR DEFINITION:** CLERICAL ERRORS ARE NARROWLY DEFINED AS ERRORS MADE BY SOMEONE DOING THE WORK OF A CLERK. THESE INCLUDE MATH ERRORS, TRANSPOSITION OF NUMBERS, KEYPUNCH ERRORS AND CODING ERRORS. CLERICAL ERRORS DO NOT INCLUDE ERRORS OF ESTIMATIONS OR INCORRECT DATA USED IN MAKING ESTIMATION.

FOR EXAMPLE:

* CORRECTIONS FOR INCORRECT MEASUREMENTS ARE NOT CLERICAL AND WOULD NEED TO BE CORRECTED VIA ABATEMENT.
* A BUILDING WAS TORN DOWN AND MISSED BY THE APPRAISER WOULD ALSO NEED TO BE CORRECTED VIA AN ABATEMENT.
* THESE ARE "PRE-EMPTIVE ABATEMENTS"

# 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: Sam Melbye, TPSC Supervisor, Ron Denison Finance Director

MEETING DATE: February 4, 2020

AGENDA ITEM: Special Assessments for 2019 Watershed debt issues

SUMMARY: Seeking approval for special assessments on benefited properties to provide funds for the debt service on $ 3,825,000 GO Watershed bonds. 2019A

ACTION REQUESTED: Motion to approve three special assessments, one for each on the benefitted properties of the following: Middle Snake Tamarac River Watershed 175, Sandhill Watershed Ditch 80 Project 32, and Red Lake Watershed District 16 Project 177.

With an interest rate of 3.80% and with principal amounts adequate to repay the bonds issued for these projects by Polk County in 2019.

# Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: February 4, 2020

AGENDA ITEM: Resolution 2020-16 Authorizing the County to Enter into a Credit Enhancement Program Agreement

SUMMARY: Statute allows capital construction projects like the East Grand Forks Human Services building to be backed up by the credit of the state, thereby lowering the interest rate on our bond issue.

1. Resolution 2020-16 commits the County to apply for the states Credit Enhancement program and enter into the agreement required. The state's Standard and Poor's credit rating is AAA, while Polk County's is AA2, so the county will see a lower interest when bonds are sold.

2. On February 3 staff will participate in a bond rating call with Standard and Poor's and will share our expectation that the Board will be approving this resolution for the applicable credit rating. I will report at the Board although I do not expect to have received the credit rating by meeting time.

3. Bonds are set for a February 18 sale, so this resolution should be committed to at the February 4 Board meeting.

ACTION REQUESTED: Motion and action approving Resolution 2020-16 as presented.

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

**RESOLUTION (2020-16)**

**Authorizing The County To Enter Into A Credit Enhancement Program Agreement With The Minnesota Public Facilities Authority**

The following resolution (2020-16) was offered by Commissioner:

BE IT RESOLVED by the Board of Commissioners of Polk County, Minnesota (the "County"), as follows:

SECTION 1. Authorization. The Board hereby determines that it is in the best interests of the County to submit an Application to the Minnesota Public Facilities Authority (the "Authority") Credit Enhancement Program (the "Program") with respect to the improvements to the County's human resources building.

SECTION 2. Approval of the Authority's Credit Enhancement Program Agreement. The Program Agreement (the "Agreement") is hereby approved, the same being before the Board and made a part of this resolution by reference.

SECTION 3. Authorization to Sign Agreement and Related Forms. The Chair and the County Administrator are authorized to sign the Agreement on the County's behalf and to execute any other related forms prescribed by the Authority with respect to the Agreement.

SECTION 4. Agreement to Comply with Minnesota Statutes, Section 446A.086. The County is entering into the Agreement with the Authority pursuant to Minnesota Statutes, Section 446A.086 (the "PFA Act") and the County hereby agrees to comply with and be bound by the provisions of the PFA Act.

SECTION 5. Submission of the Agreement. The Chair and County Administrator are hereby authorized to submit, on the County's behalf, the Agreement to the Authority, together with the nonrefundable application fee.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: NAYS:

STATE OF MINNESOTA)
) ss.
COUNTY OF POLK )

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 4th day of February 2020 and that the same is true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 4th day of February, 2020.

_____

Charles S. Whiting
Polk County Administrator
Clerk of the Board

pfm

## Revised Sale Memo for:

# County of Polk, Minnesota

## General Obligation Capital Improvement Plan Bonds, Series 2020A

Prepared on January 30, 2020

**PFM Financial Advisors LLC**
50 South Sixth Street
Suite 2250
Minneapolis, MN 55402

# Contents

Executive Summary ..... 2
Actions Required ..... 5
Bond Counsel ..... 5
Issuer ..... 5
PFM ..... 5
Appendix I – Debt Issuance Schedule ..... 6
Appendix II – Debt Service Schedule ..... 7

# Executive Summary

| | |
|---|---|
| Issue | $2,935,000 General Obligation Capital Improvement Plan Bonds, Series 2020A |
| Purpose | The proposed issue includes financing for the following projects:<br>• **Government Center Building ($210,500)** – Replacement of the building's elevator and remodeling of the employee breakroom and IT room.<br>• **Highway Department Buildings ($262,000)** – Replacement of the roof over the shop area.<br>• **Human Services Building ($2,540,000)** – Office remodeling of 15,240 $ft^2$, installation of a new roof, and upgrades and integration of HVAC control system. |
| Authority | The Bonds are being issued pursuant to Minnesota Statutes, Section 373.40 and Chapter 475. A resolution approving the Five-Year (2020-2024) Capital Improvement Plan and issuance and sale of the Bonds was approved on January 7, 2020. |
| Price | Not less than $2,905,650 (99% of par). |
| Sale Date & Time | Tuesday, February 18, 2020 at 10:00 A.M. Central Time in the offices of PFM Financial Advisors LLC, Minneapolis, MN. |
| Award Date | Tuesday, February 18, 2020 at Board of Commissioners meeting. |
| Sale Method | Faxed bids or bids placed through Parity®. |
| Dated/Delivery Date | Thursday, March 12, 2020. |
| Principal Due | Principal on the Bonds is due February 1, 2022 – 2031. For more information, see the debt schedule in Appendix II. |
| Interest Due | Interest on the Bonds will be due February 1 and August 1 of each year, commencing August 1, 2020. Interest due on August 1, 2020 and February 1, 2021 will be payed from the Capitalized Interest Fund. Payments will be made to DTC, which will in turn remit such payments to the owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day ("Record Date"). Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. |
| Sensitivity | The County reserves the right to adjust the total par size and individual maturities in multiples of $5,000. |
| Call Feature | The Bonds are not subject to optional redemption. |
| Bank Qualification | The County does not expect to issue more than $10,000,000 in tax-exempt debt during the calendar year, so the Bonds are qualified tax-exempt obligations. |

| | |
|---|---|
| Term Bond Option | Bids for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. |
| Rate | One rate per maturity expressed in integral multiples of 1/20 or 1/8 of 1%. All Bonds of the same maturity shall bear a single uniform rate from date of issue to maturity. Each bid must be for the entire principal amount of the Bonds. |
| Denomination | $5,000 or integral multiple thereof. |
| Award Method | True Interest Cost (TIC). |
| Form | The Bonds will be issued as full book-entry securities. |
| Paying Agent | U.S. Bank National Association, St. Paul, Minnesota. |
| CUSIP Numbers | The County will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such printing to be done at the expense of the purchaser, if the purchaser waives any extension of the time of delivery caused thereby. |
| Good Faith Deposit | $30,000. |
| Credit Rating | Moody's Investors Service rated the County's most recent bond issue (Series 2019A & 2019B) 'Aa2' on May 2, 2019; however, a S&P Global rating request has been initiated for the Bonds. |
| Credit Enhancement | The County will apply for participation in the Minnesota Public Facilities Authority Credit Enhancement Program, which currently carries an 'AAA' rating by S&P. |
| Continuing Disclosure | This issue will be subject to SEC disclosure requirements and be required to comply with paragraph (b)(5) of Rule 15c2-12 of the Securities Exchange Act of 1934. The County will covenant and agree, for the benefit of the registered holders or beneficial owners, to provide audited financial statements and annual reports of "Property Valuations and Taxes" and "Indebtedness," on or before twelve (12) months after the end of each fiscal year of the County, beginning with the fiscal year ending December 31, 2019. |

| | |
|---|---|
| Contacts | **Municipal Advisor (PFM)**<br><br>1. Arcelia Detert, Senior Managing Consultant<br>(612) 371-3749<br>DetertA@pfm.com<br><br>2. Chuck Upcraft, Senior Managing Consultant<br>(612) 371-3731<br>UpcraftC@pfm.com<br><br>3. Alex Tomczuk, Analyst<br>(612) 371-3741<br>TomczukA@pfm.com<br><br>**Bond Counsel (Dorsey & Whitney)**<br><br>1. Jennifer Hanson, Partner<br>(612) 492-6959<br>Hanson.Jennifer@dorsey.com<br><br>2. Grant Turpin, Associate<br>(612) 492-6787<br>Turpin.Grant@dorsey.com<br><br>**Paying Agent (U.S. Bank)**<br><br>1. Diane Johnson, Vice President<br>(651) 466-6311<br>Diane.Johnson@usbank.com<br><br>**Rating Agency (S&P)**<br><br>1. Coral Schoonejans, Primary Analyst<br>(303) 721-4948<br>Coral.Schoonejans@spglobal.com<br><br>2. Scott Nees, Secondary Analyst<br>(303) 721-4948<br>Scott.Nees@spglobal.com |

# Actions Required

### Bond Counsel

Please prepare necessary resolutions, a form of legal opinion, continuing disclosure certificate (full), issue price certificate and forward to the County and to PFM Financial Advisors LLC.

### Issuer

Please communicate any questions you have and/or changes you would like to make to the maturity schedule.

### PFM

On an ongoing basis, PFM will identify refunding opportunities for bonds currently outstanding. A current refunding opportunity for the General Obligation Watershed District Bonds, Series 2012 has been identified and communicated to the County on January 28, 2020. PFM will continue monitoring market conditions and identify refunding opportunities on an as-needed basis.

*(The remainder of this page has been left blank intentionally)*

# Appendix I – Debt Issuance Schedule

| Date | Task | Description | Responsibility |
|---|---|---|---|
| January 7, 2020 | Board Meeting | Approve CIP, which authorizes the issuance and sale of Bonds | Polk |
| By January 17, 2020 | Request for Information | Send County Auditor Certificate for completion | PFM |
| By January 31, 2020 | Legal Documents | Distribute form of legal opinion, continuing disclosure certificate, and issue price certificate | Dorsey |
| | Preliminary Official Statement (POS) | Finalize, publish, and distribute POS to all parties | PFM |
| Week of February 3, 2020 | Rating | Conference call with rating agency (S&P) | Polk & PFM |
| Week of February 10, 2020 | Market Bonds | Notify Bloomberg, *Bond Buyer*, TM3, CUSIP, Parity, etc. of upcoming sale | PFM |
| February 18, 2020 | Bond Sale | Take bids, check for accuracy, complete bond resolution, and send closing documents to all parties | PFM & Dorsey |
| February 18, 2020 | Board Meeting | Adopt resolution awarding sale of the Bonds | Polk |
| February 19 – March 11, 2020 | Closing Preparations | Prepare final official statement, closing memo, and coordinate signatures for closing documents | PFM & Dorsey |
| March 12, 2020 | Bond Closing | Receive funds | Polk |

# Appendix II – Preliminary Schedules

SOURCES AND USES OF FUNDS

Polk County, Minnesota
G.O. Capital Improvement Plan Bonds, Series 2020A
Minnesota Public Facilities Authority Credit Enhancement Program (AAA-rated)
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |

| Sources: | |
|---|---|
| Bond Proceeds: | |
| Par Amount | 2,935,000.00 |
| Premium | 179,870.55 |
| | 3,114,870.55 |

| Uses: | |
|---|---|
| Project Fund Deposits: | |
| Project Fund | 2,977,500.00 |
| Other Fund Deposits: | |
| Capitalized Interest Fund | 66,812.78 |
| Delivery Date Expenses: | |
| Cost of Issuance | 44,379.00 |
| Underwriter's Discount | 23,480.00 |
| | 67,859.00 |
| Other Uses of Funds: | |
| Additional Proceeds | 2,698.77 |
| | 3,114,870.55 |

BOND DEBT SERVICE

Polk County, Minnesota
G.O. Capital Improvement Plan Bonds, Series 2020A
Minnesota Public Facilities Authority Credit Enhancement Program (AAA-rated)
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 08/01/2020 | | | 29,112.78 | 29,112.78 | |
| 02/01/2021 | | | 37,700.00 | 37,700.00 | 66,812.78 |
| 08/01/2021 | | | 37,700.00 | 37,700.00 | |
| 02/01/2022 | 260,000 | 3.000% | 37,700.00 | 297,700.00 | 335,400.00 |
| 08/01/2022 | | | 33,800.00 | 33,800.00 | |
| 02/01/2023 | 265,000 | 3.000% | 33,800.00 | 298,800.00 | 332,600.00 |
| 08/01/2023 | | | 29,825.00 | 29,825.00 | |
| 02/01/2024 | 275,000 | 3.000% | 29,825.00 | 304,825.00 | 334,650.00 |
| 08/01/2024 | | | 25,700.00 | 25,700.00 | |
| 02/01/2025 | 280,000 | 3.000% | 25,700.00 | 305,700.00 | 331,400.00 |
| 08/01/2025 | | | 21,500.00 | 21,500.00 | |
| 02/01/2026 | 290,000 | 3.000% | 21,500.00 | 311,500.00 | 333,000.00 |
| 08/01/2026 | | | 17,150.00 | 17,150.00 | |
| 02/01/2027 | 300,000 | 3.000% | 17,150.00 | 317,150.00 | 334,300.00 |
| 08/01/2027 | | | 12,650.00 | 12,650.00 | |
| 02/01/2028 | 305,000 | 2.000% | 12,650.00 | 317,650.00 | 330,300.00 |
| 08/01/2028 | | | 9,600.00 | 9,600.00 | |
| 02/01/2029 | 315,000 | 2.000% | 9,600.00 | 324,600.00 | 334,200.00 |
| 08/01/2029 | | | 6,450.00 | 6,450.00 | |
| 02/01/2030 | 320,000 | 2.000% | 6,450.00 | 326,450.00 | 332,900.00 |
| 08/01/2030 | | | 3,250.00 | 3,250.00 | |
| 02/01/2031 | 325,000 | 2.000% | 3,250.00 | 328,250.00 | 331,500.00 |
| | 2,935,000 | | 462,062.78 | 3,397,062.78 | 3,397,062.78 |

BOND PRICING

Polk County, Minnesota
G.O. Capital Improvement Plan Bonds, Series 2020A
Minnesota Public Facilities Authority Credit Enhancement Program (AAA-rated)
Bank Qualified

| Bond Component | Maturity Date | Amount | Rate | Yield | Price |
|---|---|---|---|---|---|
| Bond Component: | | | | | |
| | 02/01/2022 | 260,000 | 3.000% | 1.105% | 103.526 |
| | 02/01/2023 | 265,000 | 3.000% | 1.120% | 105.323 |
| | 02/01/2024 | 275,000 | 3.000% | 1.145% | 107.030 |
| | 02/01/2025 | 280,000 | 3.000% | 1.155% | 108.739 |
| | 02/01/2026 | 290,000 | 3.000% | 1.240% | 109.959 |
| | 02/01/2027 | 300,000 | 3.000% | 1.300% | 111.162 |
| | 02/01/2028 | 305,000 | 2.000% | 1.370% | 104.693 |
| | 02/01/2029 | 315,000 | 2.000% | 1.470% | 104.399 |
| | 02/01/2030 | 320,000 | 2.000% | 1.590% | 103.736 |
| | 02/01/2031 | 325,000 | 2.000% | 1.680% | 103.170 |
| | | 2,935,000 | | | |

| | | |
|---|---|---|
| Dated Date | 03/12/2020 | |
| Delivery Date | 03/12/2020 | |
| First Coupon | 08/01/2020 | |
| Par Amount | 2,935,000.00 | |
| Premium | 179,870.55 | |
| Production | 3,114,870.55 | 106.128468% |
| Underwriter's Discount | -23,480.00 | -0.800000% |
| Purchase Price | 3,091,390.55 | 105.328468% |
| Accrued Interest | | |
| Net Proceeds | 3,091,390.55 | |

BOND SUMMARY STATISTICS

Polk County, Minnesota
G.O. Capital Improvement Plan Bonds, Series 2020A
Minnesota Public Facilities Authority Credit Enhancement Program (AAA-rated)
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |
| Last Maturity | 02/01/2031 |
| Arbitrage Yield | 1.408888% |
| True Interest Cost (TIC) | 1.533645% |
| Net Interest Cost (NIC) | 1.578010% |
| All-In TIC | 1.772894% |
| Average Coupon | 2.385365% |
| Average Life (years) | 6.600 |
| Duration of Issue (years) | 6.104 |
| Par Amount | 2,935,000.00 |
| Bond Proceeds | 3,114,870.55 |
| Total Interest | 462,062.78 |
| Net Interest | 305,672.23 |
| Total Debt Service | 3,397,062.78 |
| Maximum Annual Debt Service | 335,400.00 |
| Average Annual Debt Service | 312,054.76 |
| Underwriter's Fees (per $1000) | |
| Average Takedown | |
| Other Fee | 8.000000 |
| Total Underwriter's Discount | 8.000000 |
| Bid Price | 105.328468 |

| Bond Component | Par Value | Price | Average Coupon | Average Life |
|---|---|---|---|---|
| Bond Component | 2,935,000.00 | 106.128 | 2.385% | 6.600 |
| | 2,935,000.00 | | | 6.600 |

| | TIC | All-In TIC | Arbitrage Yield |
|---|---|---|---|
| Par Value | 2,935,000.00 | 2,935,000.00 | 2,935,000.00 |
| + Accrued Inter | | | |
| + Premium (Discou | 179,870.55 | 179,870.55 | 179,870.55 |
| - Underwrit s Discount | -23,480.00 | -23,480.00 | |
| - Cost of Issuance Expe | | -44,379.00 | |
| - Other Amou | | | |
| Target Value | 3,091,390.55 | 3,047,011.55 | 3,114,870.55 |
| Target Date | 03/12/2020 | 03/12/2020 | 03/12/2020 |
| Yield | 1.533645% | 1.772894% | 1.408888% |

**446A.086 STATE MAY GUARANTEE GOVERNMENTAL UNIT BUILDING DEBT; REPAYMENT.**

Subdivision 1. **Definitions.** (a) As used in this section, the following terms have the meanings given.

(b) "Authority" means the Minnesota Public Facilities Authority.

(c) "Commissioner" means the commissioner of management and budget.

(d) "Debt obligation" means:

(1) a general obligation bond or note issued by a county, a bond or note to which the general obligation of a county is pledged under section 469.034, subdivision 2, or a bond or note payable from a county lease obligation under section 641.24, to provide funds for the construction of:

(i) jails;

(ii) correctional facilities;

(iii) law enforcement facilities;

(iv) social services and human services facilities;

(v) solid waste facilities; or

(vi) qualified housing development projects as defined in section 469.034, subdivision 2; or

(2) a general obligation bond or note issued by a governmental unit to provide funds for the construction, improvement, or rehabilitation of:

(i) wastewater facilities;

(ii) drinking water facilities;

(iii) storm water facilities; or

(iv) any publicly owned building or infrastructure improvement that has received partial funding from grants awarded by the commissioner of employment and economic development related to redevelopment, contaminated site cleanup, bioscience, small cities development programs, and rural business infrastructure programs, for which bonds are issued by the authority under section 446A.087.

(e) "Governmental unit" means a county or a statutory or home rule charter city.

Subd. 2. **Application.** (a) This section provides a state guarantee of the payment of principal and interest on debt obligations if:

(1) the obligations are issued for new projects and are not issued for the purposes of refunding previous obligations;

(2) application to the Public Facilities Authority is made before issuance; and

(3) the obligations are covered by an agreement meeting the requirements of subdivision 3.

(b) Applications to be covered by the provisions of this section must be made in a form and contain the information prescribed by the authority. Applications are subject to either a fee of $500 for each bond issue requested by a county or governmental unit or the applicable fees under section 446A.087.

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(c) Application fees paid under this section must be deposited in a separate credit enhancement bond guarantee account in the special revenue fund. Money in the credit enhancement bond guarantee account is appropriated to the authority for purposes of administering this section.

(d) Neither the authority nor the commissioner is required to promulgate administrative rules under this section and the procedures and requirements established by the authority or commissioner under this section are not subject to chapter 14.

Subd. 3. **Agreement.** (a) For specified debt obligations to be covered by this section, the governmental unit must enter an agreement with the authority obligating the governmental unit to be bound by this section.

(b) This agreement must be in a form prescribed by the authority and contain any provisions required by the authority, including, at least, an obligation to:

(1) deposit with the paying agent three days before the date on which the payment is due an amount sufficient to make that payment or ten days prior to the date a payment is due on revenue bonds issued by the authority under section 446A.087;

(2) notify the authority, if the governmental unit will be unable to make all or a portion of the payment; and

(3) include a provision in the bond resolution and county's agreement with the paying agent for the debt obligation that requires the paying agent to inform the commissioner if it becomes aware of a default or potential default in the payment of principal or interest on that issue or if, on the day two business days before the date a payment is due on that issue, there are insufficient funds to make the payment on deposit with the paying agent.

(c) Funds invested in a refunding escrow account established under section 475.67 that are to become available to the paying agent on a principal or interest payment date are deemed to be on deposit with the paying agent three business days before the payment date.

(d) The provisions of an agreement under this subdivision are binding as to an issue as long as any debt obligation of the issue remains outstanding.

(e) This section and the obligations of the state under this section are not a public debt of the state under article XI, section 4, of the Minnesota Constitution, and the legislature may, at any time, choose not to appropriate amounts under subdivision 4, paragraph (b).

Subd. 4. **Notifications; payment; appropriation.** (a) After receipt of a notice of a default or potential default in payment of principal or interest in debt obligations covered by this section or an agreement under this section, and after consultation with the governmental unit and the paying agent, and after verification of the accuracy of the information provided, the authority shall notify the commissioner of the potential default. The notice must include a final figure as to the amount due that the governmental unit will be unable to repay on the date due.

(b) Upon receipt of this notice from the authority, the commissioner shall issue a payment and authorize the authority to pay to the bond holders or paying agent for the debt obligation the specified amount on or before the date due. The amounts needed for the purposes of this subdivision are annually appropriated to the authority from the general fund.

Subd. 5. **Interest on state paid amount.** If the state has paid part or all of the principal or interest due on a debt obligation, the amount paid bears interest from the date paid by the state until the date of repayment.

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The interest rate is the commissioner's invested cash rate as it is certified by the commissioner. Interest only accrues on the amounts paid and outstanding less the reduction in aid under subdivision 7 and other payments received from the governmental unit.

Subd. 6. **Pledge of governmental unit's full faith and credit.** If the state has paid part or all of the principal or interest due on a debt obligation, the governmental unit's pledge of its full faith and credit and unlimited taxing powers to repay the principal and interest due on those debt obligations becomes, without an election or the requirement of a further authorization, a pledge of the full faith and credit and unlimited taxing powers of the governmental unit to repay to the state the amount paid, with interest. Amounts paid by the state must be repaid in the order in which the state payments were made.

Subd. 7. **Aid reduction for repayment.** (a) Except as provided in paragraph (b), the commissioner may reduce, by the amount paid by the state under this section on behalf of the governmental unit, plus the interest due on the state payments, the local government aid under chapter 477A. The amount of any aid reduction reverts from the appropriate account to the state general fund.

(b) If, after review of the financial situation of the governmental unit, the authority advises the commissioner that a total reduction of the aids would cause an undue hardship on the governmental unit, the authority, with the approval of the commissioner, may establish a different schedule for reduction of aids to repay the state. The amount of aids to be reduced are decreased by any amounts repaid to the state by the governmental unit from other revenue sources.

Subd. 8. **Tax levy for repayment.** (a) With the approval of the authority, a governmental unit may levy in the year the state makes a payment under this section an amount up to the amount necessary to provide funds for the repayment of the amount paid by the state plus interest through the date of estimated repayment by the governmental unit. The proceeds of this levy may be used only for this purpose unless they exceed the amount actually due. Any excess must be used to repay other state payments made under this section or must be deposited in the debt redemption fund of the governmental unit. The amount of aids to be reduced to repay the state are decreased by the amount levied.

(b) If the state is not repaid in full for a payment made under this section by November 30 of the calendar year following the year in which the state makes the payment, the authority shall require the governmental unit to certify a property tax levy in an amount up to the amount necessary to provide funds for repayment of the amount paid by the state plus interest through the date of estimated repayment by the governmental unit. To prevent undue hardship, the authority may allow the governmental unit to certify the levy over a five-year period. The proceeds of the levy may be used only for this purpose unless they are in excess of the amount actually due, in which case the excess must be used to repay other state payments made under this section or must be deposited in the debt redemption fund of the governmental unit. If the authority orders the governmental unit to levy, the amount of aids reduced to repay the state are decreased by the amount levied.

Subd. 9. **Mandatory plan; technical assistance.** If the state makes payments on behalf of a governmental unit under this section or the governmental unit defaults in the payment of principal or interest on an outstanding debt obligation, it must submit a plan to the authority for approval specifying the measures it intends to implement to resolve the issues which led to its inability to make the payment and to prevent further defaults. If the authority determines that a governmental unit's plan is not adequate, the authority shall notify the governmental unit that the plan has been disapproved, the reasons for the disapproval, and that the state will not make future payments under this section for debt obligations of the affected governmental unit issued after the date specified in that notice until its plan is approved. The authority may also notify the

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governmental unit that until its plan is approved, aids due the governmental unit will be withheld after a date specified in the notice.

Subd. 10. **Continuing disclosure agreements.** The authority may enter into written agreements or contracts relating to the continuing disclosure of information needed to facilitate the ability of governmental units to issue debt obligations according to federal securities laws, rules, and regulations, including Securities and Exchange Commission rules and regulations, section 240.15c2-12. The agreements or contracts may be in any form the authority deems reasonable and in the state's best interests.

Subd. 11. **Amount of debt obligation authorized.** The amount of debt outstanding under this section must not exceed $1,000,000,000.

Subd. 12. **Federal interest subsidy payments.** Whenever the state pays under this section interest on bonds for which the issuer is entitled to federal interest subsidy payments, the state is subrogated to the issuer's rights to any federal interest subsidy payments relating to the interest paid by the state, unless and until the state has been reimbursed by the issuer in full.

**History:** *2000 c 493 s 3; 2001 c 214 s 4; 2003 c 112 art 2 s 50; 2003 c 127 art 12 s 9; 1Sp2003 c 21 art 10 s 11; 2005 c 151 art 5 s 41; 2006 c 259 art 9 s 6; 2007 c 96 art 1 s 15; 2008 c 300 s 39; 2009 c 88 art 3 s 7; art 6 s 12; 2009 c 101 art 2 s 109; 2010 c 290 s 13-15; 1Sp2010 c 1 art 14 s 14; 1Sp2019 c 10 art 3 s 40*

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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: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: February 4, 2020

AGENDA ITEM: Resolution 2020-17 Relating to $1,625,000 General Obligation Watershed District Refunding Bonds

SUMMARY: Current 2012 Sand Hill Watershed bonds can be refinanced with a notable savings.

1. While PFM was reviewing the capital improvement bonds, it contacted me that savings could be had by refinancing the 2012 Sand Hill Watershed bonds. I gave them the go ahead to start the process.

2. The bonds were recently callable making this option possible. Refinancing the remaining debt on the bond will extend for the same period as the original debt, but with projected interest savings of just over $100,000 during that time. Page 12 of the attachment is the clearest calculation of projected savings.

3. I did confer with the Sand Hill Watershed administrator who agreed it would be a prudent action by the County. The debt is County's to note.

4. As with the capital outlay bonds, the sale will take place February 18 in time for the next Board meeting, assuming the Board approves the attached resolution to go to sale.

ACTION REQUESTED: Motion and action approving Resolution 2020-17 to refinance the remaining 2012 Sand Hill Watershed bonds.

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

**RESOLUTION (2020-17)**

**Resolution Relating to $1,625,000 General Obligation Watershed District Refunding Bonds, Series 2020B; Authorizing The Issuance And Calling for The Sale Thereof**

BE IT RESOLVED by the Board of Commissioners of Polk County, Minnesota (the "County"), as follows:

SECTION 1. PURPOSE. It is hereby determined to be in the best interests of the County to issue its General Obligation Watershed District Refunding Bonds, Series 2020B, in the approximate principal amount of $1,625,000 (the "Bonds"), pursuant to Minnesota Statutes, Chapters 103D and 475, to refund the outstanding maturities of the County's $2,710,000 General Obligation Watershed District Bonds, Series 2012, dated February 8, 2012.

SECTION 2. TERMS OF PROPOSAL. PFM Financial Advisors LLC, municipal advisor to the County, has presented to this Board a Sale Memo for the sale of the Bonds which is attached hereto as Exhibit A and hereby approved and shall be placed on file by the County Administrator. Each and all of the provisions of the Sale Memo are hereby adopted as the terms and conditions of the Bonds and of the sale thereof, with such changes as may be acceptable to the County Administrator. PFM Financial Advisors LLC is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis.

SECTION 3. SALE MEETING. This Board shall meet at the time and place shown in the Sale Memo, for the purpose of considering sealed proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: NAYS:

STATE OF MINNESOTA)
) ss.
COUNTY OF POLK )

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 4th day of February 2020 and that the same is true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 4th day of February, 2020.

_____
Charles S. Whiting
Polk County Administrator
Clerk of the Board

pfm

## Sale Memo for:

# County of Polk, Minnesota

## General Obligation Watershed District Refunding Bonds, Series 2020B

Prepared on January 30, 2020

**PFM Financial Advisors LLC**
50 South Sixth Street
Suite 2250
Minneapolis, MN 55402

# Contents

Executive Summary ..... 2
Actions Required ..... 5
Bond Counsel ..... 5
Issuer ..... 5
PFM ..... 5
Appendix I – Debt Issuance Schedule ..... 6
Appendix II – Debt Service Schedule ..... 7

# Executive Summary

| | |
|---|---|
| Issue | $1,625,000 General Obligation Watershed District Refunding Bonds, Series 2020B |
| Purpose | The Series 2020B Bonds will be issued to refund, on a current refunding basis, the outstanding maturities of the General Obligation Watershed District Bonds, Series 2012, dated February 8, 2012: |

| Maturity | Amount Outstanding | Call Date | Call Price | Amount Refunded |
|---|---|---|---|---|
| 02/01/21 | $ 135,000 | 03/26/2020 | 100% | $ 135,000 |
| 02/01/22 | 135,000 | 03/26/2020 | 100% | 135,000 |
| 02/01/24* | 270,000 | 03/26/2020 | 100% | 270,000 |
| 02/01/26* | 270,000 | 03/26/2020 | 100% | 270,000 |
| 02/01/29* | 405,000 | 03/26/2020 | 100% | 405,000 |
| 02/01/32* | 405,000 | 03/26/2020 | 100% | 405,000 |
| 02/01/33 | 135,000 | 03/26/2020 | 100% | 135,000 |
| | $1,755,000 | | | $1,755,000 |

* Term Bonds

| | |
|---|---|
| Authority | The Bonds are being issued pursuant to Minnesota Statutes, Chapters 103D and 475. |
| Price | Not less than $1,608,750 (99% of par). |
| Sale Date & Time | Tuesday, February 18, 2020 at 10:00 A.M. Central Time in the offices of PFM Financial Advisors LLC, Minneapolis, MN. |
| Award Date | Tuesday, February 18, 2020 at Board of Commissioners meeting. |
| Sale Method | Faxed bids or bids placed through Parity®. |
| Dated/Delivery Date | Thursday, March 12, 2020. |
| Principal Due | Principal on the Bonds is due February 1, 2021 – 2033. For more information, see the debt schedule in Appendix II. |
| Interest Due | Interest on the Bonds will be due February 1 and August 1 of each year, commencing August 1, 2020. Payments will be made to DTC, which will in turn remit such payments to the owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day ("Record Date"). Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. |
| Sensitivity | The County reserves the right to adjust the total par size and individual maturities in multiples of $5,000. |

| | |
|---|---|
| Call Feature | The Bonds maturing on February 1, 2029 are subject to optional redemption on February 1, 2028 or any date thereafter at a price of par plus accrued interest to the redemption date. |
| Bank Qualification | The County does not expect to issue more than $10,000,000 in tax-exempt debt during the calendar year, so the Bonds are qualified tax-exempt obligations. |
| Term Bond Option | Bids for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. |
| Rate | One rate per maturity expressed in integral multiples of 1/20 or 1/8 of 1%. All Bonds of the same maturity shall bear a single uniform rate from date of issue to maturity. Each bid must be for the entire principal amount of the Bonds. |
| Denomination | $5,000 or integral multiple thereof. |
| Award Method | True Interest Cost (TIC). |
| Form | The Bonds will be issued as full book-entry securities. |
| Paying Agent | U.S. Bank National Association, St. Paul, Minnesota. |
| CUSIP Numbers | The County will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such printing to be done at the expense of the purchaser, if the purchaser waives any extension of the time of delivery caused thereby. |
| Good Faith Deposit | $15,000. |
| Credit Rating | S&P Global Ratings last rated the Series 2012 Bonds most recent bond issue 'AA' on October 3, 2014. An S&P Global rating request has been initiated for the Bonds. |
| Continuing Disclosure | This issue will be subject to SEC disclosure requirements and be required to comply with paragraph (b)(5) of Rule 15c2-12 of the Securities Exchange Act of 1934. The County will covenant and agree, for the benefit of the registered holders or beneficial owners, to provide audited financial statements and annual reports of "Property Valuations and Taxes" and "Indebtedness," on or before twelve (12) months after the end of each fiscal year of the County, beginning with the fiscal year ending December 31, 2019. |

| | |
|---|---|
| Contacts | **Municipal Advisor (PFM)**<br><br>1. Arcelia Detert, Senior Managing Consultant<br>(612) 371-3749<br>DetertA@pfm.com<br><br>2. Chuck Upcraft, Senior Managing Consultant<br>(612) 371-3731<br>UpcraftC@pfm.com<br><br>3. Alex Tomczuk, Analyst<br>(612) 371-3741<br>TomczukA@pfm.com<br><br>**Bond Counsel (Dorsey & Whitney)**<br><br>1. Jennifer Hanson, Partner<br>(612) 492-6959<br>Hanson.Jennifer@dorsey.com<br><br>2. Grant Turpin, Associate<br>(612) 492-6787<br>Turpin.Grant@dorsey.com<br><br>**Paying Agent (U.S. Bank)**<br><br>1. Diane Johnson, Vice President<br>(651) 466-6311<br>Diane.Johnson@usbank.com<br><br>**Rating Agency (S&P)**<br><br>1. Coral Schoonejans, Primary Analyst<br>(303) 721-4948<br>Coral.Schoonejans@spglobal.com<br><br>2. Scott Nees, Secondary Analyst<br>(303) 721-4948<br>Scott.Nees@spglobal.com |

# Actions Required

### Bond Counsel

Please prepare necessary resolutions, a form of legal opinion, continuing disclosure certificate (full), issue price certificate and forward to the County and to PFM Financial Advisors LLC.

### Issuer

Please communicate any questions you have and/or changes you would like to make to the maturity schedule.

### PFM

On an ongoing basis, PFM will identify refunding opportunities for bonds currently outstanding. A current refunding opportunity for the General Obligation Watershed District Bonds, Series 2012 was identified, communicated to the County on January 28, 2020, and is now the focus of this sale memo. PFM will continue monitoring market conditions and identify refunding opportunities on an as-needed basis.

*(The remainder of this page has been left blank intentionally)*

# Appendix I – Debt Issuance Schedule

| Date | Task | Description | Responsibility |
|---|---|---|---|
| By January 31, 2020 | Legal Documents | Distribute form of legal opinion, continuing disclosure certificate, and issue price certificate | Dorsey |
| | Preliminary Official Statement (POS) | Finalize, publish, and distribute POS to all parties | PFM |
| Week of February 3, 2020 | Rating | Conference call with rating agency (S&P) | Polk & PFM |
| Week of February 10, 2020 | Market Bonds | Notify Bloomberg, *Bond Buyer*, TM3, CUSIP, Parity, etc. of upcoming sale | PFM |
| February 18, 2020 | Bond Sale | Take bids, check for accuracy, complete bond resolution, and send closing documents to all parties | PFM & Dorsey |
| February 18, 2020 | Board Meeting | Adopt resolution awarding sale of the Bonds | Polk |
| February 19 – March 11, 2020 | Closing Preparations | Prepare final official statement, closing memo, and coordinate signatures for closing documents | PFM & Dorsey |
| March 12, 2020 | Bond Closing | Receive funds | Polk |

# Appendix II – Preliminary Schedules

SOURCES AND USES OF FUNDS

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |

| Sources: | |
|---|---|
| Bond Proceeds: | |
| Par Amount | 1,625,000.00 |
| Premium | 179,497.40 |
| | 1,804,497.40 |

| Uses: | |
|---|---|
| Refunding Escrow Deposits: | |
| Cash Deposit | 1,762,064.06 |
| Delivery Date Expenses: | |
| Cost of Issuance | 24,571.00 |
| Underwriter's Discount | 13,000.00 |
| | 37,571.00 |
| Other Uses of Funds: | |
| Additional Proceeds | 4,862.34 |
| | 1,804,497.40 |

SUMMARY OF REFUNDING RESULTS

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |
| Arbitrage yield | 1.354549% |
| Escrow yield | 0.000000% |
| Value of Negative Arbitrage | |
| | |
| Bond Par Amount | 1,625,000.00 |
| True Interest Cost | 1.710463% |
| Net Interest Cost | 1.821563% |
| Average Coupon | 3.297613% |
| Average Life | 6.941 |
| | |
| Par amount of refunded bonds | 1,755,000.00 |
| Average coupon of refunded bonds | 2.905010% |
| Average life of refunded bonds | 6.886 |
| | |
| PV of prior debt to 03/12/2020 @ 1.354549% | 1,930,661.65 |
| Net PV Savings | 103,836.72 |
| Percentage savings of refunded bonds | 5.916622% |
| Percentage savings of refunding bonds | 6.389952% |

SUMMARY OF BONDS REFUNDED

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, SERIAL_1: | | | | | |
| | 02/01/2021 | 2.000% | 135,000.00 | 03/26/2020 | 100.000 |
| | 02/01/2022 | 2.000% | 135,000.00 | 03/26/2020 | 100.000 |
| | | | 270,000.00 | | |
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, TERM_1: | | | | | |
| | 02/01/2024 | 2.150% | 270,000.00 | 03/26/2020 | 100.000 |
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, TERM_2: | | | | | |
| | 02/01/2026 | 2.350% | 270,000.00 | 03/26/2020 | 100.000 |
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, TERM_3: | | | | | |
| | 02/01/2029 | 3.000% | 405,000.00 | 03/26/2020 | 100.000 |
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, TERM_4: | | | | | |
| | 02/01/2032 | 3.000% | 405,000.00 | 03/26/2020 | 100.000 |
| $2.710 G.O. Watershed District Bonds, Series 2012, 2012, SERIAL_2: | | | | | |
| | 02/01/2033 | 3.250% | 135,000.00 | 03/26/2020 | 100.000 |
| | | | 1,755,000.00 | | |

SAVINGS

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| Date | Prior Debt Service | Refunding Debt Service | Savings | Present Value to 03/12/2020 @ 1.3545492% |
|---|---|---|---|---|
| 02/01/2021 | 181,237.50 | 175,818.47 | 5,419.03 | 5,361.12 |
| 02/01/2022 | 178,537.50 | 172,350.00 | 6,187.50 | 6,002.85 |
| 02/01/2023 | 175,837.50 | 167,550.00 | 8,287.50 | 7,948.95 |
| 02/01/2024 | 172,935.00 | 162,750.00 | 10,185.00 | 9,648.98 |
| 02/01/2025 | 170,032.50 | 162,950.00 | 7,082.50 | 6,621.15 |
| 02/01/2026 | 166,860.00 | 157,950.00 | 8,910.00 | 8,225.99 |
| 02/01/2027 | 163,687.50 | 152,950.00 | 10,737.50 | 9,786.59 |
| 02/01/2028 | 159,637.50 | 152,950.00 | 6,687.50 | 6,017.27 |
| 02/01/2029 | 155,587.50 | 149,050.00 | 6,537.50 | 5,803.09 |
| 02/01/2030 | 151,537.50 | 145,150.00 | 6,387.50 | 5,593.57 |
| 02/01/2031 | 147,487.50 | 136,250.00 | 11,237.50 | 9,705.27 |
| 02/01/2032 | 143,437.50 | 132,500.00 | 10,937.50 | 9,318.74 |
| 02/01/2033 | 139,387.50 | 128,750.00 | 10,637.50 | 8,940.83 |
| | 2,106,202.50 | 1,996,968.47 | 109,234.03 | 98,974.38 |

Savings Summary

| | |
|---|---|
| PV of savings from cash flow | 98,974.38 |
| Plus: Refunding funds on hand | 4,862.34 |
| Net PV Savings | 103,836.72 |

BOND DEBT SERVICE

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| | |
|---|---|
| Dated Date | 03/12/2020 |
| Delivery Date | 03/12/2020 |

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 08/01/2020 | | | 22,143.47 | 22,143.47 | |
| 02/01/2021 | 125,000 | 4.000% | 28,675.00 | 153,675.00 | 175,818.47 |
| 08/01/2021 | | | 26,175.00 | 26,175.00 | |
| 02/01/2022 | 120,000 | 4.000% | 26,175.00 | 146,175.00 | 172,350.00 |
| 08/01/2022 | | | 23,775.00 | 23,775.00 | |
| 02/01/2023 | 120,000 | 4.000% | 23,775.00 | 143,775.00 | 167,550.00 |
| 08/01/2023 | | | 21,375.00 | 21,375.00 | |
| 02/01/2024 | 120,000 | 4.000% | 21,375.00 | 141,375.00 | 162,750.00 |
| 08/01/2024 | | | 18,975.00 | 18,975.00 | |
| 02/01/2025 | 125,000 | 4.000% | 18,975.00 | 143,975.00 | 162,950.00 |
| 08/01/2025 | | | 16,475.00 | 16,475.00 | |
| 02/01/2026 | 125,000 | 4.000% | 16,475.00 | 141,475.00 | 157,950.00 |
| 08/01/2026 | | | 13,975.00 | 13,975.00 | |
| 02/01/2027 | 125,000 | 4.000% | 13,975.00 | 138,975.00 | 152,950.00 |
| 08/01/2027 | | | 11,475.00 | 11,475.00 | |
| 02/01/2028 | 130,000 | 3.000% | 11,475.00 | 141,475.00 | 152,950.00 |
| 08/01/2028 | | | 9,525.00 | 9,525.00 | |
| 02/01/2029 | 130,000 | 3.000% | 9,525.00 | 139,525.00 | 149,050.00 |
| 08/01/2029 | | | 7,575.00 | 7,575.00 | |
| 02/01/2030 | 130,000 | 3.000% | 7,575.00 | 137,575.00 | 145,150.00 |
| 08/01/2030 | | | 5,625.00 | 5,625.00 | |
| 02/01/2031 | 125,000 | 3.000% | 5,625.00 | 130,625.00 | 136,250.00 |
| 08/01/2031 | | | 3,750.00 | 3,750.00 | |
| 02/01/2032 | 125,000 | 3.000% | 3,750.00 | 128,750.00 | 132,500.00 |
| 08/01/2032 | | | 1,875.00 | 1,875.00 | |
| 02/01/2033 | 125,000 | 3.000% | 1,875.00 | 126,875.00 | 128,750.00 |
| | 1,625,000 | | 371,968.47 | 1,996,968.47 | 1,996,968.47 |

ESCROW REQUIREMENTS

Polk County, Minnesota
General Obligation Watershed District Refunding Bonds, Series 2020B
Bank Qualified

| Period Ending | Interest | Principal Redeemed | Total |
|---|---|---|---|
| 08/01/2020 | 7,064.06 | 1,755,000.00 | 1,762,064.06 |
| | 7,064.06 | 1,755,000.00 | 1,762,064.06 |

# Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: February 4, 2020

AGENDA ITEM: Review of Enterprise Software Proposals (via web-link) with Geniene Scherer of Abdo, Eick & Meyer

SUMMARY: Last fall the County sought proposals for finance and human resources software and with assistance from AEM, will review the proposals with the Board.

1. Three proposals were received, each with varying degrees of capability. Our current human resources vendor, Kronos, submitted a proposals but it was only for HR components.

2. BS & A submitted a proposal for finance and accounting, but not for human resources.

3. Tyler Technologies submitted the most complete software, with a couple of options for the Board to review.

4. Our current accounting software vendor, IFS, did not submit a proposal.

5. Aspects of the proposals have been reviewed and questions from staff have been followed up on, and Geniene Scherer from AEM has worked on the vendors' pricing. She reviewed the proposals this past week with the Finance Committee and will review again with the Board on Tuesday.

6. Subsequent steps in this process can also be discussed during the meeting on Tuesday based on the Board's review and interests for moving forward.

ACTION REQUESTED: Information and discussion, possible consensus on next steps.