*****REVISED**
POLK COUNTY BOARD
AGENDA

MEETING LOCATION: WEBEX BOARD MEETING

To participate in this meeting, Public Call in Info:
Dial in # 1-408-418-9388
Meeting number (access code) 292 182 562
Password If Needed: (Phone Password): 75525739
Please see below how to address the Board during the meeting.

MAY 5, 2020

8:00 A.M. **MEETING OPEN/CONVENE**

CALL TO ORDER

PLEDGE ALLEGIANCE TO FLAG

REVIEWAL & APPROVAL OF THE AGENDA

CONSENT AGENDA
1. **Approve the April 28, 2020 Board minutes.**
2. **Approve Auditor Warrants.**

COUNTY BOARD MEMBERS ISSUE FORUM

8:30 **RACHEL KLEIN – EAST POLK SOIL & WATER CONSERVATION DISTRICT**
1. **2019 County Feedlot Officer (CFO) Annual Report**

8:40 **RICHARD SANDERS – HIGHWAY DEPARTMENT**
1. **Approve Agreement 1037009 and allow the Administrator and Board Chair to sign the Agreement.**
2. **Approve Resolution (2020-42) MN Department of Transportation Agency Agreement 1037009**
3. **Radio's for Highway Department**
4. *** Replace Engineering Technician IIIC**
5. ****Approve the Polk County Match Assurance Letter - Neilsville Bridge – BUILD Grant**
6. *****Resolution (2020-43) Agreeing To Be A Lead Applicant For BUILD Transportation Grant**

8:55 **MICHELLE COTE – PROPERTY RECORDS**
1. **Abatement Request – RBJ's Restaurant, Crookston**
2. **Election Equipment Purchase – Omni Ballot Assistive Device**

9:00 **SARAH REESE – PUBLIC HEALTH**
1. **COVID-19 Update**

9:15 **DEPARTMENT HEADS REPORTS**
1. **COVID-19 Department Operations Status Reports**

9:40 **CHUCK WHITING - ADMINISTRATION**
1. **COVID-19 Update**

ADJOURN

<u>Public participation instructions:</u> Upon entering the meeting, please refrain from generating any noise that may interfere with the meeting proceedings. For each item on the agenda, the Board Chair will open discussion with the Department Head reviewing the agenda item. The Chair will ask each Commissioner for comments and questions. When Commissioner and staff discussion nears conclusion, the Chair will ask for any questions or comments from the public. Please state your name and address to address the Chair and your question or comment. When the Board moves a motion, the Commissioner will identify themselves, and each vote will be a roll call vote.

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.

APRIL 28, 2020
WEBEX PHONE CONFERENCE
BOARD MINUTES

Pursuant to motion of adjournment the Polk County Board of Commissioners met in regular session via Webex Phone Conference at 8:00 o'clock a.m., April 28, 2020. 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.

REVISED AGENDA

A motion was made by Commissioner Lee seconded by Commissioner Jacobson and adopted by unanimous vote of the Board to approve the April 28, 2020 revised agenda adding Mark Dietz, Facilities Management Director.

CONSENT AGENDA

A motion was made by Commissioner Diedrich seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the April 28, 2020 consent agenda:

1. Approve the April 21, 2020 Board Minutes.

COUNTY BOARD MEMBERS ISSUE FORUM

1. Commissioner Jacobson brought forth that he participated in a virtual Dancing Sky meeting on Aging. He also participated in a Northwestern Mental Health Center meeting.
2. Commissioner Strandell brought forth that he participated in the MPO and the Northwest Regional Development Commission meetings.
3. Commissioner Willhite brought forth that he provided a Polk County update on KROX radio. He also participated in the County Personnel Committee meeting.
4. Commissioner Lee brought forth that she participated in the County Personnel Committee meeting. In addition, she attended the AMC meeting where Governor Walz provided a COVID-19 update. She also participated in an AMC Health and Human Services Committee meeting and a NACO teleconference call. Discussion was brought forth regarding a call received from Christine Davis of Enbridge.
5. Commissioner Diedrich brought forth that he participated in call for the MCIT Personnel Committee meeting. He also participated in a virtual Northwestern Mental Health Center meeting. In addition, he participated in an Executive meeting for Tri-Valley Opportunity Council.

SHERIFF

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

1. **Dispatcher Resignation & Post for New Hire**
   Due to a dispatcher resignation a motion was made by Commissioner Lee seconded by Commissioner Diedrich and adopted by unanimous vote of the Board to approve refilling the Dispatcher position.
2. **Request from Beltrami Fire Department for any Used Emergency Light Bars**

A motion was made by Commissioner Jacobson seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve donating unused light bars from the Sheriff's Office to the Beltrami Fire Department.

3. **Resolution (2020-39) Accepting Financial Donations On Behalf Of Polk County Sheriff's Office From Judy Thoren**

Resolution Accepting Financial Donations On Behalf Of Polk County Sheriff's Office From Judy Thoren

RESOLUTION (2020-39)

The following resolution (2020-39) was offered by Commissioner Diedrich:

WHEREAS, Judy Thoren has made a financial donation of $200.00 to support the Polk County K9 Program in Polk County; and

WHEREAS, Polk County Sheriff's Office, wishes to have the County Board formally accept these financial donations on behalf of Polk County Sheriff's Office and put towards the Polk County K9 Program.

NOW THEREFORE BE IT RESOLVED, By the County Board of Polk County, Minnesota as follows:

1. The financial donations from Judy Thoren, which is listed above, hereby are accepted by the Polk County Board of Commissioners on behalf of the Polk County Sheriff's Office and used for Polk County K9 Program.

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

4. **Resolution (2020-40) Accepting Financial Donations On Behalf Of Polk County Sheriff's Office From Mary Filipski On Behalf Of Her Father Maurity Thompson**

Resolution Accepting Financial Donations On Behalf Of Polk County Sheriff's Office From Mary Filipski On Behalf Of Her Father Maurity Thompson

RESOLUTION (2020-40)

The following resolution (2020-40) was offered by Commissioner Strandell:

WHEREAS, Mary Filipski has made a financial donation of $50.00 on behalf of her father Maurity Thompson to support the Polk County K9 Program in Polk County; and

WHEREAS, Polk County Sheriff's Office, wishes to have the County Board formally accept these financial donations on behalf of Polk County Sheriff's Office and put towards the Polk County K9 Program.

NOW THEREFORE BE IT RESOLVED, By the County Board of Polk County, Minnesota as follows:

1. The financial donations from Mary Filipski, which is listed above, hereby are accepted by the Polk County Board of Commissioners on behalf of the Polk County Sheriff's Office and used for Polk County K9 Program.

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

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

TAX PAYER SERVICE CENTER

Sam Melbye, Taxpayer Service Center Supervisor/Tax System Administrator came before the Board with matters pertaining to the Taxpayer Service Center:

1. **Resolution (2020-41) Proposed Abatements in the City of Crookston & City of East Grand Forks**

Proposed Abatements in the City of Crookston & City of East Grand Forks

RESOLUTION (2020-41)

The following resolution (2020-41) was offered by Commissioner Strandell:

WHEREAS, The County of Polk has held a Public Hearing on the proposed abatements in the City of Crookston & City of East Grand Forks pursuant to Minnesota Statutes, Section 469.1812 through and including 469.1815, and;

WHEREAS, The Polk County Board of Commissioners has proposed to abate the County's share of property taxes on the following parcels for two years:

City of Crookston

82.03958.00	DENNIS & JENNIFER TATE	528 3RD AVE NE	$695.93
82.00371.00	TK PROPERTIES OF CROOKSTON LLC	7TH ST E	$1,380.70
	Total for City of Crookston		**$2,076.63**

City of East Grand Forks

83.04253.00	MICHAEL & LAURA LUKKASON	927 GREENWAY BLVD SE	$1,315.24
83.04222.00	MARK & AMY GUMTO	1505 LAUREL DR SE	$1,678.36
83.04471.00	JASON & JENNA KAISER	1403 14TH AVE SE	$1,095.31
83.04262.00	JODI STAUSS-STASSEN	2514 AUGUSTA DR	$1,516.67

83.04239.00	MIKE & NICOLE KOLSTOE	812 13TH ST SE	$1,761.45
83.00235.00	JUSTIN & ALLISON JOHNSON	529 12TH ST NW	$640.56
83.04472.00	VIRGINIA STAUSS	1407 14TH AVE SE	$1,369.34
83.04065.00	MICHAEL HEDLUND & MELANIE JACOBS	2510 PEBBLE BEACH RD	$3,039.82
83.04083.00	CHAD & NICOLE ANVINSON	2415 ST ANDREWS DR	$2,097.54
83.04097.00	KEITH & SHELLY WESTOVER	2324 ST ANDREWS DR	$1,530.09
83.04105.00	BHARAT & PROMIL BHUTANI	2324 TROON CIRCLE	$2,503.15
83.04475.00	LORALEE TAYLOR	1419 GREENWAY BLVD SE	$1,151.06
83.04449.00	STUART MARRSON & PEGGY DUNN	1428 CRYSTAL CIRCLE	$1,808.64
83.04476.00	DONALD & RHONDA HOLLARN	1423 GREENWAY BLVD	$1,164.13
83.04447.00	MATTHEW & TIFFANY FOSS	627 BRANDON BLVD	$1,937.87
83.04474.00	ZACHARY & KARLI FINNEY	1417 14TH AVE SE	$1,170.64
83.04403.00	BROCK & ELIZABETH LARSON	29 RIVERVIEW LANE SE	$1,230.16
83.04064.00	JIM & KATHY TORKELSON	2518 PEBBLE BEACH RD	$2,307.99
83.04101.00	KEVIN WEBER & STEPH KAZNIERCZAK	2424 ST ANDREWS DR	$1,830.81
	Total for City of East Grand Forks		**$31,148.83**

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

ENVIRONMENTAL SERVICES

Jon Steiner, Environmental Services Director came before the Board with matters pertaining to his department:

1. **SSOM Compost Pad – Correction to Close-out Action**
   Polk County constructed a new Source Separated Organic Material (SSOM) Compost Pad at the Polk County Landfill Complex near Gentilly, MN using CAP Grant dollars from the State of MN. With the approval of the final Change Order (CO #02) and Board approval on January 28, 2020 to release the retainage of $18,610.84, the SOM Compost Pad was closed out. There were two issues with the close-out which require acknowledgement: (Issue #1) the State Auditor questioned why the original contract value plus the two approved change orders do not equal the total contract payment. (Issue #1 has been dealt with within the Original Contract. (Issue #2) An error in the formula for the bid were found for this project to result in discrepancy in payment to contractor in pay request #3. (Issue #2 has been resolved). Addenda's pertaining to these issues were presented to the Board. (Addenda's on file in the Administrator's Office)
2. **CAP Grant – RRF Scale Project – Release of Retainage**
   A motion was made by Commissioner Lee seconded by Commissioner Jacobson and adopted by unanimous vote of the Board to approve the release of the retainage amount of $16,319.39 upon receipt of reimbursement of costs, IC-134 form and lien waivers to Reierson Construction, Bemidji, MN to serve as payment in full for the Fosston Resource Recovery Facility (RRF) Scale Project.
3. **Fosston RRF – RATA Testing**
   Polk County Resource Recovery Facility, Fosston, MN is required to conduct a Performance Stack Test every 3 years and Relative Accuracy and Testing Audit

(RATA) of its emission monitoring equipment each year under the terms of its Air Permit. A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the quote by Elemental Air Inc. in the amount of $10,376.00 for the 2020 RATA at the Polk County Resource Recovery Facility in Fosston, MN.

4. **Transfer Station - Parking Lot Improvements**
   Discussion along with a parking lot map was presented to the Board regarding the Transfer Station pursuing an extension of the west parking lot to the north, adding additional parking, another ingress/egress to the public road, and create a connection through the fenced area to the back lot. Polk County has engaged Wenck Assoc. to survey the property in question and prepare estimates and drawing of the expansion for review and quote purposes. (Map on file in the Administrator's Office).

PUBLIC HEALTH

Sarah Reese, Public Health Director came before the Board with matters pertaining to her department:

1. **Covid-19 Update**
   An update was given to the Board regarding the Covid-19 virus.

PROPERTY RECORDS

Michelle Cote, Property Records Director came before the Board with matters pertaining to her department:

1. **Lease of Flood Buyout Property 09.00288.00**
   A request has been made to transfer the lessee interest of Parcel 09.00288.00 from Jon Wurden (Former Richard Benson Property) to Steve Flaat. The lease has been reviewed and approved by the County Attorney. Upon the Boards request at the 04/21/2020 County Board meeting the matter of securing bids for this property was reviewed with Greg Widseth, Polk County Attorney. The lease along with a GIS map was presented to the Board. Jon Steiner Environmental Services Director offered information regarding the origination of the flood buyout leases. A motion was made by Commissioner Diedrich seconded by Commissioner Jacobson to approve lease of Parcel No. 09.00288.00 to Steve Flaat, Fisher, MN as presented. (Lease and GIS map on file in the Administrator's Office)

***FACILITIES**

Mark Dietz, Facilities Management Director came before the Board with matters pertaining to his department:

1. **Polk County Projects – Update**
   An update was given to the Board regarding the Polk County projects.

ADMINISTRATION

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

1. **COVID-19 Operations Status**
   Discussion was held with the Board regarding Covid-19 and the operations of Polk County. Handouts were also presented to the Board pertaining to the Emergency

Executive Order 20-40 Allowing Workers in Certain Non-Critical Sectors to Return to Safe Workplaces as well as the Guidance on Executive Order 20-40 & Businesses Reopening. (Handouts on file in the Administrator's Office) An update was also provided by Richard Sanders, Polk County Highway Engineer regarding COVID-19 operational items in addition to a legislative update regarding the Nielsville and Climax Bridges.

With no further business the Board adjourned to reconvene at 8:00 a.m., May 5, 2020.

_____
Gary Willhite, Chair

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

AUDITOR WARRANTS 04/07/2020

Vendor Name	Amount
Cardmember Service	10,971.34
Fertile Oil Company	9,519.14
Hardwick & Nelson Law PLLC	2,073.81
Norman County Public Health	3,918.41
Ottertail Power Co	2,603.33
Polk County Public Health	11,916.24
University Of North Dakota	6,250.28
Voyant	10,592.50
10 Payments less than 2000	5,668.63
Final Total:	63,513.68

AUDITOR WARRANTS 04/08/2020

Vendor Name	Amount
Thyssenkrupp Elevator Corp	46,937.50
1 Payments less than 2000	15.00
Final Total:	46,952.50

AUDITOR WARRANTS 04/14/2020

Vendor Name	Amount
Altru Health System	2,653.00
BMC Software Inc	2,426.07
ENTERPRISE FM TRUST	9,772.50
Great Plains Natural Gas Co	8,654.50
Halstad Telephone Co	9,543.70
Interstate Billing Service	20,800.00
Lenes Sand & Gravel Inc	4,281.63
Lepier Oil Company Inc	2,617.76
Morris Electronics Inc	21,377.50
Motorola	19,028.14
Ottertail Power Co	21,484.38
Polk County	61,367.15
Powerplan OIB	5,610.00
Regents Of The Univ Of Mn	33,320.19
Tri County Community Corr	1,317,874.25
Verizon Wireless	7,315.74
Ziegler Inc	5,873.32
17 Payments less than 2000	10,452.72
Final Total:	1,564,452.55

AUDITOR WARRANTS 04/21/2020

Vendor Name	Amount
BNSF Railway Company	33,600.00
Crookston Water Department	3,057.72
ENTERPRISE FM TRUST	2,583.85
Fischer Rust, Stock & Rust, PLLC	2,358.75
Fosston Municipal Utilities	53,168.42
Garden Valley Technoligies	2,696.88
Herzog Roofing Inc	199,500.00
ICS Inc	11,384.90
Lenes Sand & Gravel Inc	23,757.88
Newman Traffic Signs	13,220.20
Norman County Public Health	4,350.32
Polk County Public Health	8,736.04
Reynolds Harbott Knutson & Larson PLLF	7,638.40
Titan Machinery	112,100.00
21 Payments less than 2000	11,458.07
Final Total:	489,611.43

AUDITOR WARRANTS 04/28/2020

Vendor Name	Amount
City of McIntosh	5,436.10
Cole Papers Inc	2,758.03
Diversified Contractors Inc	199,595.00
ENTERPRISE FM TRUST	5,943.26
GreatAmerica Financial Services	9,825.32
Lake Agassiz Regional Library	68,505.00
Lenes Sand & Gravel Inc	4,803.56
Mn State Treasury	5,811.00
Mn UI Fund	4,256.00
Norman County Public Health	71,628.39
Otis Elevator Company	6,978.24
Polk County Public Health	84,762.65
Reierson Construction Inc	16,319.39
Total Lawn Care & Landscaping	2,025.00
40 Payments less than 2000	14,275.67
Final Total:	502,922.61

MANUAL WARRANTS 04/03/2020

Vendor Name	Amount
Internal Revenue Service	161,186.19
Minnesota Revenue	27,454.33
Final Total:	188,640.52

MANUAL WARRANTS 04/06/2020

Vendor Name	Amount
FURTHER	3,730.95
Final Total:	3,730.95

MANUAL WARRANTS 04/13/2020

Vendor Name	Amount
FURTHER	3,713.97
Final Total:	3,713.97

MANUAL WARRANTS 04/17/2020

Vendor Name	Amount
Internal Revenue Service	160,962.30
Minnesota Revenue	27,384.87
Final Total:	188,347.17

MANUAL WARRANTS 04/20/2020

Vendor Name	Amount
Northwest Service Cooperative	263,717.00
Final Total:	263,717.00

MANUAL WARRANTS 04/20/2020

Vendor Name	Amount
Mn Dept Of Revenue	879.00
Final Total:	879.00

MANUAL WARRANTS 04/20/2020

Vendor Name	Amount
Minnesota Revenue	3,866.00
Minnesota Revenue	497.90
Mn Dept Of Rev Tax Division	58,175.03
Mn Dept Of Revenue	62.00
Mn Dept Of Revenue	469.00
Mn Dept Of Revenue	424.00
Final Total:	63,493.93

MANUAL WARRANTS 04/20/2020

Vendor Name	Amount
FURTHER	3,617.22
Final Total:	3,617.22

MANUAL WARRANTS 04/24/2020

Vendor Name	Amount
U.S. Bank Corporate Payment Systems	40,038.38
Final Total:	40,038.38

MANUAL WARRANTS 04/24/2020

Vendor Name	Amount
U.S. Bank Corporate Payment Systems	446.83
Final Total:	446.83

MANUAL WARRANTS 04/27/2020

Vendor Name	Amount
FURTHER	5,553.26
Final Total:	5,553.26

2019 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2019 - December 31, 2019) Revised November 2019

County: Polk Contact Person: Rachel Klein

Phone: 218-563-2777 E-Mail Address: klein.eastpolk@gmail.com

Signature: _____ _____

(Signature of County Board Commissioner) (Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

*Except where identified, this report only addresses **non-CAFO/NPDES/SDS sites** required by 7020 to be registered.*

STAFFING LEVEL			
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):		0.06
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:		0
3	FTEs supplied through contract with other local government units:		0
4	Total Number of FTE positions that supported county program:		0.06
REGISTRATION *(Report your current numbers - base grant numbers are displayed for reference)*		Base	Current
5	Feedlots in shoreland with 10 - 49 AU:	12	16
6	Feedlots with 50 - 299 AU:	45	46
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	18	13
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	---	1
9	Feedlots with NPDES or SDS permits:	2	1
10	**Total - Feedlots required to be registered:**	**77**	**77**
11	**Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)**		**77**
Feedlot Sites Inspected	**Minimum number of FEEDLOT SITES required to register that must be inspected (7%):**		**5.5**
12	Number of **FEEDLOT SITES** that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)		6

INSPECTION REPORTING					
Types of Inspections (at sites required to be registered) Only count first instance of each type of inspection per feedlot		**10 - 49 AU** (in shoreland)	**50 - 299 AU** (except where noted)		**300 or more AU** (Non-CAFO/NPDES/SDS)
13	Compliance inspections	0	6		0
	13.1) How many included the optional P review				0
14	Construction inspections				
	14.1) How many received a 2nd construction inspection				
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	*100+ AU & in DWSMA*	0
16	In-field land application inspection				
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0		0
18	Routine or follow-up stockpile only inspection				

Other Inspection Related Info		
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0
20	Number of feedlots inspected within shoreland, a DWSMA, or a TMDL area.	2
21	Number of sites inspected found to be non-compliant with water quality discharge standards.	0
22	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	0

INSPECTION Performance Credits (Summarized from entries above) NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible		Total	Not PC eligible	PC eligible	PC	PC Total
23	Compliance inspections *min. # of compliance inspections: 3*	6	5.5	0.5	1.5	0.75
24	Construction inspections	0	0	0	1	0
25	Desktop N&P records inspections	0	0	0	1.5	0
26	In-field land application inspections	0	0	0	0.5	0
27	Compliance inspections that include optional P review			0	0.5	0
28	Number of facilities that received 2 or more construction inspections.			0	0.5	0
29	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
30	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			0	0.5	0

31	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)	0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

The Polk County Feedlot Officer met all of the work plan inspections goals in 2019 by inspecting three routine complaince inspections and inspecting two sites that are within shoreland. There were a total of 6 inspectionsn completed in 2019. The information was documented in TEMPO.

	PERMITTING	Number	PC	PC Total
32	30-day construction or expansion notifications received:		---	---
33	Interim Permits Issued or Modified:		2	0
34	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:		1	0
35	Public meetings held for construction or expansion to ≥ 500 AU:		---	---
	ENVIRONMENTAL REVIEW (EAW)	Number	PC	PC Total
36	EAW petitions received:		---	---
37	EAWs prepared by county:		4	0
	EMERGENCY RESPONSE	Number	PC	PC Total
38	Events where emergency response was conducted: (on-site visit)		2	0
	ENFORCEMENT ACTIONS	Number	PC	PC Total
39	Letters of Warning (LOW) issued:		---	---
40	Notices of Violation (NOV) issued:		---	---
41	Court actions commenced:		---	---
	FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)	Number	PC	PC Total
42	Feedlots where a partial environmental upgrade was achieved:		---	---
43	Feedlots where a complete environmental upgrade was achieved:		6	0
	LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)	Number	PC	PC Total
44	Feedlots 100+ AU where N records requirements were returned to compliance:		---	---
45	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:		---	---

46	Feedlots 100+ AU where in-field inspection non-compliance was resolved:		---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
47	Sites visited to provide assistance		---	---
48	Workshops/trainings hosted/sponsored by the CFO:		2	0
	48.1) Total number of feedlot owners attending these events		---	---
49	CFO presentations at informational or producer group events: (per event)		1	0
50	Number of mailings to feedlot owners:	1	---	---
51	Feedlot articles placed in newspapers:		---	---

Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.

Date	Description
15-Oct	Feedlot Newsletter

CFO TRAINING AND MENTORING		Number	PC	PC Total
52	CFO - training CEUs: (Enter total training hours earned - list events below)	20.25	---	---
53	Hours mentoring New CFOs (describe on a separate sheet):		0.25	0

List the training events attended.

Date	Description	Hours
1/9/2019	Webex - Annual Report	1.25
1/16/2019	Webex - Annual Report	1.5
21-Feb	Webex - update on Annual Report/FY20 Registration	0.5
20-Mar	Webex - 2018 registration numbers	1
17-Apr	Webex - violations screen	1.25
5/15/2019	Webex - Registration A to Z	1.5
5/29/2019	Regional Meeting DL	4.5
5/29/2019	Navigation Conflict and tough converstation in ag	3
6/26/2019	Webex - tempo update, construction inspection	1.25
8/28/2019	Webex - 2019 CFO annual report, warehouse data dump tabs, animal history report	1.5
10/9/2019	Webex - delegation agreement work plan	1.75
12/18/2019	Webex - year end reporting	1.25

OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
54	Feedlots where a MinnFARM was conducted (list sites below):		1	0
55	Notifications received claiming air quality exemptions:		---	---
56	Meetings with other local government and producer groups:		---	---
57	Feedlot ordinance revisions likely, in progress, or completed? ☐ Yes ☐ No		If Yes describe below	

MinnFARM completed by CFO

registration no.	Site Name

Describe other county program activities not identified elsewhere.

TOTAL PERFORMANCE CREDITS	**0.75**

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: 5/05/2020

AGENDA ITEM: 1. Approve MNDOT Federal Participation in Advance Construction Agreement 1037009
2. Approve Resolution (2020-42) MN Department of Transportation Agency Agreement No. 1037009

SUMMARY:

1. Will be surfacing CR 210 from CSAH 37 to TH 2 using Federal FLAP 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
4. Need to approve Resolution.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Approve Agreement 1037009 and allow the Administrator and Board Chair to sign the Agreement.
2. Approve Resolution (2020-42) MN Department of Transportation Agency Agreement No. 1037009.

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

April 29, 2020

Mr. Rich Sanders
820 Old Highway 75 South
Crookston, MN 56716

SUBJECT: **SP 060-596-003, FLAP 6020(249)**
CR 210 Bituminous Surfacing
MnDOT Contract Number 1037009

Dear Mr. Sanders:

Attached is a copy of the agency agreement between Polk County and MnDOT, which allows for MnDOT to act as Polk County'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 the copy signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page of the copy 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 three 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 651.366.3826.

Sincerely,

Angela Murphy, PE
Federal Plans Engineer

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

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 060-596-003_____

FAIN Number: FLAP 6020(249)_____

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 dcp(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 for CR 210 Bituminous Surfacing, 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 years 2021, and is identified in MnDOT records as State Project 060-596-003, and in Federal Highway Administration ("FHWA") records as Minnesota Project FLAP 6020(249); 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 dcp(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 dcp(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 $ 1,352,470. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for FLAP funds in federal fiscal year 2021. This amount is $626,350.

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, 2021 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 dcp(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: Angela Murphy, or her successor.

Title: State Aid, Federal Plans Engineer

Phone: 651-366-3826

Email: angela.murphy@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: Rich Sanders, or his/her 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 1037009" 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* County*

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF POLK

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by local agency 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)

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

RESOLUTION (2020-42)

MN Department of Transportation Agency Agreement No. 1037009

The following resolution (2020-42) was offered by Commissioner:

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

BE IT FURTHER RESOLVED, The Polk County Chair and the Polk County Administrator are hereby authorized and directed for and on behalf of the 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 Agency Agreement No. 1037009, a copy of which said agreement was before the Polk County Board and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of Polk County: Polk County Chair and the Polk County Administrator.

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 5th day of May 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 5th day of May, 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

FROM: Richard Sanders – County Engineer

MEETING DATE: ~~03-24-2020~~ 5-05-2020

AGENDA ITEM: Radio's for Highway Department

SUMMARY:

1. ~~Attached are two quotes concerning the radio's that are used by the Polk County Highway Dept.~~
2. ~~First is a quote to replace all the existing vhf narrow band radio's with new 800 mhz radio's.~~
3. ~~These radio's would work off the same tower as Polk County Sheriff and would be able to communicate between department during a disaster.~~
4. ~~Second Quote is for fixing the antenna for the vhf narrow band radio's. This would require Stones to climb the tower and replace the existing antenna.~~
5. ~~Our vhf radio's can not communicate with Dispatch/Sheriff's Dept/Fire and Rescue/EMS during a disaster.~~
6. ~~Would be able to cover these expenses without changing the budget due to savings in other area's of the budget~~
7. ~~Recommend Replacing Radios at this time~~.
8. Original Quote was for $80,537.40
9. After final radio count/purchase the revised total is $84,071,80

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to approve the final amount of purchase for Armer 800mgh Radio's to Motorola in the amount of $84,071.80.

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

Transaction Number	Transaction Date	Transaction Total
8280945225	13-APR-2020	**84,071.80 USD**

P.O. Number	P.O. Date	Customer Account No
KP033120POCOHIAPX	27-MAR-2020	1036992693

Payment Terms	Payment Due Date
Net Due in 30 Days	13-MAY-2020

Bill To Address

POLK COUNTY HIGHWAY DEPT
ATTN: Accounts Payable
820 OLD HIGHWAY 75 S
CROOKSTON MN 56716
United States

Ship To Address

POLK COUNTY HIGHWAY DEPT
820 OLD HIGHWAY 75 S
CROOKSTON MN 56716
United States

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT
Forwarder 0002

For all invoice payment inquiries contact
SLT5CTRA@motorolasolutions.com
Telephone: 888-919-6551
Fax: +1(631)883-4238

Sales Order(s): 3201622974
Delivery Number(s): 9103812839, 9103797344

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M36URS9PW1AN	APX1500 7/800 MOBILE **SO Line #:** 1.1 **Ship Date:** 13-APR-2020 **SERIAL NUMBERS** 466CWH0227 466CWH0228 466CWH0229 466CWH0230 466CWH0231 466CWH0232 466CWH0233 466CWH0234 466CWH0235 466CWH0236 466CWH0237 466CWH0238 466CWH0239 466CWH0240 466CWH0241 466CWH0242 466CWH0243 466CWH0244 466CWH0245 466CWH0246	20	1,128.00	22,560.00
1.1	LSV01S00006A	G24AX - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 18-APR-2020 Service To: 17-APR-2023	20	131.00	2,620.00
1.2	GA00804AA	ADD: APX O2 CH (GREY)	20	369.00	7,380.00
1.3	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20	0.00	0.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
8280945225	1036992693	13-MAY-2020	**84,071.80 USD**	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

POLK COUNTY HIGHWAY DEPT
ATTN: Accounts Payable
820 OLD HIGHWAY 75 S
CROOKSTON MN 56716
United States

Wire Transfer Details

CHICAGO
Routing Transit No: 026009593
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8280945225	13-APR-2020	**84,071.80 USD**

P.O. Number	P.O. Date	Customer Account No
KP033120POCOHIAPX	27-MAR-2020	1036992693

Payment Terms	Payment Due Date
Net Due in 30 Days	13-MAY-2020

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.4	GA01339AA	ENH: SW P25 TRUNKING	20	802.50	16,050.00
1.5	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	20	45.00	900.00
1.6	G24AX	ENH: 3 YEAR ESSENTIAL SVC	20	0.00	0.00
1.7	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	20	32.25	645.00
1.8	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	20	0.00	0.00
1.9	G66AW	ADD: DASH MOUNT O2 CH WWM	20	93.75	1,875.00
1.10	W22BA	ADD: STD PALM MICROPHONE APX	20	54.00	1,080.00
2	M36URS9PW1AN	APX1500 7/800 MOBILE **SERIAL NUMBERS** 466CWH0221 466CWH0222 466CWH0223 466CWH0224 466CWH0225 466CWH0226	6	1,128.00	6,768.00
2.1	LSV01S00006A	G24AX - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 18-APR-2020 Service To: 17-APR-2023	6	131.00	786.00
2.2	GA00804AA	ADD: APX O2 CH (GREY)	6	369.00	2,214.00
2.3	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	0.00	0.00
2.4	GA01339AA	ENH: SW P25 TRUNKING	6	802.50	4,815.00
2.5	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	45.00	270.00
2.6	G24AX	ENH: 3 YEAR ESSENTIAL SVC	6	0.00	0.00
2.7	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	6	32.25	193.50
2.8	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	6	0.00	0.00
2.9	G66AW	ADD: DASH MOUNT O2 CH WWM	6	93.75	562.50
2.10	W22BA	ADD: STD PALM MICROPHONE APX	6	54.00	324.00
3	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA **SO Line #:** 2.1 **Ship Date:** 07-APR-2020	4	51.95	207.80
4	M36URS9PW1AN	APX1500 7/800 MOBILE **SO Line #:** 3.1 **Ship Date:** 13-APR-2020	2	1,128.00	2,256.00

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8280945225	13-APR-2020	**84,071.80 USD**

P.O. Number	P.O. Date	Customer Account No
KP033120POCOHIAPX	27-MAR-2020	1036992693

Payment Terms	Payment Due Date
Net Due in 30 Days	13-MAY-2020

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		SERIAL NUMBERS 466CWH0247 466CWH0248			
4.1	LSV01S00006A	G24AX - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 18-APR-2020 Service To: 17-APR-2023	2	131.00	262.00
4.2	GA00804AA	ADD: APX O2 CH (GREY)	2	369.00	738.00
4.3	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	0.00	0.00
4.4	GA01339AA	ENH: SW P25 TRUNKING	2	802.50	1,605.00
4.5	G142AD	ADD: NO SPEAKER APX	2	0.00	0.00
4.6	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2	0.00	0.00
4.7	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	2	32.25	64.50
4.8	GA01304AA	ADD: MAG MNT GPS ANTENNA	2	56.25	112.50
4.9	G66AW	ADD: DASH MOUNT O2 CH WWM	2	93.75	187.50
4.10	W22BA	ADD: STD PALM MICROPHONE APX	2	54.00	108.00
4.11	W665BJ	ADD: BASE STATION APEXWWM	2	52.50	105.00
4.12	G91AE	ADD: CNTRL STATION PWR SUPPLY APEX	2	201.75	403.50
5	H92UCH9PW7AN	APX 900 7/800 MHZ MODEL 3 PORTABLE **SO Line #:** 5.1 **Ship Date:** 13-APR-2020 **SERIAL NUMBERS** 837CWH0280 837CWH0281 837CWH0282 837CWH0283	4	1,352.25	5,409.00
5.1	LSV01S00002A	H885BK - ADD: 3Y ESSENTIAL SERVICE : Duration Service From: 18-APR-2020 Service To: 17-APR-2023	4	90.00	360.00
5.2	H885BK	ADD: 3Y ESSENTIAL SERVICE	4	0.00	0.00
5.3	QA04096AA	ENH: P25 TRUNKING	4	802.50	3,210.00
		Tracking Number(s): 391707822746			

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
8280945225	13-APR-2020	**84,071.80 USD**

P.O. Number	P.O. Date	Customer Account No
KP033120POCOHIAPX	27-MAR-2020	1036992693

Payment Terms	Payment Due Date
Net Due in 30 Days	13-MAY-2020

USD Subtotal	84,071.80
USD Total Tax	0.00
USD Total	84,071.80
USD Amount Due	84,071.80

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

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: 03-24-2020

AGENDA ITEM: Radio's for Highway Department

SUMMARY:

1. Attached are two quotes concerning the radio's that are used by the Polk County Highway Dept.
2. First is a quote to replace all the existing vhf narrow band radios with new 800 mhz radio's.
3. These radio's would work off the same tower as Polk County Sheriff and would be able to communicate between departments during a disaster.
4. Second Quote is for fixing the antenna for the vhf narrow band radios. This would require Stones to climb the tower and replace the existing antenna.
5. Our vhf radio's can not communicate with Dispatch/Sheriff's Dept/Fire and Rescue/EMS during a disaster.
6. Would be able to cover these expenses without changing the budget due to savings in other areas of the budget
7. Recommend Replacing Radios at this time.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by _____ seconded by _____ to approve the quote with Stones Radio of Grand Forks to ???? in the amount of $?????

STONE'S
Mobile Radio Incorporated

1550 47th Ave South Grand Forks, ND 58201 Tel: (701) 772-6691

Sales Quotation

Quotation #: 02038917

Quote Valid For : 30 Days

Date: 3/19/2020
Acct Rep: Kevin Praska

PO Reference Number:

From:
Stone's Mobile Radio, Inc
1550 47th Ave S

Grand Forks, ND 58201
Telephone: (701) 772-6691
Fax : (701) 772-7096

Acct#: POCOHI
POLK COUNTY HWY DEPT
820 OLD HWY 75 SOUTH

CROOKSTON MN 56716
Telephone: 218-470-8267
Contact : RANDY HUOT

QTY	DESCRIPTION	UNIT PRICE	TOTAL
26.00	APX1500 800 MOBILE	2,655.50	69,043.00
4.00	APX900 7/800 PORTABLE	2,296.70	9,186.80
30.00	RADIO PROGRAMMING	76.92	2,307.60

Subtotal:	80,537.40
Sales Tax:	0.00
Quotation Total:	80,537.40

Terms:

Warranty:

Notes:
Furnish new ARMER 1500 mobiles and APX 900 portables for Highway Dept.

STONE'S
Mobile Radio Incorporated
1550 47th Ave South Grand Forks, ND 58201 Tel: (701) 772-6691

Sales Quotation

Quotation #: 02038798

Quote Valid For : 30 Days

Date: 3/9/2020
Acct Rep: Mike Nielsen

PO Reference Number:

From:
Stone's Mobile Radio, Inc
1550 47th Ave S

Grand Forks, ND 58201
Telephone: (701) 772-6691
Fax : (701) 772-7096

Acct#: POCOHI
POLK COUNTY HWY DEPT
820 OLD HWY 75 SOUTH

CROOKSTON MN 56716
Telephone: 218-470-8267
Contact : RANDY HUOT

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1.00	150-160 DIPOLE	1,395.00	1,395.00
350.00	ANDREW 7/8" FOAM HELIAX	7.16	2,506.00
2.00	ANDREW MALE SILVER 7/8" L	65.34	130.68
1.00	CONTRACT LABOR	5,500.00	5,500.00
6.00	LABOR CHARGE	98.00	588.00
90.00	MILEAGE CHARGE	0.59	53.10
6.00	SHOP SUPPLIES	6.86	41.16
1.00	SHIPPING & HANDLING	150.00	150.00
2.00	GROUND KIT	43.20	86.40
5.00	HANGER CLIP	60.46	302.30
2.00	HOISTING GRIP	59.30	118.60

Subtotal: 10,871.24
Sales Tax: 0.00
Quotation Total: 10,871.24

Terms:

Warranty:

Notes:
Replace antenna and coax at Marcoux

Warrant No. P Card

Motorola

Date Received

Date Entered

Date of Check

Amount of Claim $ 84071.80

Approved by Richard Sanders RS

Fund	Department	Program	Service	Object	Amount	Description	Vendor #	Invoice #
3	310			6607	84071.80	Equipment	4557	Acct. # 4917

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: 05-07-2020

AGENDA ITEM: Replace Engineering Tech IIIC

SUMMARY:

1. Polk County Highway Engineering Tech IIIC has filed their resignation papers effective May 31, 2020
2. Need approval to fill position.

ACTION REQUESTED:

1. A motion was made by _____ seconded by _____ to allow Polk County Highway to fill Engineering Tech IIIC position and authorize Human Resources to advertise for the position.

Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 5-05-2020

AGENDA ITEM:
1. Approve the Polk County Match Assurance Letter - Neilsville Bridge – Build Grant
2. Approve Resolution (2020-43) Agreeing To Be A Lead Applicant For BUILD Transportation Grant

SUMMARY:

1. Previous grant application had the following documents approved by Polk County to attach to the grant application.
2. Need to update.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion was made by Commissioner seconded by Commissioner to approve the Polk County Match Assurance Letter as presented.
2. Approves Resolution (2020-43) Agreeing To Be A Lead Applicant For BUILD Transportation Grant

March 16, 2020

Elaine L. Chao
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Chao,

On behalf of Polk County, Minnesota, please accept this letter of match assurance for the Multi-State Regional Connectivity Project BUILD Transportation Grant application.

Polk County will commit a match amount if the BUILD grant is awarded, from the following revenue sources:

- Federal State Aid
- County State Aid
- Local Bridge Bonding

The BUILD Discretionary Grant Application, presented by Polk County, Minnesota in partnership with Traill County, North Dakota, represents an important economic opportunity for the counties, the communities within both counties, and communities throughout the surrounding region.

Replacing the bridge and upgrading the road will have immediate impacts to the local community and will derive short-term and long-term benefits in the areas of economic competitiveness, safety, environmental protection, quality of life, and state of good repair.

Thank you for your commitment to the communities in need across our nation. We courteously request your continued support for the Multi-State Regional Connectivity Project.

Sincerely,

_____
Gary Wilhite, Chair
Polk County Commission

_____
Charles Whiting, Polk County Administrator

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

RESOLUTION (2020-43)

Resolution Agreeing To Be A Lead Applicant For
BUILD Transportation Grant

The following resolution (2020-43) was offered by Commissioner:

WHEREAS, Transportation is a vital part of Polk County's infrastructure and adequate transportation facilities are essential to sustain and maintain the social and economic wellbeing of the area;

WHEREAS, The Further Consolidated Appropriations Act of 2020 made available $1 billion for National Infrastructure Investments, otherwise known as BUILD Transportation Grants.

NOW THEREFORE BE IT RESOLVED, The Polk County Board of Commissioners agrees to serve as the lead applicant for a BUILD Transportation Grant application with Traill County, North Dakota on the Multi-State Regional Connectivity Project. Agreeing to be a co-applicant includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED, The Polk County Board of Commissioners authorizes the submittal of a BUILD Transportation Grant application for the Multi-State Regional Connectivity Project.

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 5th day of May 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 5th day of May, 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: Michelle M. Cote, Director of Property Records

MEETING DATE: May 5, 2020

AGENDA ITEM: Abatement Request – RBJ's Restaurant, Crookston

SUMMARY:

- An application for abatement of property tax has been received from RBJ's Restaurant/Kim Samuelson Owner requesting a reduction of the 1st half of the 2020 taxes by 50%.
  Letter and abatement form attached

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

Motion approving or denying abatement application

Gourmet Creations

RBJ's

Dear Polk County Auditor, Treasurer, Assessor, and County Commissioners:

On behalf of RBJ's of Crookston – property ID #82.02761.00 – we would like to request a reduction of our property taxes. Our building is no longer able to operate under its original intent. By no fault of ours, presently we are operating at 15% of our normal rate. This amount is not expected to change in the next 120 days. We understand your staffing and building have limited access, so please advise as to further steps that need to be taken. Specific financial reports can be provided as needed.

Thank you,

Kim Samuelson
RBJ's Restaurant
281-3636

RBJ's Spreadable Fruit • 1601 University Ave • Crookston, MN 56716 • 218-281-3636
Fax: 218-281-4339 • Email: rbjsjam@rrv.net • www.spreadablefruit.com

MINNESOTA · REVENUE

CR-PTA

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): _____

And Taxes Payable in Year(s): 2020

Applicant and Property Information

Applicant Information

Last Name	First Name	Middle Initial
RBJs Samuelson	Kimberly	A

Property Address: 1601 University Ave redacted

City	State	Zip code	County
Crookston	MN	56716	Polk

Parcel ID or legal description of property (from tax statement or valuation notice)	School District Number
82.02761.00	

Applicant's Statement of Facts/Settlement

Applicant's Statement of Facts

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

Land	Structures	Total

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

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

Explain why the above amount has not been paid

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

Explain why the above amount has not been paid

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

Explain why the above amount has not been paid

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

Explain why you think this settlement is fair and reasonable

We would like to Reduce our 1st 1/2 taxes by 50% as the building is not being used to serve its purpose financial document are available to support. if situation continues we will need to adjust second half taxes

Sign Here

Signature of Applicant

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

Signature of Applicant	Date
Kim A Samuelson RBJ	4-28-20

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

Use of Information

In order to be considered for abatement, you must file this form.

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

Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: MICHELLE M. COTE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: May 5, 2020

AGENDA ITEM: ELECTION EQUIPMENT PURCHASE – Omni Ballot Assistive Device

SUMMARY:
Polk County has been awarded $23,245.07 in the 2nd round of the (VEGA) Voting Equipment Grant.
I am requesting to purchase 13 OmniBallot machines to utilize this funding.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

A motion was made by Commissioner seconded by Commissioner and adopted by unanimous vote of the Board to authorize the purchase of 13 OmniBallot Assistive Device machines in the amount of $57,200 with the cost offset by the VEGA Grant Funding.

SEACHANGE
Election Services

In partnership with DEMOCRACYLIVE
VOTER INFORMATION TECHNOLOGIES

OMNIBALLOT TABLET

HAVA compliant ballot marking device used in polling locations for voters with disabilities

FEATURES + BENEFITS:

Easy & Flexible
- Easily integrates with current tabulation systems
- Simple data upload and setup process
- Prints marks directly onto optical scan ballot
- An emergency Ballot-on-Demand alternative

Accessible
- Minnesotans with disabilities can independently and privately mark their ballots
- Enables the voter to utilize visual magnification, headphones, tactile buttons and sip-and-puff devices
- Ensures compliance with the federal Help America Vote Act (HAVA) accessibility requirement

Cost Effective
- Less expensive than alternative systems
- Easy to set up, maintain, store and transport
- Printer can be re-purposed

Secure
- Reviewed and approved for ballot marking by SLI, a federally approved independent lab
- Utilizes proven Microsoft Windows operating system
- Hardened System- No wireless Internet required

WINDOW BALLOTING TABLETS FROM DELL, HP AND MICROSOFT

EMBRACING TECHNOLOGY . REDEFINING PRINT.

Doug.Sunde@seachangemn.com
(763) 586-3751 - www.seachangemn.com

SEACHANGE
Election Services

3601 18th St S Ste 101 St. Cloud, MN 56301
14505 27th Ave N Plymouth, MN 55447-4802
P: (763) 586-3749
e: shelly.angen@seachangemn.com

OmniBallot Tablet Order Form

Shipping Address
[County Name]: Polk
[Contact]; Michelle M. Cote
[Street Address}612 N. Broadway Ste 207
[City]: Crookston, MN 56716
[Phone]: 218.281.2554

Billing Address (if different than Shipping)
[County Name]: Polk
[Contact]; Michelle M. Cote
[Street Address}612 N. Broadway Ste 207
[City]: Crookston, MN 56716
[Phone]: 218.281.2554

PO #:

Deliver by:

Description	QTY	Standard Unit Price	MnCCC Unit Price	Total Discounted Fees
OMNI BALLOT Tablet with Ballot-on-Demand and Print-on-ballot Integrated System (Equipment) Dell Tablet (hardened) with OmniBallot version 2.0 software (installed), hard case for tablet, Brother OKI B432dn-b printer with soft-sided transport case, Accessible multi-button ADA input device, Accessible 3-button input device, headphones, and training at one of two SeaChange locations.	13	$4,230.00	$3,845.00	$5,005.00
QR bar code scanner for ballot activation **(optional)**		$110.00	$90.00	$0.00
Hard-sided, stackable printer transport case **(optional)**	13	$275.00	$225.00	$650.00
Printer toner (small capacity toner is included)		$76.00	$76.00	$0.00
16GB Thumb Dreive for Election configuration (one is included per unit purchased)		$19.95	$19.95	$0.00
Removal and recycling of existing AutoMark equipment **(optional)**		$50.00	$50.00	$0.00
Training days at Customer Site - $1,650 per day **(optional)**		$1,850.00	$1,650.00	$0.00
Shipping and handling	13	$105.00	$105.00	$0.00
Software License Fee (right to use) - annual fee per unit	13	$250.00	$225.00	$325.00
Hardware replacement services (after initial warranty period - **optional**)		$125.00	$100.00	$0.00
		Total:	**$57,200.00**	

Signature

[Print Authorized Name]
[County Name]

Date

Signature

Lisa Meredith
MnCCC Executive Director

Date

Michelle Cote

From: Nelson, Christine (OSS) <Christine.Nelson@state.mn.us>
Sent: Monday, April 27, 2020 10:40 AM
To: Michelle Cote
Subject: [External] VEGA-2 Grant Award

Importance: High

OFFICE OF THE MINNESOTA SECRETARY OF STATE

Date: April 27, 2020

To: ***Michelle M. Cote***
Director of Property Records/Election Administrator
Polk County

From: David Maeda
Director of Elections
Office of the Minnesota Secretary of State

Subject: VEGA-2 Grant Award

Thank you for your submission of the VEGA-2 grant application for ***Polk County.*** Applications were submitted requesting over $3.8 million in grants from 49 counties and 23 municipalities. As a result, the requested grants have been pro-rated to appropriate the $2 million available in the grant fund.

Please note that the grant allocations are based on the number of precincts in your jurisdiction for the 2018 State General Election.

The VEGA-2 voting equipment grant awarded to ***Polk County*** and the corresponding minimum local match is:

	Grant Award	Minimum Match
Op. Scan Tabulators/AVDs	***$23,245.07***	***$23,245.07***
Electronic Rosters	***$0.00***	***$0.00***
Total Grant Award	***$23,245.07***	

The awarded funds will be transmitted to you after the Grant Contract is completed and returned to the Office of the Minnesota Secretary of State. The Grant Contract will be E-mailed to you when it has been encumbered. When you receive the VEGA-2 Grant Contract, please complete the contract and return it by e-mail to bradley.k.anderson@state.mn.us. The grant funds will not be sent until after the signed contract has been received by the Secretary of State's Office and is fully executed by the Secretary of State's Office.

Sincerely,

David Maeda
Director of Elections