

**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) 126 961 9643**

**Password If Needed: (Phone Password) 42782788**

**Please see below how to address the Board during the meeting.**

**MAY 26, 2020**

- 8:00 A.M.      MEETING OPEN/CONVENE  
CALL TO ORDER  
REVIEWAL & APPROVAL OF THE AGENDA  
COUNTY BOARD MEMBERS ISSUE FORUM**
- 8:30            JIM TADMAN - SHERIFF**  
**1. Acknowledgement Of The Support And Donations From Residents and Businesses During The Stay At Home Order**  
**2. Monthly Sheriff Reports**
- 8:50            JACOB SNYDER – PLANNING AND ZONING**  
**1. Resolution (2020-47) Conditional Use Permit For Philip Knutson For An Accessory Structure Over 2500 Sq. Ft.**  
**2. Resolution (2020-48) Conditional Use Permit For Shawn Cormican For Total Accessory Structure Over 4000 Sq. Ft.**  
**3. Resolution (2020-49) Conditional Use Permit For Joseph Troyer For Operation Of A Sawmill Out Of An Accessory Structure**  
**4. Preliminary Plat Approval Zavoral Addition**
- 9:50            SARAH REESE – PUBLIC HEALTH**  
**1. Minnesota Department of Human Services County Grant Contract – Regional Preventionm Coordinator**  
**2. COVID-19 Update**
- 10:05          KAREN WARMACK – SOCIAL SERVICES**  
**1. Eligibility Worker Replacement Request**
- 10:10          MARK DIETZ – FACILITIES**  
**1. Polk County Government Center Fire Alarm**
- 10:20          CHUCK WHITING - ADMINISTRATOR**  
**1. COVID-19 Operations Plan and Umbrella Policy**

**ADJOURN**

**Public participation instructions: 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.



## Board of Commissioners

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

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

**FROM:** JIM TADMAN - SHERIFF

**MEETING DATE:** MAY 26, 2020

**AGENDA ITEM:** 1. Acknowledgement of the support and donations from residents and businesses during the stay home order  
2. Monthly Sheriff Reports

**SUMMARY:** Present and discuss the April Sheriff Reports  
Acknowledge support and donations

**ACTION:** For information only

April											
Date:	Reason	Mileage	Deputy/Deputies	Medical	Mental Health	MN Prison/Jails	Out of state	ME	Federal	Other	Hours
1	St Cloud/Shakopee	613	5019/5028			613					22
6	Cass Fargo on 10-69	164	5028				164				2.75
8	St Cloud/Shakopee/Owatanna	788	5019/5028			788					26.5
9	Federal to Riverview	2	5016/5028						2		2.5
10	GF County 10-69	32	5028				32				1
13	GF County 10-69	58	5028				58				1.5
14	Jamestown/St Cloud	682	5028				682				11.5
22	Juvenile to St Cloud	467	5028							467	7.25
24	GF County 10-69	32	5028				32				1.75
29	MCF Shakopee/pick up shields	725	5019			725					13.25
	April total	3563		0	0	2126	968	0	2	467	90

Summary  
Comparison  
Transport  
Log

	2013	2014	2015	2016	2017
January	4507	5093	9735	8421	9255
February	4696	5545	5816	9321	11869
March	8652	5737	8367	13085	9314
April	5103	5385	9039	5719	5385
May	5871	7266	6875	9299	7115
June	5736	5787	7437	5961	13013
Subtotal	<b>34565</b>	<b>34813</b>	<b>47269</b>	<b>51806</b>	<b>55951</b>
July	4130	7762	7097	6324	8698
August	8073	8137	9799	7251	10931
September	4582	6815	7076	4941	7150
October	7260	7299	6417	7388	7867
November	5504	7926	9251	9509	10469
December	5792	9869	10015	4691	5587
<b>Totals</b>	<b>69906</b>	<b>82621</b>	<b>96924</b>	<b>91910</b>	<b>106653</b>

Summary  
Comparison  
Transport  
Log

	2018	2019	2020	2021	2022
January	7318	7638	9712		
February	8009	7565	6536		
March	8800	7314	7868		
April	7732	8179	3563		
May	9707	6606			
June	8490	5965			
Subtotal	50056	43267	27679	0	0
July	7182	11450			
August	6855	10886			
September	8030	8251			
October	9423	14304			
November	5378	8236			
December	9288	7567			
<b>Totals</b>	<b>96212</b>	<b>103961</b>	<b>27679</b>	<b>0</b>	<b>0</b>





# POLK COUNTY SHERIFF'S OFFICE

Sheriff James Tadman

Chief Deputy Mike Norland

600 Bruce Street • P.O. Box 416 • Crookston, MN 56716

218.281.0431 • Fax 218.281.0401

James.Tadman@co.polk.mn.us

www.co.polk.mn.us

Civil Document Service Statistics

Printed on May 19, 2020

Paper Type(s)	Totals	
Amended Notice of Hearing	2	2
Established Summons & Complaint; Supporting Affidavit	3	3
Notice	1	1
Notice; Order	1	1
Notice; Statement of Rights; Other; Supporting Affidavit; Established Summons & Complaint	2	2
Order; Notice	1	1
Order to Appear	1	1
Order to Show Cause	1	1
Other	2	2
Other; Summons; Petition; Affidavit; Order; Notice of Filing	1	1
Petition; Notice	1	1
Statement of Claim and Summons	1	1
Statement of Rights; Other; Notice; Established Summons & Complaint; Supporting Affidavit	2	2
Summons & Complaint	36	36
Summons; Complaint	8	8
Summons, Complaint & Acknowledgement	2	2
Summons; Complaint; Notice of Motion & Motion; Supporting Affidavit	1	1
Summons & Notice	1	1
Summons & Petition	2	2
Summons; Petition	2	2
Summons; Petition for Dissolution of Marriage; Other	1	1
Summons; Petition; Verification; Other	1	1
Totals	73	73

Paid Services: \$4610.30

No charge Services: \$372.20

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CFS By Month and Primary INC Code - PCSO only

Printed on May 1, 2020

Description	Totals	
911 Duplicate Call	2	2
911 Handled by Dispatch	58	58
911 Hang Up	80	80
911 Open Line	3	3
911 Pocket Dial	4	4
Abandoned Vehicle	2	2
Alarm	1	1
Alarm - Residential	3	3
Allergic	1	1
Animal Bite	1	1
Animal Complaint	8	8
Animal Complaint - Mistreatment	3	3
Animal - Lost and Found	1	1
Assault	3	3
Assist Other Agency	17	17
Bad Checks - Fraud	1	1
Burglar Alarm - Audible - Business	2	2
Burglar Alarm - Silent - Business	2	2
Burglary	4	4
Burglary Alarm - Audible - Bank	1	1
Child Custody Complaint	2	2
Child Protection Report	11	11
Civil Complaint	5	5
Civil Process	134	134
Conservations - Littering/Wildlife	2	2
Court	1	1
Damage to Property	3	3
Death Notification	2	2
Domestic Non-Violent	2	2
Domestic Violent	3	3
Fight	2	2
Fire Brush and Grass	1	1
Fraud	1	1
Harassment	1	1
Hit & Run	1	1
Info	22	22
Intoxicated Subject	2	2
Juvenile Complaint	7	7
Juvenile Offender	1	1

Description	Totals	
Juvenile - Other	2	2
Medical - Other	1	1
Missing Person	2	2
Motorist Assist	17	17
MVA - Property Damage	4	4
Neglect of Child	1	1
Noise Complaint	3	3
Open Door - Unsecure Building	3	3
Panic Alarm - Silent	1	1
Parking Complaint	3	3
Possible DUI Vehicle	2	2
Probation Checks	1	1
Property - Lost and Found	2	2
Public Assist	17	17
Public Peace	5	5
Public Works/Utilities	1	1
Runaway	1	1
Search Warrant	1	1
Security Checks	1	1
Seizure	1	1
Sexual Assault	2	2
Shooting	1	1
Special Detail	5	5
Suicide Threats	2	2
Suspicious Activity	4	4
Suspicious Person	1	1
Suspicious Vehicle	10	10
Theft	9	9
Theft - Gas Drive Off	2	2
Threats	2	2
Traffic - All Other	8	8
Traffic Complaint	13	13
Traffic Control	2	2
Traffic Hazard	6	6
Traffic Stop	49	49
Transport - Mental Health	1	1
Transport - MN Prison or Jail	2	2
Transport - Other	6	6
Transport - Out of State	2	2
Unattended Death	1	1
Unwanted Person	3	3
Vandalism	1	1
Vehicle Lock Out	2	2
Verbal Dispute	1	1
Violation of Court Order	2	2
Vulnerable Adult	4	4

Description	Totals	
Warrant	2	2
Welfare Check	7	7
Totals	619	619



## Board of Commissioners

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

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

**FROM:** Jacob Snyder - Planning & Zoning Administrator

**MEETING DATE:** May 26, 2020

**AGENDA ITEM:** Conditional Use Permit –Phil Knutson (Parcel #59.00090.01)

**SUMMARY:**

- 1) Applicant is requesting a Conditional Use Permit (CUP) to construct a new 46' x 66' (3,036 sq. ft.) accessory structure, which will bring the total accessory structure square footage on the property to over 2,500 sq. ft. on a 4-acre parcel located in the Agricultural/ Floodplain zoning district of Rhinehart Township.
- 2) The applicant owns a 4-acre parcel of land in the Agricultural Zoning District in Section 24 of Rhinehart Township.
- 3) The property is located in the agricultural zoning district, and the 100-year floodplain (1% chance of that flooding event).
- 4) The structure must meet the MN State RFPE standards for floodplain requirements for elevating the structure on fill to 1.5 feet above the Base Flood Elevation. Our office must receive a certificate of elevation preliminary/final in order to issue the land use permit.
- 5) We have received the land alteration application for the fill materials to be hauled into the site.
- 6) The applicant would like to construct a 46' x 66' (3,036 sq. ft.) storage building on his property for personal use. The proposed building will meet all applicable County setbacks.
- 7) The applicant currently has no permitted accessory structures.
- 8) If the applicant had 5 acres or more of land, he wouldn't be required to go through the conditional use permit process.
- 9) There are existing trees between the road and the proposed structure which we will address conditionally to limit the proposed structures view from the adjacent roadway.
- 10) Comments from Ceil Strauss, State Floodplain (NFIP) Manager, stating the parcel is in floodplain area, they are not asking for variances to the floodplain standards/requirements. I don't see any concerns from the floodplain management perspective.
- 11) Planning Commission as well as P&Z Staff recommends approval of the Conditional Use Permit request with several conditions.

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

Resolution to approve/deny the CUP request of Phil Knutson to build a 46' x 66' (3,036 sq. ft.) accessory structure for personal storage with Planning Commission recommendations.

# BOARD OF COUNTY COMMISSIONERS

**Phil Knutson**  
**Parcel # 59.00090.01**

**May 26, 2020**

## APPLICANT REQUEST:

Applicant is requesting a Conditional Use Permit (CUP) to construct a new 46' x 66' (3,036 sq. ft.) accessory structure, which will bring the total accessory structure square footage on the property to over 2,500 sq. ft. on a 4-acre parcel located in the Agricultural/ Floodplain zoning district of Rhinehart Township.

## ZONING ORDINANCE REQUIREMENTS:

1. PCZO 17.5210: All structures, including accessory structures, must be elevated on fill so that the lowest floor including basement floor is at or above the Regulatory Flood Protection Elevation. (=1.5 feet above Base Flood Elevation)
2. PCZO 13.4220: On parcels larger than two acres up to and including five acres, the maximum size for an accessory structure shall be 2500 sq.ft. Two or more accessory structures having a combined total of 2500 sq. ft. are permitted. Additions to existing accessory structures will be permitted only in cases where the total square footage after the addition will not exceed 2500 sq.ft.
3. PCZO 13.4240: All accessory structures constructed under this section must meet the following criteria:
  - 13.4241: Location shall be in accordance with 13.8000.
  - 13.4242: The structure shall be used only by the occupant(s) of the residence. The structures may be used for: Storage of household goods, recreational vehicles and equipment, personal vehicles, maintenance and repair of personal vehicles and equipment, a shop or similar activity, keeping of animals and appurtenant equipment and supplies, and as otherwise regulated by this ordinance.
4. PCZO 13.7000 states: **CONDITIONAL USES.** Land in the agricultural district shall be used for any of the following purposes only upon the issuance of a Conditional Use Permit.

13.7001 Non-Agricultural Accessory structures:

- a.) **Accessory structures of over 2,500 sq. ft. on parcels greater than two acres and less than five acres.**

**PERTINENT FACTS:**

- 1) The applicant owns a 4-acre parcel of land in the Agricultural Zoning District in Section 24 of Rhinehart Township.
- 2) The property is located in the agricultural zoning district, and the 100-year floodplain (1% chance of that flooding event).
- 3) The structure must meet the MN State RFPE standards for floodplain requirements for elevating the structure on fill to 1.5 feet above the Base Flood Elevation. Our office must receive a certificate of elevation preliminary/final in order to issue the land use permit.
- 4) We have received the land alteration application for the fill materials to be hauled into the site.
- 5) The applicant would like to construct a 46' x 66' (3,036 sq. ft.) storage building on his property for personal use. The proposed building will meet all applicable County setbacks.
- 6) The applicant currently has no permitted accessory structures.
- 7) If the applicant had 5 acres or more of land, he wouldn't be required to go through the conditional use permit process.
- 8) There are existing trees between the road and the proposed structure which we will address conditionally to limit the proposed structures view from the adjacent roadway.

**COMMENTS RECEIVED:**

- 1) Ceil Strauss, State Floodplain (NFIP) Manager, while this parcel is in floodplain areas, they are not asking for variances to the floodplain standards/requirements. I don't see any concerns from the floodplain management perspective.
- 2) \*Our office may receive more comments prior to May 26, meeting which shall be addressed at the board meeting.

**PLANNING COMMISSION/STAFF RECOMMENDATIONS:**

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

- 1) Rhinehart Township official must sign off on the application prior to issuance of the Land use zoning permit.
- 2) The structure should be screened from the roadway by leaving natural trees between the road ROW and the structural setback to limit the of view from the adjacent roadway.
- 3) The structure must meet Regulatory Flood Protection Elevation standards for 100-year floodplain by elevating the structure on fill to at least 1.5 feet above the Base Flood Elevation. We must receive a certificate of elevation preliminary/final in order to issue the land use permit.
- 4) The structure shall be used only by the occupant(s) of the residence. The structures may be used for: Storage of household goods, recreational vehicles and equipment, personal vehicles, maintenance and repair of personal vehicles and equipment, a shop or similar activity, keeping of animals and accessory equipment and supplies, and as otherwise regulated by the Polk County zoning ordinance.
- 5) The conditional use permit shall become void one year after it was granted unless used.
- 6) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
- 7) That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 8) That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- 9) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 10) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 11) That the use of the property shall at all times be in compliance with all Federal, State of Minnesota, and County of Polk rules and regulations.

**Note\* Board packet was due prior to Planning Commission meeting dated 5-22-20. Any changes to the recommendations will be brought to the County Boards attention.**



Phil Knutson  
Shed - 46 x 66  
Parcel # 59.00090.01



**Legend**

- E911\_Road
- Polk\_GIS.DBO.Parcels

By: Dylan Hensch  
Planning and Zoning  
2020









RESOLUTION OF THE POLK COUNTY  
BOARD OF COMMISSIONERS

**Conditional Use Permit For Philip Knutson  
For An Accessory Structure Over 2500 Sq. Ft.**

**RESOLUTION (2020-47)**

The following resolution (2020-47) was offered by Commissioner

WHEREAS, Polk County Zoning Ordinance, Section 13.4220 allows for an accessory structure larger than 2500 sq. ft. in the Agricultural/Floodplain District; and

WHEREAS, Philip Knutson owns land described as: The South 264 feet of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-four (24), Township One Hundred Fifty-one (151), North of Range Fifty (50) West of the Fifth Principal Meridian, parcel #59.00090.01.

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

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant owns a 4-acre parcel of land in the Agricultural Zoning District in Section 24 of Rhinehart Township.
2. The property is located in the agricultural zoning district and the 100-year floodplain (1% chance of that flooding event).
3. The structure must meet the MN State RFPE standards for floodplain requirements for elevating the structure on fill to 1.5 feet above the Base Flood Elevation. Our office must receive a certificate of elevation preliminary/final in order to issue the land use permit.
4. We have received the land alteration application for the fill materials to be hauled into the site.
5. The applicant would like to construct a 46' x 66' (3,036 sq. ft.) storage building on his property for personal use. The proposed building will meet all applicable County setbacks.
6. The applicant currently has no permitted accessory structures.
7. If the applicant had 5 acres or more of land, he wouldn't be required to go through the conditional use permit process.

8. There are existing trees between the road and the proposed structure which we will address conditionally to limit the proposed structures view from the adjacent roadway.
9. Ceil Strauss, State Floodplain (NFIP) Manager, while these are in the floodplain areas, they are not asking for variance to the floodplain standards/requirements. I don't see any concerns from the floodplain management perspective.
10. The proposed use is a conditional use expressly designated in the ordinance; and,
11. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
12. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
13. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
14. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
15. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

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

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.



WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 26<sup>th</sup> day of May 2020.

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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

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

**FROM:** Jacob Snyder - Planning & Zoning Administrator

**MEETING DATE:** May 26, 2020

**AGENDA ITEM:** Conditional Use Permit –Shawn Cormican (Parcel #13.00155.01)

**SUMMARY:**

- 1) Applicant is requesting a Conditional Use Permit (CUP) to construct a new 50' x 70' (3,500 sq. ft.) accessory structure, which will bring the total accessory structure square footage on the property to over 4,000 sq. ft. on an 8.99 acre parcel of land located in the Agricultural Zoning District of Crookston Township.
- 2) The applicant owns an 8.99-acre parcel of land in the Agricultural Zoning District in Section 27 of Crookston Township.
- 3) The applicant would like to construct a 50' x 70' (3,500 sq. ft.) storage building on his property for personal use. The proposed building will meet all setbacks.
- 4) The applicant currently has a 22' x 56' (1,232 sq. ft.) storage building, 19' x 30' (570 sq. ft.) shed, and an 11'x14' (154 sq. ft.) existing sheds on the property. The proposed request would bring the total accessory structures to 5,456 sq. ft. for this property.
- 5) If the applicant had 10 acres or more of land, he wouldn't be required to go through the conditional use permit process.
- 6) There are existing trees surrounding the proposed building site and agricultural land surrounds the parcel. The applicant was unable to secure anymore property to alleviate the CUP requirements.
- 7) No comments were received and Planning Commission as well as P&Z Staff recommends approval of the Conditional Use Permit request with several conditions.

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

Resolution to approve/deny the CUP request of Shawn Cormican to build a 50' x 70' (3,500 sq. ft.) accessory structure for personal storage with Planning Commission recommendations.

# BOARD OF COUNTY COMMISSIONERS

**Shawn Cormican**  
**Parcel # 13.00155.01**

**May 26, 2020**

## APPLICANT REQUEST:

Applicant is requesting a Conditional Use Permit (CUP) to construct a new 50' x 70' (3,500 sq. ft.) accessory structure, which will bring the total accessory structure square footage on the property to over 4,000 sq. ft. on an 8.99 acre parcel of land located in the Agricultural Zoning District of Crookston Township.

## ZONING ORDINANCE REQUIREMENTS:

1. PCZO 13.4230 states: On parcels over five acres, the maximum size for an accessory structure shall be 4000 sq.ft. Two or more accessory structures having a combined total of 4000 sq. ft. are permitted. Additions to existing accessory structures will be permitted only in cases where the total square footage after the addition will not exceed 4000 sq.ft.
2. PCZO 13.4240 states: All accessory structures constructed under this section must meet the following criteria:

13.4241: Location shall be in accordance with 13.8000.

13.4242: The structure shall be used only by the occupant(s) of the residence. The structures may be used for: Storage of household goods, recreational vehicles and equipment, personal vehicles, maintenance and repair of personal vehicles and equipment, a shop or similar activity, keeping of animals and appurtenant equipment and supplies, and as otherwise regulated by this ordinance.

3. PCZO 13.7000 states: **CONDITIONAL USES.** Land in the agricultural district shall be used for any of the following purposes only upon the issuance of a Conditional Use Permit.

13.7001 Non-Agricultural Accessory structures:

- a.) Accessory structures of over 2,500 sq. ft. on parcels greater than two acres and less than five acres.
- b.) Accessory structures over 4000 sq. ft. on parcels over five acres.**
- c.) A new accessory structure on a parcel of less than 10 acres that would bring the total square footage of accessory structures to over that permitted in Section 13.4200.**

**PERTINENT FACTS:**

- 1) The applicant owns an 8.99-acre parcel of land in the Agricultural Zoning District in Section 27 of Crookston Township.
- 2) The applicant would like to construct a 50' x 70' (3,500 sq. ft.) storage building on his property for personal use. The proposed building will meet all setbacks.
- 3) The applicant currently has a 22' x 56' (1,232 sq. ft.) storage building, 19' x 30' (570 sq. ft.) shed, and an 11'x14' (154 sq. ft.) existing sheds on the property. The proposed request would bring the total accessory structures to 5,456 sq. ft. for this property.
- 4) If the applicant had 10 acres or more of land, he wouldn't be required to go through the conditional use permit process.
- 5) There are existing trees surrounding the proposed building site and agricultural land surrounds the parcel. The applicant was unable to secure anymore property to alleviate the CUP requirements.

**COMMENTS RECEIVED:**

**\*No comments have been received on this CUP request but we may receive some prior to May 26, meeting which will be addressed at the board meeting.**

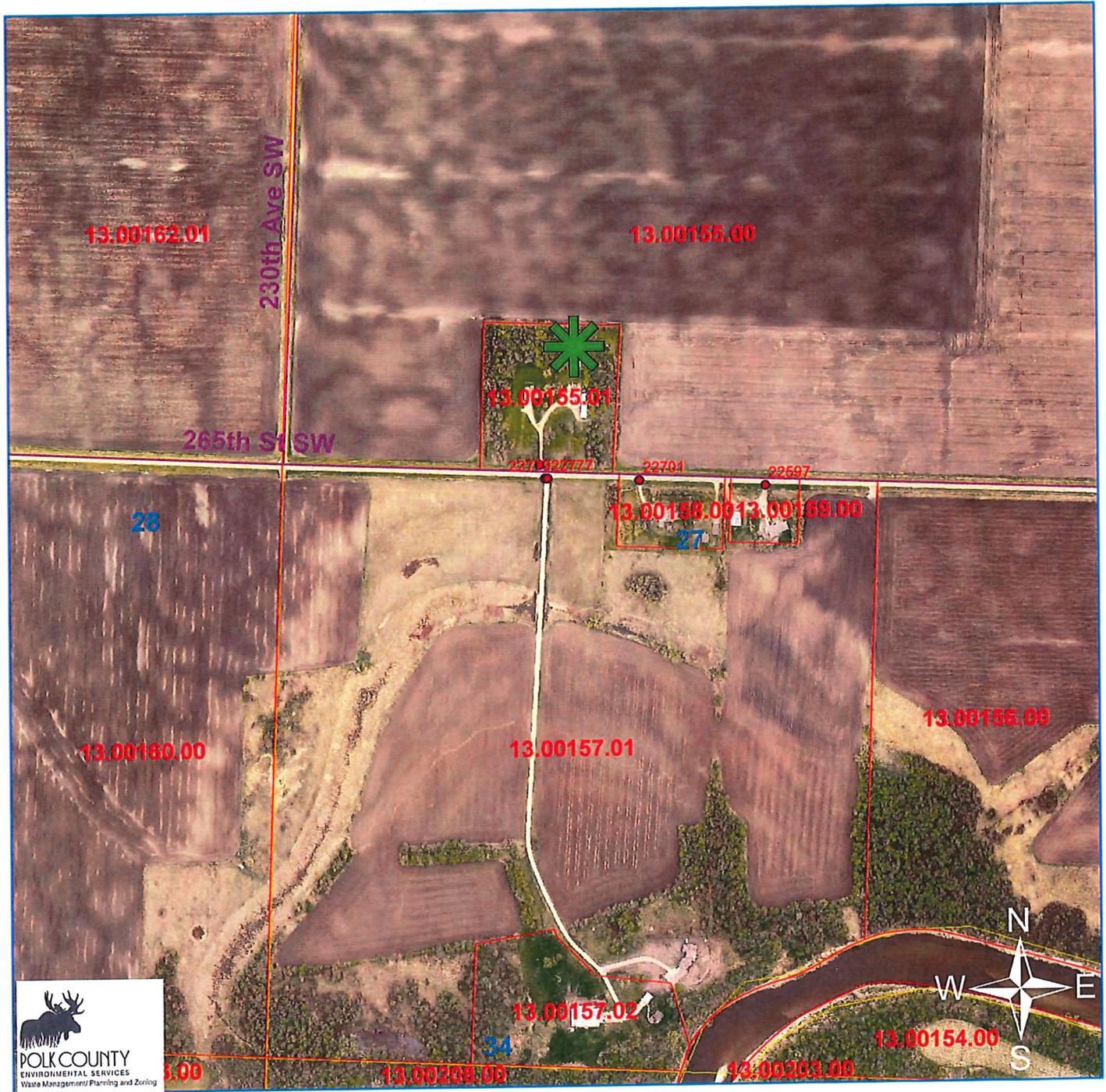
**PLANNING COMMISSION/STAFF RECOMMENDATIONS:**

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

- 1) The structure shall be used only by the occupant(s) of the residence. The structures may be used for: Storage of household goods, recreational vehicles and equipment, personal vehicles, maintenance and repair of personal vehicles and equipment, a shop or similar activity, keeping of animals and accessory equipment and supplies, and as otherwise regulated by the Polk County zoning ordinance.
- 2) Crookston Township official must sign the land use application prior to issuing the permit for this project.
- 3) The conditional use permit shall become void one year after it was granted unless used.

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

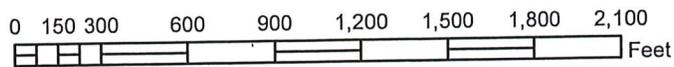
**Note\* Board packet was due prior to Planning Commission meeting dated 5-22-20. Any changes to the recommendations will be brought to the County Boards attention.**



**Legend**

- E911\_Road
- Polk\_GIS.DBO.Parcels
- PolkMN\_Address\_Points
- Indicates Property Location

\*NOTE: Property is entirely within the Ag- Zoning District



Conditional Use Permit Request (Parcel #13.00155.01); Applicant is requesting a CUP to build a 50' x 70' storage building at a height of 24'. The proposed building is for storage purposes. The property is 8.99 acres in size in Crookston Township section 27.

Map Created 5/4/2020  
By: Jacob Snyder  
Planning & Zoning Admin.





13:00155:00

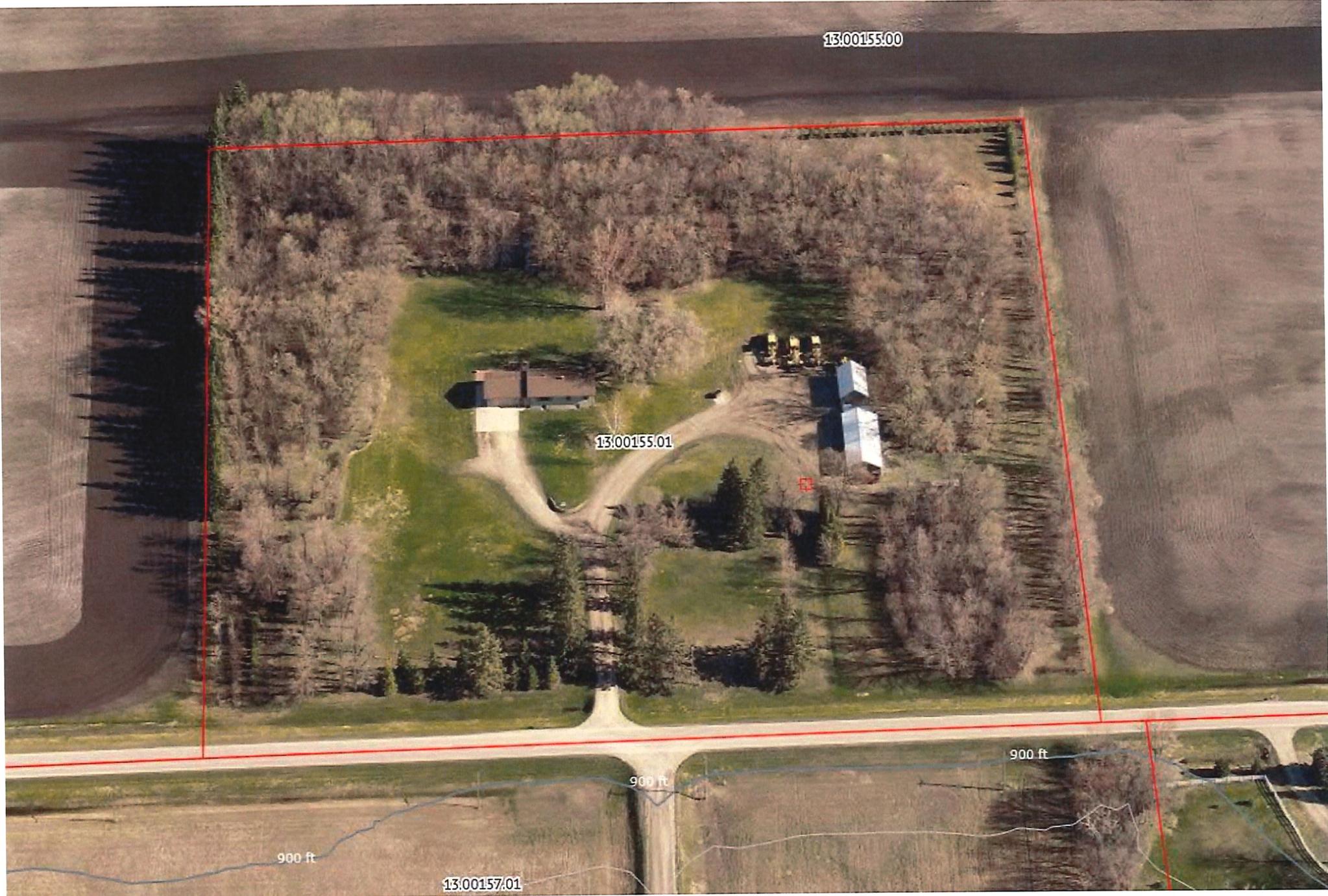
13:00155:01

900 ft

900 ft

900 ft

13:00157:01



RESOLUTION OF THE POLK COUNTY  
BOARD OF COMMISSIONERS

**Conditional Use Permit For Shawn Cormican  
For Total Accessory Structure Over 4000 Sq. Ft.**

**RESOLUTION (2020-48)**

The following resolution (2020-48) was offered by Commissioner:

WHEREAS, Polk County Zoning Ordinance, Section 13.4230 allows for the total accessory structure square footage over 4000 sq. ft. in the Agricultural District; and

WHEREAS, Shawn Cormican owns land described as: That part of the Northwest Quarter (NW ¼) of Section Twenty-seven (27), Township One Hundred Fifty (150), North of Range Forty-six (46), West of the Fifth Principal Meridian, described as follows: Commencing at an iron monument at the Southwest corner of the Northwest Quarter; thence East, assumed bearing along the south line of the said Northwest Quarter of 880.13 feet to the point of beginning of the tract to be described: thence North 00°33`06"West 652.59 feet to an iron monument; thence North 89°28'56" East 605.80 feet to an iron pipe monument; thence South 00°54'46" West 658.11 feet to the south line of said Northwest Quarter; thence West along said South line 589.64 feet to the point of beginning, containing 8.99 acres, more or less, parcel #13.00155.01.

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

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant owns a 8.99-acre parcel of land in the Agricultural Zoning District in Section 27 of Crookston Township.
2. The applicant would like to construct a 50' x 70' (3500 sq. ft.) storage building on his property for personal use. The proposed building will meet all setbacks.
3. The applicant currently has a 22' x 56' (1,232 sq. ft.) storage building 19' x (570 sq. ft.) shed and an 11' x 14' (154 sq. ft.) existing sheds on the property. The proposed request would bring the total accessory structures to 5,456 sq. ft. for this property.
4. If the applicant had 10 acres or more of land, he wouldn't be required to go through the conditional use permit process.
5. There are existing trees surrounding the proposed building site and agricultural land surrounds the parcel. The applicant was unable to secure

anymore property to alleviate the CUP requirements

6. The proposed use is a conditional use expressly designated in the ordinance; and,
7. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
8. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
9. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
10. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
11. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

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

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control





# Board of Commissioners

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

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

**FROM:** Jacob Snyder - Planning & Zoning Administrator

**MEETING DATE:** May 26, 2020

**AGENDA ITEM:** Conditional Use Permit –Joe Troyer (Parcel #65.00038.00)

**SUMMARY:**

- 1) Applicant is requesting a Conditional Use Permit (CUP) to operate a sawmill out of a 45' x 70' (3,150 sq. ft.) accessory structure on a parcel of land located in the Agricultural Zoning District in section 8 of Sletten Township.
- 2) The applicant wishes to operate a sawmill to produce lumber made from locally sourced wood on a 14.7-acre parcel of land in the Agricultural Zoning District in Section 8 of Sletten Township.
- 3) This operation was discovered in February of 2020. The building will be an after-the-fact building as it was erected without a land use permit. The after-the-fact structure **does** meet all setbacks for the location on the site.
- 4) The structure would be processing lumber from locally sourced wood out of the Bemidji area as well as central MN.
- 5) The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Since this discovery he has scaled back operations to only process what was on the site in Feb of 2020.
- 6) The applicant has been acting in good faith since the discovery of this operation and was unaware of the permitting requirements.
- 7) The applicant stated operations would be 5 days a week from the hours of 8am to 5pm. Currently 3 employees will be coming to the site for work and other family on the site work to process the lumber. Max number of workers would be 6.
- 8) Freight will come 1-6 times a week to pickup or deliver logs to process as well as pick lumber to go to market.
- 9) There is a phone on the site to mitigate fire, and emergency services to the area in case of emergency.
- 10) The sawdust from the operation will be sourced to local animal operations to use as bedding on the site. The applicant plans to store the sawdust in a bin or bunker style collection area before hauling off site.
- 11) The applicant stated that he has discussed his plans with nearby landowners to try and mitigate any potential conflicts.
- 12) Richard Moen, Neighbor contacted our office late in January of 2020 to make our office aware of some of the operations on this parcel. Richard also contacted our office to address some of his concerns which include increased truck traffic, noise and fire hazards. Richard sent a letter that will be read/addressed during the meeting.
- 13) Gloria Carver, Neighbor contacted our office to voice support with the operation of the sawmill and didn't have any issues with the sawmill. Regarding truck traffic she stated it is good to see local business in this area.
- 14) Planning Commission as well as P&Z Staff recommends approval of the Conditional Use Permit request with several conditions.

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

Resolution to approve/deny the CUP request of Joe Troyer to operate a sawmill in section 8 of Sletten Township with Planning Commission recommendations.

# BOARD OF COUNTY COMMISSIONERS

**Joe Troyer-CUP**

**65.00038.00**

**May 26, 2020**

## APPLICANT REQUEST:

Applicant is requesting a Conditional Use Permit (CUP) to operate a sawmill out of a 45' x 70' (3,150 sq. ft.) accessory structure on a parcel of land located in the Agricultural Zoning District in section 8 of Sletten Township.

## ZONING ORDINANCE REQUIREMENTS:

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

materials to be used off site, the use of the accessory structure shall not require a Conditional Use Permit, provided the use is in conformance with 13.4300

- 3) PCZO section 13.4309 states: Any home occupation use that does not comply with one or more of the aforementioned conditions shall be required to obtain a Conditional Use Permit as prescribed in 13.7020.

**PERTINENT FACTS:**

- 1) The applicant wishes to operate a sawmill to produce lumber made from locally sourced wood on a 14.7-acre parcel of land in the Agricultural Zoning District in Section 8 of Sletten Township.
- 2) This operation was discovered in February of 2020. The building will be an after-the-fact building as it was erected without a land use permit. The after-the-fact structure does meet all setbacks for the location on the site.
- 3) The structure would be processing lumber from locally sourced wood out of the Bemidji area as well as central MN.
- 4) The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Since this discovery he has scaled back operations to only process what was on the site in Feb of 2020.
- 5) The applicant has been acting in good faith since the discovery of this operation and was unaware of the permitting requirements.
- 6) The applicant stated operations would be 5 days a week from the hours of 8am to 5pm. Currently 3 employees will be coming to the site for work and other family on the site work to process the lumber. Max number of workers would be 6.
- 7) Freight will come 1-6 times a week to pickup or deliver logs to process as well as pick lumber to go to market.
- 8) There is a phone on the site to mitigate fire, and emergency services to the area in case of emergency.
- 9) The sawdust from the operation will be sourced to local animal operations to use as bedding on the site. The applicant plans to store the sawdust in a bin or bunker style collection area before hauling off site.
- 10) The applicant stated that he has discussed his plans with nearby landowners to try and mitigate any potential conflicts.

**COMMENTS RECEIVED:**

- 1) Richard Moen, Neighbor contacted our office late in January of 2020 to make our office aware of some of the operations on this parcel. Richard also contacted our

office to address some of his concerns which include increased truck traffic, noise and fire hazards. Richard sent a letter that will be read/addressed during the meeting.

- 2) Gloria Carver, Neighbor contacted our office to voice support with the operation of the sawmill and didn't have any issues with the sawmill. Regarding truck traffic she stated it is good to see local business in this area.
- 3) \*Our office may receive additional comments prior to May 22, meeting.

### **PLANNING COMMISSION & STAFF RECOMMENDATION:**

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

- 1) The operation shall remain in the scope of the original plan of operations any deviation from the plan of operations would trigger a new conditional use permit.
- 2) Site storage of rough-cut logs or lumber shall meet structural setbacks off property lines and roadways.
- 3) Wood shall be locally sourced from Minnesota and incoming wood must be evaluated for invasive insects that could pose a threat to native timber. (Invasive timber species include but are not limited to Emerald Ash Borer, Hemlock Woolly Adelgid, and Asian Longhorned Beetle)
- 4) The conditional use permit shall become void one year after it was granted unless used.
- 5) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
- 6) That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 7) That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- 8) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 9) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 10) That the use of the property shall at all times be in compliance with all Federal, State of Minnesota, and County of Polk rules and regulations.

**Note\* Board packet was due prior to Planning Commission meeting dated 5-22-20. Any changes to the recommendations will be brought to the County Boards attention.**

## Operating Plan – Troyer Sawmill

RECEIVED

APR 15 2020

POLK COUNTY ENV. SVS.

Duration of business 5 days a week,

Hours will be conducted 8am-5pm

4 people, all family, will be working on the site

*3 Coming from off site to work*

Min selling of products onsite and large orders will be shipped off site

1-6 times a week freight will come to the site to drop off lumber or pickup orders

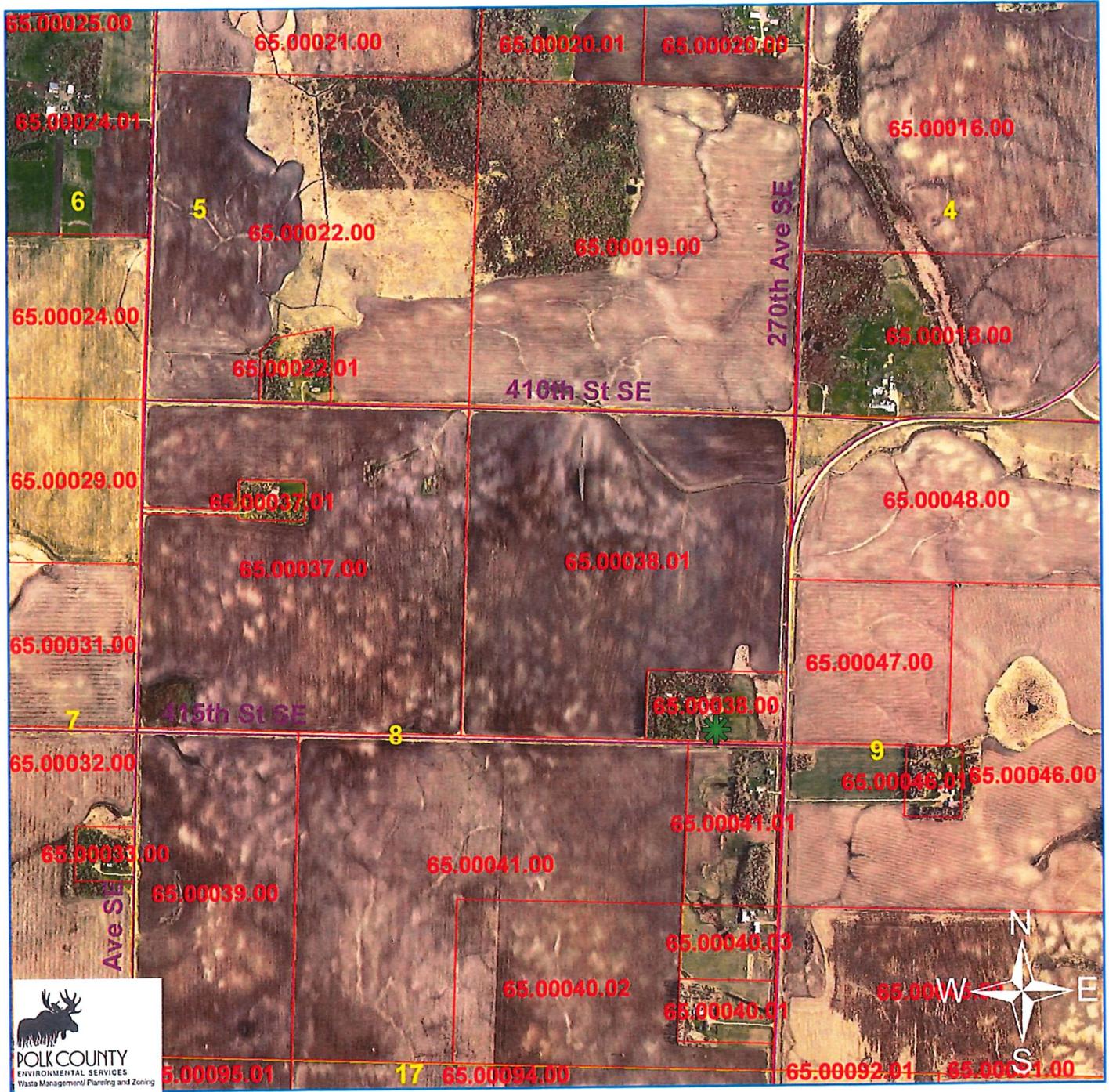
130 cords of wood are currently stored on the site

Max number of workers will be 6

Shields/eye, ear and hand protections as well as safety guards on equipment

Phone on site to mitigate fire hazard on the site, local fire dept number will always be marked by the phone.

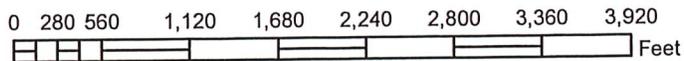
*\*Contacted Farmers about sawdust, might have about 4-  
Truck loads before hauled out. Farmers will use as  
bedding for animals.*



**Legend**

- E911\_Road
- Polk\_GIS.DBO.Parcels
- Sections
- ★ Indicates Property Location

\*NOTE: Property is entirely within the Ag- Zoning District



Conditional Use Permit Request (Parcel #65.00038.00); Applicant is requesting a CUP to operate a sawmill out of a 45' x 70' building. The property is 14.7 acres in size located in Sletten Township section 8.

Map Created 5/4/2020  
 By: Jacob Snyder  
 Planning & Zoning Admin.









RESOLUTION OF THE POLK COUNTY  
BOARD OF COMMISSIONERS

**Conditional Use Permit For Joseph Troyer**  
**For Operation Of A Sawmill Out Of An Accessory Structure**

**RESOLUTION (2020-49)**

The following resolution (2020-49) was offered by Commissioner:

WHEREAS, Polk County Zoning Ordinance, Section 13.7003 allows for the operation of a sawmill. in the Agricultural District; and

WHEREAS, Joseph Troyer owns land described as: That part of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Eight (8), Township One Hundred Forty-seven (147) North of Range Forty-one (41) West of the Fifth Principal Meridian, described as follows: Commencing at the Southeast corner of said SE ¼ NE ¼; thence in a Northerly direction parallel with the East line of said Section 8, a distance of 567.6 feet, thence in a Westerly direction parallel to the South line of SE ¼ NE ¼ of said Section 8, a distance of 1,126 feet; thence southerly parallel to the East line of said Section 8, a distance of 567.6 feet; thence westerly parallel with the south line of the SE ¼ NE ¼ of said Section 8, to the point of beginning, parcel #65.00038.00.

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

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant wishes to operate a sawmill to produce lumber made from locally sourced wood on a 14.7 acre parcel of land in the Agricultural Zoning District in section 8 of Sletten Township.
2. This operation was discovered in February of 2020. The building will be an after the fact building as it was erected without a land use permit. The after-the-fact structure does meet all setbacks for the location on the site.
3. The structure would be processing lumber from locally sourced wood out of the Bemidji area as well as central MN.
4. The applicant has submitted an operation plan for the business and has been made aware of zoning requirements. Since this discovery, he has scaled back operations to only process what was on the site in Feb of 2020.
5. The applicant has been acting in good faith since the discovery of this operation and was unaware of the permitting requirements.

6. The applicant stated operations would be 5 days a week from the hours of 8am-5pm. Currently 3 employees will be coming to the site for work and other family on the site work to process the lumber. Max number of workers would be 6.
7. Freight will come 1-6 times a week to pickup or deliver logs to process as well as pick lumber to go to market.
8. There is a phone on the site to mitigate fire and emergency services to the area in case of emergency.
9. The sawdust from the operation will be sourced to local animal operations to use as bedding on the site. The applicant plans to store the sawdust in a bin or bunker style collection area before hauling off site.
10. The applicant stated that he has discussed his plan with nearby landowners to try and mitigate any potential conflicts.
11. Richard Moen, Neighbor contacted our office late in January of 2020 to make our office aware of some of the operations on this parcel. Richard also contacted our office to address some of his concerns which include increased truck traffic, noise and fire hazards. Richard sent a letter that will be read/addressed during the meeting.
12. Gloria Carver, Neighbor contacted our office to voice support with the operation of the sawmill and didn't have any issues with the sawmill. Regarding truck traffic she stated it is good to see local business in this area.
13. Gene Haugom, Sletten Township stated that there were no issues with maintaining the roadway along this parcel regarding this operation.
14. The proposed use is a conditional use expressly designated in the ordinance; and,
15. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
16. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
17. That adequate utilities, access roads, drainage and other necessary

facilities have been or are being provided.

18. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
19. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

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

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
6. That the use of the property shall at all times be in compliance with all federal, State of Minnesota, and County of Polk rules and regulations.
7. This operation shall remain in the scope of the original plan of operations, any deviation from the plan of operations would trigger a new conditional use permit.
8. Site storage of rough-cut logs or lumber shall meet structural setbacks off property lines and will be 100' from the roadways.
9. Wood shall be locally sourced from Minnesota and incoming wood must be evaluated for invasive insects that could pose a threat to native lumber (Invasive timber species include but are not limited to Emerald Ash Borer,





## Board of Commissioners

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

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

**FROM:** JACOB SNYDER P&Z ADMIN.

**MEETING DATE:** May 26, 2020

**AGENDA ITEM:** Preliminary Plat Approval **Zavoral Addition**

### **SUMMARY:**

- 1) The applicant proposes to plat a portion of land located in the Agricultural District just outside East Grand Forks city limits. Specifically, existing parcels #40.00137.00 & 40.00154.00 which have some floodplain and shoreland district from a coulee to the west of the proposed development.
- 2) These properties currently encompass over 20 acres of land located in Section 18 of Huntsville Township and the developer is looking at creating 8 buildable parcels, one of which has an existing home currently located on it (specifically lot 2) and 1 out lot.
- 3) The roads have not been constructed yet but are planned to be built up to city of East Grand Forks specifications so that if the platted lots were ever annexed into the city, they would meet city specifications. These specifications are greater than Township road requirements. To construct the roadways, the developer must secure a NPDES/SWPPP permit from the MPCA due to the disturbance of over 1 acre.
- 4) The developer is planning to have the roadways built to specifications but to have them remain private roadways. We have received a draft of the road agreement which is required to be recorded with the plat when the road is planned to be private.
- 5) There are no known wetlands in the plat area, some may be located along the coulee specifically planned lots 2 & 3 but aren't seen to be in any potential disturbed or developable area. We have received a letter from the West Polk SWCD stating that a delineation report is not going to be required, but that there are possible wetland fringe areas along the coulee. Those potential wetland areas are also located in the 100-year floodplain which is a heavily regulated area within the Zoning Ordinance.
- 6) The area along the coulee does have 100-year floodplain located along the coulee which has been indicated on the plat. There is a 100 feet setback off the OHWM of the coulee so lots 2 & 3 can't have structures located in the floodplain anyway.
- 7) Sites all meet the applicable sizes and widths to meet the Polk County Zoning Ordinance for buildable parcels in the agricultural district. The shoreland area extends 300 feet from the coulee located along lots 2 & 3. Lot 2 has an existing home located on it all other lots don't have any structures located on them.

- 8) There is one planned excluded area in the north corner of the plat. This area would not meet the criteria for a buildable parcel but could be added to an existing parcel to the north. This will be addressed via conditions for the plat.
- 9) Staff has viewed the lots and feel this would be a nice development on the edge of East Grand Forks city limits. The developer must work with the city for the access to the proposed plat. Huntsville Township must also send a letter regarding the plat as Polk County does joint permitting with them.
- 10) Comments will be discussed at the Board meeting regarding the final plat

#### **PLANNING COMMISSION & STAFF RECOMMENDATIONS:**

Planning Commission & Staff recommends approval of the final plat with the following conditions;

- 1) Access to the proposed plat must be signed off on by the Road Authority.
- 2) Huntsville Township must approve the plat as they do joint permitting with Polk County Planning & Zoning.
- 3) Roadway construction will require the developer to get an NPDES/SWPPP permit from the Minnesota Pollution Control Agency before roadway construction can be done.
- 4) Septic system soils evaluations must be submitted prior to final plat approval.
- 5) Wetland delineation for the plat will not be required upon conditions that an excavation does not result in drainage and no fill materials are placed within the Floodplain area.
- 6) No building permits shall be issued within the proposed plat until Final Plat approval. As well as no property within the platted area shall be sold before the Final Plat is Recorded.
- 7) The property not included in the plat, specifically the north corner of existing parcel #40.00137.00, must be added to an existing parcel to the north as the remainder is not a buildable lot on its' own.
- 8) A final Road Agreement must be recorded with the Final Plat.
- 9) Within six (6) months of preliminary plat approval, the developer shall submit a Final Plat. The plat may contain only that portion of the approved preliminary plat which is proposed to record. Failure to meet this provision shall void the Preliminary Plat.

**\*NOTE: Planning Commission waived their final approval to the County Board if all conditions are addressed and completed. Board packet was due prior to Planning Commission meeting dated 5-22-20. Any changes to the recommendations will be brought to the County Boards attention. Also, the Planning Commission waived the final approval process if all conditions above were satisfied.**

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

Motion to approve the Preliminary Plat for Zavoral Addition with aforementioned conditions.

# BOARD OF COUNTY COMMISSIONERS

## ZAVORAL ADDITION

Preliminary Plat

**Parcels #40.00137.00 & #40.00154.00**

May 26, 2020

### APPLICANT REQUEST:

- 1) The applicant proposes to plat a portion of land located in the Agricultural District just outside East Grand Forks city limits. Specifically, existing parcels #40.00137.00 & 40.00154.00 which have some floodplain and shoreland district from a coulee to the west of the proposed development.

### ZONING ORDINANCE REQUIREMENTS:

- 1) PCZO Sect 22.0200 requires any proposed subdivision that creates five or more lots shall be processed as a plat in accordance with the provisions of this ordinance. Applicant proposes to eight (8) lots and one (1) out lot through subdivision.
- 2) PCZO Sect 13.8100 All new lots except those created for conditional uses. Minimum of one and one half acres. All new lots meet this requirement except the out lot located to the north of the plat which must be added to existing property.
- 3) PCZO Sect 13.8300 Lot configuration for new lots. 13.8310 Minimum width - 125 feet with 125 feet of frontage on an existing public road. The minimum width must be maintained for the entire depth of the lot except where the lot is located on a cul-de-sac. 13.8320 Minimum lot depth - 125 feet. 13.8330 Width to depth ratio. Depth of lot shall not exceed 5 times the width. All new lots meet this requirement except the out lot located to the north of the plat which must be added to existing property.
- 4) PCZO Sect. 22.2732 If platted lots shall not have frontage on a public road, a private road must be constructed to meet township specifications and be served by a road agreement recorded with the deed of each lot with frontage on the private road. The applicants intends on having a private road agreement recorded with the plat as a draft has been submitted with the preliminary plat.
- 5) PCZO Sect. 21.4132 states that all lots created after January 23, 1996 shall have a minimum of two (2) soil treatment areas that can support a standard ISTS. Septic evaluations are needed to see what type of systems the soils can support but the lots should have adequate space for two system locations.
- 6) PCZO Sect. 22.2733.A.2 states the plat cannot be recorded until the road has been built to those specified dimensions and verified by the appropriate road authority. The private roadways must still meet the minimum Township road specifications.

### **PERTINANT FACTS:**

- 1) These properties currently encompass over 20 acres of land located in Section 18 of Huntsville Township and the developer is looking at creating 8 buildable parcels, one of which has an existing home currently located on it (specifically lot 2) and 1 out lot.
- 2) The roads have not been constructed yet but are planned to be built up to city of East Grand Forks specifications so that if the platted lots were ever annexed into the city, they would meet city specifications. These specifications are greater than Township road requirements. To construct the roadways, the developer must secure a NPDES/SWPPP permit from the MPCA due to the disturbance of over 1 acre.
- 3) The developer is planning to have the roadways built to specifications but to have them remain private roadways. We have received a draft of the road agreement which is required to be recorded with the plat when the road is planned to be private.
- 4) There are no known wetlands in the plat area, some may be located along the coulee specifically planned lots 2 & 3 but aren't seen to be in any potential disturbed or developable area. We have received a letter from the West Polk SWCD stating that a delineation report is not going to be required, but that there are possible wetland fringe areas along the coulee. Those potential wetland areas are also located in the 100-year floodplain which is a heavily regulated area within the Zoning Ordinance.
- 5) The area along the coulee does have 100-year floodplain located along the coulee which has been indicated on the plat. There is a 100 feet setback off the OHWM of the coulee so lots 2 & 3 can't have structures located in the floodplain anyway.
- 6) Sites all meet the applicable sizes and widths to meet the Polk County Zoning Ordinance for buildable parcels in the agricultural district. The shoreland area extends 300 feet from the coulee located along lots 2 & 3. Lot 2 has an existing home located on it all other lots don't have any structures located on them.
- 7) There is one planned excluded area in the north corner of the plat. This area would not meet the criteria for a buildable parcel but could be added to an existing parcel to the north. This will be addressed via conditions for the plat.
- 8) Staff has viewed the lots and feel this would be a nice development on the edge of East Grand Forks city limits. The developer must work with the city for the access to the proposed plat. Huntsville Township must also send a letter regarding the plat as Polk County does joint permitting with them.

### **COMMENTS RECEIVED:**

- 1) Stephanie Klamm, DNR Area Hydrologist, stated that the County must not approve subdivisions that are designed so variances from one or more standards in the official controls are needed to use them with their intended purposes. Practically, this means evaluating the sites to ensure all setbacks

and other standards can be met without a variance. She continued to add that the plat should have clear indication of floodplain and shoreland area setbacks so that potential buyers are aware of the requirements before purchasing either lot 2 or 3 of the proposed plat.

- 2) Aaron Habermehl, West Polk SWCD, sent a letter stating the Wetland Conservation Act rules Ch. 8420 will not apply to the proposed plat upon conditions that an excavation does not result in drainage and no fill materials are placed within the Floodplain area.

### **PLANNING COMMISSION & STAFF RECOMMENDATIONS:**

Planning Commission & Staff recommends approval of the preliminary/final plat approval with the following recommendations;

- 1) Access to the proposed plat must be signed off on by the Road Authority.
- 2) Huntsville Township must approve the plat as they do joint permitting with Polk County Planning & Zoning.
- 3) Roadway construction will require the developer to get an NPDES/SWPPP permit from the Minnesota Pollution Control Agency before roadway construction can be done.
- 4) Septic system soils evaluations must be submitted prior to final plat approval.
- 5) Wetland delineation for the plat will not be required upon conditions that an excavation does not result in drainage and no fill materials are placed within the Floodplain area.
- 6) No building permits shall be issued within the proposed plat until Final Plat approval. As well as no property within the platted area shall be sold before the Final Plat is Recorded.
- 7) The property not included in the plat, specifically the north corner of existing parcel #40.00137.00, must be added to an existing parcel to the north as the remainder is not a buildable lot on its' own.
- 8) A final Road Agreement must be recorded with the Final Plat.
- 9) Within six (6) months of preliminary plat approval, the developer shall submit a Final Plat. The plat may contain only that portion of the approved preliminary plat which is proposed to record. Failure to meet this provision shall void the Preliminary Plat.

**Note\* Board packet was due prior to Planning Commission meeting dated 5-22-20. Any changes to the recommendations will be brought to the County Boards attention. Also, the Planning Commission waived the final approval process if all conditions above were satisfied.**



**PUBLIC ROADWAY CONSTRUCTION AND MAINTENANCE AGREEMENT**

An Agreement made this original date of \_\_\_\_\_, 20 \_\_, applicable to the undersigned parcel owners along with their heirs and assignees,

**RECITALS**

**WHEREAS**, the right-of-way for Lois Lane and Roberts Road are delineated and dedicated to the public for roadway and utility purposes and are platted within Zavoral Addition situated in Huntsville Township, County of Polk, State of Minnesota, and

**WHEREAS**, R. J. Zavoral & Sons, Inc. is the owner of all of the platted lots within said Zavoral Addition.

**WHEREAS**, R. J. Zavoral & Sons, Inc. desires to enter into an Agreement that defines the entity that will construct, operate and maintain the roadways located within the right-of-way of said Louis Lane and Roberts Road

**WHEREAS**, it is agreed that this document will be recorded in the office of the Polk County Recorder after the plat of said Zavoral Addition is recorded and this agreement will run with land and be binding on the heirs and assignees of the original lot owners that have signed this agreement.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Type of Easement.** By virtue of the recorded plat of said Zavoral Addition, Louis Lane and Roberts Road are perpetual, nonexclusive easements for public roadway and utility purposes.

**2. Public Utilities.** Upon receiving written approval from the Private Road Authority created under this agreement, public utilities are permitted to be installed and maintained below ground utilities within the right-of-way of said Louis Lane and Roberts Road.

**3. Private Road Authority.** One (1) property owner that lives within said Zavoral Addition shall be elected by a simple majority vote of all of the property owners in said addition to act as the road authority agent responsible for monitoring the condition of the roadways and initiating maintenance activities as needed to maintain acceptable township roadway standards. The majority vote shall be based on one vote per each individual lot. The elected agent is required to live within said Zavoral Addition and shall serve for a three (3) year term. The agent is to be replaced by a simple majority vote should the agent cease to own property and live within said Zavoral Addition.

**4. Road Authority Agent Duties.** R. J. Zavoral & Sons, Inc. will initially construct all roadways within the addition to acceptable township roadway standards. The Road Authority Agent will determine what roadway maintenance and improvements are necessary at any given time to insure the roadways are in good passable condition for residents within Zavoral Addition and emergency vehicles. From time to time the Agent shall take competitive quotes from vendors to provide the required materials, machinery and labor to maintain the roadways to acceptable township roadway standards. The Road Authority Agent shall annually call a meeting of all property owners within the addition to inform and discuss with them of the issues relating to operating and maintaining the roadways within the addition. After discussing the roadway issues, all the property owners shall determine by consensus what needs to be done to maintain the roadways to acceptable township roadway standards. After a consensus is determined on what needs to be done an annual assessment for the operation and maintenance of the roadways will be determined by a simple majority vote of all of the property owners that are present. The Road Authority Agent, along with another property owner within the addition, shall setup a checking account at a local bank for the purpose of paying roadway maintenance expenses. The Road Authority Agent will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

**5. Cost Sharing.** Roadway, maintenance, snowplowing and road improvement costs shall be shared equally among the eight (8) lots within the addition. The annual assessment for roadway operation and maintenance will be determined at the required annual meeting as described in Paragraph No. 4 above.

**6. Prepayment.** Each of the eight (8) property owners within the addition shall pay in advance their annual roadway operation and maintenance assessment to the Road Authority Agent on or before January 1<sup>st</sup> of each coming year. By purchasing a lot in said Zavoral Addition, and by this agreement being recorded, each property owner has been served notice that an annual roadway maintenance assessment will be required.

**7. Definition of a Parcel.** A parcel is defined as a platted lot within said Zavoral Addition. Each parcel receives only one (1) vote in electing the Road Authority Agent described in Paragraph No. 3 above. If a parcel has been sold on a land contract, the land contract vendee shall be deemed the owner of record and have the right to vote for the Road Authority Agent.

**8. Future Parcels.** Any additional parcels gaining access to Lois Lane and Roberts Road by way of a replat will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the operation and maintenance of the roadways as described in Paragraphs No. 5 and 6 above.

**9. Private Driveways.** All private driveways entering Lois Lane and Roberts Road are private entrance roadways that are the responsibility of each individual property.

**10. Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land until such time another road authority agrees to accept the responsibility for the operation and maintenance of the subject roadways.

**11. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

**12. Amendment.** This Agreement may be amended only by simple majority consent of all parcel owners.

**13. Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

**14. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

**15. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**16. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

**17. Disclaimer by Township.** It is understood and agreed that Huntsville Township, Polk County, the City of East Grand Forks and all agents of these entities shall not be liable or responsible in any manner to the developer or the property owners along the subject roadways, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the construction, operation and maintenance of the roadways being required herein.

**18. Recording This Document.** Original and amended copies of this document shall be recorded in the office of the Polk County Recorder. After recordation, copies of the recorded document shall be delivered to the Huntsville Township Clerk.

Signed, \_\_\_\_\_ Dated \_\_\_\_\_  
John Zavoral, President/CEO, R. J. Zavoral & Sons, Inc.  
Owners of Lots 1 through 7, Block 1 and Lot 1, Block 2,  
all in ZAVORAL ADDITION to Polk County, Minnesota.

Plat Road Entrance



Lot 2



Lot 3



Lots 1, 4-8





Private  
Road

N

out lot





## **Board of Commissioners**

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

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**TO: POLK COUNTY BOARD OF COMMISSIONERS**

**CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR**

**FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR**

**MEETING DATE: May 26, 2020**

**AGENDA ITEM: Minnesota Department of Human Services County Grant  
Contract - Regional Prevention Coordinator**

**SUMMARY:**

Region 1 Alcohol, Tobacco and Other Drugs (ATOD) Prevention Coordinator Grant

Polk County Public Health was awarded continued funding to reduce substance abuse and related problems by increasing local control of prevention services. This position promotes local collaboration and coordination in the provision of prevention services; identifies current prevention efforts and needs; and provides training and technical assistance to agencies and professionals. The Coordinator will focus on increasing collaboration and building and sustaining ATOD prevention coalitions, programs, and strategies.

Melissa Perreault is the current Northwest MN Region 1 Prevention Center Coordinator. Melissa has served as the Regional Prevention Coordinator for NW MN since the spring of 2007. Region 1 includes Polk, Becker, Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Pennington, Red Lake and Roseau counties.

Term of the contract: 5 years, from July 1, 2020 until June 30, 2025

Award Amount: \$697,586 with no match required by Polk County

**ACTION REQUESTED: Approval to accept the Minnesota Department of Human Services County Grant Contract for Region 1 Alcohol, Tobacco and Other Drugs (ATOD) prevention.**



## Minnesota Department of Human Services County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (“STATE”) and Polk County Public Health, an independent grantee, not an employee of the State of Minnesota, located at 816 Marin Ave., Suite 125, Crookston, MN 56716 (“COUNTY”).

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: Delivery of alcohol, tobacco and other drug prevention services at the local level.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **July 1, 2020**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **June 30, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

**1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

## 2. COUNTY'S DUTIES.

### 2.1 Duties. COUNTY shall perform duties as follows.

- A. COUNTY will employ the Regional Prevention Coordinator (RPC) for Region One, comprised of Becker, Beltrami, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Pennington, Polk, Red Lake and Roseau counties.
1. COUNTY will partner with the STATE in the recruitment, hiring and supervision of the RPC. COUNTY will obtain written approval of the job description to be used for advertising and posting the RPC position by STATE's Authorized Representative prior to its use, and will include the STATE's Authorized Representative or designee as an interviewer. No staff will be hired or replaced without written approval of the STATE's Authorized Representative.
  2. COUNTY will provide supervision, professional office space, administrative support, equipment and supplies to the RPC to perform the duties associated with the RPC for the duration of the grant contract. This will include, among other things but may not be limited to, a laptop computer, LCD projector and Microsoft Office Professional (Word, Excel, PowerPoint & Access) for use by the RPC.
  3. COUNTY will allow RPC to work primarily, but not not exclusively, from their place of residence if this is deemed the best arrangement by the State.
  4. COUNTY will provide access to a credit or debit card, with supervisory controls and limits for use by the RPC, unless otherwise agreed upon by the parties. The use of such credit or debit card will be solely for the purposes of making hotel and flight reservations, check-in to hotels, purchase training supplies and generally, as required, spending the RPC Budget within the approved STATE & COUNTY guidelines.
  5. COUNTY will provide a minimum annual RPC salary of \$46,000 exclusive of benefits or bonuses, adjusted upwardly based on the candidate's experience and the STATE's Authorized Representative's prior written consent. If COUNTY provides salary increases and benefits for other employees, similar salary increases and benefits must be provided for the RPC. The mileage rate, meal & travel re-imbursement will follow the current STATE "Commissioner's Plan" prepared pursuant to Minn. Stat. § 43A.18
  6. COUNTY will provide the STATE and the RPC with a monthly accounting of expenditures billed against the RPC grant. The RPC will work with the COUNTY to help ensure all expenditures are put under the correct line item of the RPC budget.
  7. COUNTY will complete an annual performance evaluation of the RPC with input provided by STATE. A copy will be provided to STATE by June 30 of each contract year.
  8. COUNTY will limit the amount of time for COUNTY staff to supervise the RPC coordinator to no more than 0.1 full-time employee annually.

9. When the COUNTY's RPC has duties that requires working outside of regular work hours, GRANTEE will allow the RPC to take the same amount of time off during regular work hours.
- B. The RPC will continue to gain new knowledge and learn new skills that can be used to improve training and technical assistance provided within Region One.
1. The COUNTY will allow the RPC to attend at least one (1) out-of-state conference annually. Which conference will be determined in collaboration by the RPC and STATE's Authorized Representative.
  2. The COUNTY will allow the RPC to attend the MN Program Sharing Conference each grant year. The RPC will submit a proposal to present on a topic relevant to that year's conference at least twice during the five (5) years, either alone or as a panel member. The RPC will work with the other six (6) RPCs to have a joint exhibit booth at Program Sharing each grant year.
  3. The RPC will attend 2-day quarterly meetings scheduled with all other RPCs and the STATE Authorized Representative. Quarterly meetings will be held at the Elmer L. Andersen building, 540 Cedar Street, St. Paul, MN 55101 or other locations determined by STATE. The GRANTEE's RPC must receive prior approval from the STATE's Authorized Representative in order to be excused from attending a meeting.
  4. The RPC will be, or will become within the first six (6) months of employment, proficient in MicroSoft PowerPoint, and will maintain the knowledge and skills needed to develop PowerPoint slides to accompany trainings the RPC provides for prevention workers and coalitions on various prevention topics.
  5. At the direction of the STATE's Authorized Representative, the COUNTY's RPC will attend training on selected prevention strategies, topics and prevention curriculum.
  6. The RPC will attend "Train-the-Trainer" trainings designed to teach the participants how to teach the material to others, as assigned by STATE's Authorized Representative.
  7. If the RPC has not already completed the national prevention curriculum, "Substance Abuse Prevention Skills Training" (SAPST) and "Prevention Ethics," both developed by the Substance Abuse & Mental Health Services Administration, that person must do so two (2) times within the first year of employment. The first time the RPC will obtain MN Certified Prevention Professional credentials. The second time the RPC will prepare for teaching future SAPSTs & Prevention Ethics classes. The RPC will maintain SAPST certification throughout the grant.
  8. If the RPC has not already obtained Certified Prevention Professional Reciprocal (CPPR) certification, offered by the International Certification & Reciprocity Consortium (IC&RC), the RPC must do so by the end of their third fiscal year of being an RPC.
  9. The RPC will continue to learn about the Positive Community Norms & Science of the Positive (PCN/SOTP) Frameworks by attending the twice a year PCN/SOTP trainings held in

Minnesota so they can help communities across Minnesota use this framework to change community norms around Alcohol, Tobacco or Other Drugs (ATOD) use.

10. During the first year of the grant contract (July 1, 2020 – June 30, 2021) the RPC will work as a team with the other six (6) RPCs to develop a Set of Science of the Positive (SOTP) Seven Core Principles to guide their work.
  11. As directed by the STATE'S Authorized Representative, the COUNTY'S RPC will work with Dr. Jeff Linkenbach to present and help train at the twice annual PCN/SOTP trainings held in Minnesota.
- C. The RPC will become familiar with local prevention services that are being provided within Region One.
1. RPC will become familiar with other STATE grantees performing Alcohol, Tobacco or Other Drug Primary Prevention (ATOD) services and the other primary ATOD prevention projects in Region One by reading current ATOD prevention grant contracts and communicating with said grantees and other prevention projects via letters, e-mail, telephone and individual meetings. The GRANTEE'S RPC will attend meetings with STATE ATOD primary prevention grantees as directed by STATE'S Authorized Representative.
  2. Any newly hired RPC will send a letter of introduction to county public health directors, social service directors, county sheriffs, city police chiefs, and all Principals and Superintendents of Independent School District's (ISD's) in Region One within three (3) months of hire.
  3. The RPC will become familiar with new STATE prevention grantees in Region One within three (3) months of execution of new STATE prevention grantee contracts and meet with each of these grantees when staff are hired.
  4. The RPC will become familiar with prevention coalitions in STATE Region One that include a focus on alcohol, tobacco or other drugs (ATOD) as either a primary or secondary focus, and will become familiar with all Drug Free Community grantees. At a minimum, phone or in-person contact will be maintained at least once per year with each such coalition.
  5. The RPC will develop an inventory of coalitions in STATE Region One that include a focus on ATOD as either a primary or secondary focus. This inventory shall be in Microsoft Excel, and updated each contract year. The data fields for the inventory will be provided by STATE. A copy of the inventory will be sent to STATE with the annual Year-End Program report and additionally upon request of the STATE'S Authorized Representative.
  6. In SFY 2021, the RPC will develop a Strategic Plan for increasing ATOD primary prevention efforts and capacity within STATE Region One. A copy of the Strategic Plan will be sent to the STATE'S Authorized Representative for approval by June 30, 2021. In SFY 2022, 2023, 2024 and 2025 RPC will review the Strategic Plan, update as needed, and submit it to the STATE'S Authorized Representative for approval by June 30<sup>th</sup> of each SFY. RPC will work to implement the Strategic Plan to increase ATOD primary prevention efforts & capacity within STATE Region One.

- D. The RPC will mobilize and build capacity to address ATOD prevention needs in Region One.
1. The RPC will create and maintain an e-mail distribution list (i.e. Listserv) to include all STATE funded primary ATOD prevention programs within Region One, as well as other individuals and organizations within the region that wish to be included. At least once a month, RPC will disseminate prevention information relevant to Region One via the Listserv.
  2. The RPC will identify regional ATOD prevention training needs based on information received from a regional training needs survey conducted annually. The RPC will set-up or provide at least one (1) identified regional training each fiscal year (year 1 = July 1, 2020-June 30, 2021; year 2 = July 1, 2021-June 30, 2022; year 3 = July 1, 2022-June 30, 2023; year 4 = July 1, 2023-June 30, 2024; year 5 = July 1, 2024-June 30, 2025) based on the regional training needs survey and information from focused conversations at the quarterly regional ATOD prevention meetings. The trainings must be pre-approved by the STATE.
  3. The RPC will respond to community requests for information and technical assistance on any of the following: assessment, capacity building, strategic planning, implementation, evaluation, cultural competency, sustainability of evidence-based ATOD strategies and changing community norms using the PCN/SOTP framework.
  4. RPC will work with communities within STATE Region One on coalition development and running effective community coalitions as one way to increase prevention efforts around ATOD.
  5. RPC will organize and facilitate a quarterly regional ATOD prevention meeting to bring those involved in primary prevention efforts within the STATE's Region One together to network and learn.
  6. The RPC will assist in the development and implementation of an annual Youth Leadership Academy (YLA) for youth participating in the currently funded Planning & Implementation (P&I) primary ATOD prevention grants. The name of these grantees may change when a new group of grantees start July 1, 2021. Assistance includes, but is not limited to:
    - (a.) Being a member of the planning team for two years
    - (b.) Attending YLA and helping monitor the event
    - (c.) Participating in the setup for YLA the day prior to the start of the event
    - (d.) Leading a breakout session
  7. The RPC will work in-depth with at least three (3) communities each contract year that have a need for RPC services. Early on, a plan for transitioning each to less intensive services will be developed in collaboration with the community.
  8. The RPC will form an informal early warning system for new drug use within Minnesota. They will submit a monthly report to STATE on a form to be provided by STATE that will include information on:
    - (a.) new or increased use of drugs within their region, and

- (b.) services provided during the month.
9. The RPC will use their Listserv as a way to rapidly disseminate information throughout Minnesota at the direction of STATE.
  10. The RPC will sit on boards, collaboratives, initiatives, councils related to ATOD use and abuse as approved or required by STATE.
  11. The RPC will work with at least one (1) other region RPC in teams to co-train SAPST and Prevention Ethics trainings in Minnesota. These teams will provide a minimum of three (3) SAPST and three (3) Prevention Ethics trainings annually. The RPC will take part in the training teams based on the geographic area of the training and their individual schedules.
- E. Using forms prescribed by the STATE and according to the following schedule, the COUNTY will provide the STATE with the following reports:
1. Quarterly Fiscal Invoices, due the 15th day of the month following the end of each quarter, submitted through the STATE's Electronic Grants Management System (EMGS). The June monthly Fiscal Reports must be submitted no later than July 31st for each STATE fiscal year of the grant contract to ensure full payment.
  2. Quarterly Fiscal Reports, using a form supplied by STATE, which will detail expenditures from each line item of the COUNTY's budget for the previous quarter's expenditures, due the 15<sup>th</sup> day of the month after the end of each quarter.
  3. Mid-Year Program Report, using a form supplied by STATE, which details the progress made toward fulfilling the grant contract work statement goals, objectives and tasks from July 1 through December 31 of each fiscal year, due January 15th of each budget year of the grant contract.
  4. Year-End Program Report, using a form supplied by STATE, which details the progress made toward fulfilling the grant contract work statement goals, objectives and tasks during each 12 month state fiscal year due June 30th of each budget year of the grant contract.
  5. Year-End Evaluation Reports, which details the outcomes achieved during the previous STATE fiscal year, due August 31<sup>st</sup> at the end of STATE fiscal year one, year two, year three, and year four.
  6. A Final Program Evaluation Report, which details the outcomes achieved during the entire five-year grant contract period (July 1, 2020 through June 30, 2025), due June 30, 2025.
- F. COUNTY shall participate in the data collection system including forms developed and approved by STATE which measure process and client outcomes. COUNTY shall, upon request from STATE, submit the data collected to assess process and outcomes.
- G. COUNTY will notify the STATE in writing thirty calendar days or less of any program staff changes, including a position description and résumé for newly hired staff, and a plan for the continuance of the duties outlined in the grant contract.

- H. COUNTY is required to provide RPC with continuing education in order to improve the program's activities and services.
- I. COUNTY will work in collaboration with the State-identified Evaluation contractor to fulfill program evaluation requirements and expectations.
- J. COUNTY shall participate in the data collection system including forms developed and approved by STATE which measure process and client outcomes. COUNTY shall, upon request, submit the data collected to assess process and outcomes.
- K. COUNTY will notify the STATE in writing thirty calendar days or less of any program staff changes, including a position description and resume for newly hired staff, and a plan for the continuance of the duties outlined in the grant contract.
- L. COUNTY will provide the STATE with a copy of all signed sub-contracts for services funded under this grant contract.

**2.2 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#)<sup>1</sup> and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

### **3. CONSIDERATION AND TERMS OF PAYMENT.**

**3.1 Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** Grantee will be paid in accordance with **Attachment A** "Budget," which is attached and included in this CONTRACT.
  - 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.

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<sup>1</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

**c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **six hundred ninety-seven thousand five hundred eighty-six dollars (\$697,586)**.

**d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

**a. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **quarterly**.

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

**b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **93.959**. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. COUNTY acknowledges that, if it is a sub-recipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.

2. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

**c. DUNS number.** GRANTEE's Data Universal Numbering System (DUNS) number is **099057721**. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

**3.3. Other Federal Requirements:**

1. Grantee Name: **Polk County Public Health**  
(which must match the name associated with its unique entity identifier):
2. Grantee Unique entity identifier: **099057721**
3. Federal Award Identification Number (FAIN): **B08TI083047-01**
4. Federal Award Date (Issue Date): **04/10/2020**  
(of the award to the MN Dept. of Human Services)
5. Period of Performance: **10/01/2019 – 09/30/2021**  
(Start and end dates)
6. Amount of federal funds: **\$24,103,340**
  - A. Total Amount Awarded to DHS for this project: **\$12,051,670**
  - B. Total Amount Awarded by DHS for this project to Grantee named above: \$697,586
7. Federal Award Project description: **The SABG program's objective is to help plan, implement, and evaluate activities that prevent and treat substance abuse. The SABG is authorized by [section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service \(PHS\) Act \(PDF | 253 KB\)](#).**
8. Name:
  - A. Federal Awarding Agency: **Department of Health and Human Services Substance Abuse and Mental Health Services Administration**
  - B. **MN Dept. of Human Services (DHS)**
  - C. Contact information of DHS' awarding official: **MAISHA GILES**  
[Maisha.giles@state.mn.us](mailto:Maisha.giles@state.mn.us)
9. CFDA Number & Name: **93.959 - Block Grant for Prevention and Treatment of Substance Abuse**
10. Is this federal award related to research and development:  Yes  No
11. Indirect Cost Rate for this federal award (including if the de minimis rate is charged): **Grantee can charged up to 5% of the grant award as the administrative cost. The Administrative cost is the only indirect cost for administering the grant. See below section for 300x-31 for SABG.**

**42 USC 300x-31. Restrictions on expenditure of grant**

**(a)(2) Limitation on administrative expenses**

**A funding agreement for a grant under section 300x-21 of this title is that the State involved will not expend more than 5 percent of the grant to pay the costs of administering the grant.**

12. Closeout terms and conditions for this federal award

**SABG Reporting Requirements**

**1. Federal Financial Report (FFR)**

The recipient is required to submit a Federal Financial Report (FFR) by **December 29, 2020**, which is 90 days after the after the close of the statutory grant period (45 CFR 96.30). The SF-425 shall report total funds obligated and total funds expended by the grantee. The SF-425 is available at:

<http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>).

The final FFR must be submitted by email to [grant.closeout@samhsa.hhs.gov](mailto:grant.closeout@samhsa.hhs.gov)

**4. CONDITIONS OF PAYMENT.**

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4.2. Payments to subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

**5. PAYMENT RECOUPMENT.**

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

**6.2. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Julie Jacobson** or successor. Phone and email: **612-226-3436; Julie.a.jacobson@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is **Sarah Reese** or successor. Phone and email: **218-281-3385; sarah.reese@co.polk.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy and Security.** (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Sarah Reese** or successor. Phone and email: **651-431-3461; Julie.a.jacobson@state.mn.us**.

## **8. INSURANCE REQUIREMENTS.**

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

## **9. LIABILITY.**

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

## **10. INFORMATION PRIVACY AND SECURITY.**

- a.** It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b.** It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing

under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the

Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**12. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

### **13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

#### **13.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**13.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

**13.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

### **13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

### **13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

#### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**14. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. CLERICAL ERRORS AND NON-WAIVER.**

**15.1. Clerical error.** Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

**15.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

## **16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**16.1. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**16.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

**16.3. Entire Agreement.** If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

**16.4. Entire Agreement.** This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**16.5 Drafting party.** The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **17. PROCURING GOODS AND CONTRACTED SERVICES.**

**17.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**17.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**17.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report: <http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **18. SUBCONTRACTS.**

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the

COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

## **19. LEGAL COMPLIANCE.**

**19.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**19.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

**19.3 Grants management policies.** COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

**19.4 Conflict of interest.** Grantee certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

## **20. OTHER PROVISIONS**

**20.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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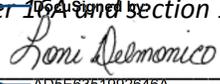
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A, section 16C.05.*

By:   
Date: 5/19/2020  
Contract No: 175016

**2. COUNTY**

*Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

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

**Distribution: (fully executed contract to each)**

Contracting and Legal Compliance Division  
County  
State Authorized Representative

### Appendix A: Budget

#### Region One - SFY 2021 though 2025

		<b>Salary Increase</b>				
			<b>2.6%</b>	<b>2.7%</b>	<b>2.5%</b>	<b>2.5%</b>
		<b>SFY '21</b>	<b>SFY '22</b>	<b>SFY '23</b>	<b>SFY '24</b>	<b>SFY '25</b>
1.a	RPC	\$ 70,824	\$ 72,636	\$ 74,570	\$ 76,411	\$ 78,304
<b>1</b>	<b>Salaries</b>	<b>\$ 70,824</b>	<b>\$ 72,636</b>	<b>\$ 74,570</b>	<b>\$ 76,411</b>	<b>\$ 78,304</b>
<b>2</b>	<b>Fringe Benefits</b>	<b>\$ 25,585</b>	<b>\$ 26,829</b>	<b>\$ 27,768</b>	<b>\$ 28,693</b>	<b>\$ 29,625</b>
3.a	Regional Training	\$ 3,000	\$ 3,000	\$ 2,900	\$ 3,000	\$ 2,975
<b>3</b>	<b>Contracted Services</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>	<b>\$ 2,900</b>	<b>\$ 3,000</b>	<b>\$ 2,975</b>
<b>4</b>	<b>Space Costs</b>	\$ -				
<b>5</b>	<b>Equipment</b>	\$ 2,000	\$ -			
<b>6</b>	<b>Bonds &amp; Insurance</b>	\$ -				
<b>7</b>	<b>Copying</b>	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
<b>8</b>	<b>Data Processing</b>	\$ -				
9.a	Phone/Phone Plan	\$ 660	\$ 660	\$ 660	\$ 660	\$ 660
<b>9</b>	<b>Communications</b>	<b>\$ 660</b>	<b>\$ 660</b>	<b>\$ 660</b>	<b>\$ 660</b>	<b>\$ 660</b>
10.a	Mileage (Fed. Mileage Rate)	\$ 9,300	\$ 9,300	\$ 9,300	\$ 9,300	\$ 9,300
10.b	Meals	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
10.c	Lodging	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
<b>10</b>	<b>Instate Travel</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>

11.a	Flight w/baggage fee	\$ 1,200	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	
11.b	Lodging	\$ 1,000	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	
11.c	Ground Transportation	\$ 300	\$ 500	\$ 500	\$ 500	\$ 500	
<b>11</b>	<b>Out-of-State Travel</b>	<b>\$ 2,500</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>	<b>\$ 3,000</b>	
12.a	Supplies & Materials	\$ 1,000	\$ 980	\$ 900	\$ 1,000	\$ 1,000	
12.b	Educational Materials	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	
12.c	RPC Webiste/promotional materials	\$ 1,000	\$ 970	\$ 870	\$ 938	\$ 900	
12.d	Meeting Expenses	\$ 1,200	\$ 1,000	\$ 1,000	\$ 1,200	\$ 1,200	
<b>12</b>	<b>Program Costs</b>	<b>\$ 4,700</b>	<b>\$ 3,950</b>	<b>\$ 3,770</b>	<b>\$ 4,638</b>	<b>\$ 4,600</b>	
<b>13</b>	<b>Evaluation</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>14</b>	<b>Audit</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>15</b>	<b>Staff Development</b>	<b>\$ 1,055</b>	<b>\$ 395</b>	<b>\$ 753</b>	<b>\$ 952</b>	<b>\$ 895</b>	
<b>16</b>	<b>Indirect</b>	<b>\$ 10,958</b>	<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>Total Award</b>
	<b>Total from DHS-ADAD</b>	<b>\$135,882</b>	<b>\$135,570</b>	<b>\$138,521</b>	<b>\$ 142,454</b>	<b>\$145,159</b>	<b>\$ 697,586</b>





## **POLK COUNTY SOCIAL SERVICES**

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

Phone (218) 281-3127 \* Fax (218) 281-3926

Toll Free (877) 281-3127

[www.co.polk.mn.us](http://www.co.polk.mn.us)

**DATE:** May 26, 2020

**TO:** Polk County Board of Commissioners

**FROM:** Karen Warmack, Director

**AGENDA ITEM:** Eligibility Worker Replacement Request

**SUMMARY:** Replacement of Eligibility Worker working with the (Minnesota Eligibility Technology System) METS program. METS is the technology system used to determine health care eligibility.

**ACTION REQUESTED: (MOTION)**

Board approval to refill Eligibility Worker, and any internal subsequent position vacancies occurring because of this action.



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452  
Phone: (218) 281-5408  
Fax: (218) 281-3808  
www.co.polk.mn.us

### COMMISSIONERS

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WARREN STRANDELL, East Grand Forks  
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COUNTY ADMINISTRATOR  
CHARLES S. WHITING

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Mark Dietz, Director, Polk County Facilities Management Department

MEETING DATE: 5/26/2020

AGENDA ITEM: Polk County Government Center Fire Alarm

SUMMARY: To approve this project and equipment vendor.

- 1) Please review the bid tabulation
- 2) Review section 2:02 MANUFACTURERS
- 3) Change the accepted manufacturer to Protection Systems Inc.
- 4) Oral report by Facilities Management Department Director Mark Dietz

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

Please make the motion, to accept the bid offered by Bergstrom Electric, Inc. to install a new fire alarm in the Government Center Building, for the sum of (\$56,450.00) Fifty Six Thousand, Four Hundred Fifty Dollars and zero cents, using Protection Systems as the Manufacturer of the system.



# BID TABULATION

## Polk County Government Center Fire Alarm Replacement

**ARI Project #:** 20-021

**Bid Date:** April 30, 2020

Contractor	Bid Amount
Bergstrom Electric, Inc. 3100 North Washington Street P.O. Box 13152 Grand Forks, ND 58208-3152 701-775-8897	\$56,450.00
LaBine Electric, Inc. Box 338 Argyle, MN 56713 218-437-8470	\$64,797.00
Valley Electric of Crookston, LLC 37498 – 245 <sup>th</sup> Street SW Fisher, MN 56723 218-281-4282	\$117,000.00

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### ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746  
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802  
Tel: 218.727.8481 | Fax: 218.727.8483

[www.arimn.com](http://www.arimn.com)



# REQUEST FOR QUOTES

**DATE:** April 10, 2020

**TO:** Bergstrom Electric ([athingvold@bergstromelectric.com](mailto:athingvold@bergstromelectric.com))  
LaBine Electric ([labineelectric@wiktel.com](mailto:labineelectric@wiktel.com))  
Valley Electric ([valleyelectric@rrv.net](mailto:valleyelectric@rrv.net))

**CC:** Mark Dietz ([mark.dietz@co.polk.mn.us](mailto:mark.dietz@co.polk.mn.us))  
Chuck Whiting ([chuck.whiting@co.polk.mn.us](mailto:chuck.whiting@co.polk.mn.us))

**FROM:** David Jordan ([david.jordan@arimn.com](mailto:david.jordan@arimn.com))  
Scott Sosalla ([scott.sosalla@arimn.com](mailto:scott.sosalla@arimn.com))

**SUBJECT:** **Polk County Government Center – Fire Alarm Replacement**  
**ARI Project # 20-021**

1. On behalf of Polk County, ARI is requesting quotes for fire alarm replacement at the Polk County Government Center.
2. See attached drawings and specifications for scope of work.
3. Bidders shall become familiar with the existing site conditions. Site visits can be arranged by contacting Mark Dietz at 218-470-8344 Office, 218-289-1410 Cell, or [mark.dietz@co.polk.mn.us](mailto:mark.dietz@co.polk.mn.us).
4. Quotes shall be submitted to Chuck Whiting ([chuck.whiting@co.polk.mn.us](mailto:chuck.whiting@co.polk.mn.us)) prior to 10:00 a.m., on May 7, 2020, at which time they will be read aloud.
5. Bidders will be required to sign an AIA A101-2007 Standard Form of Agreement between Owner and Contractor.
6. Bidders will not be required to submit a Performance and Payment Bond.
7. Bidder will be required to submit proof of insurance with minimum coverages as stated below:
  - a. Liability Insurance that shall include all major divisions of coverage and be on a comprehensive basis including:
    - 1) Premises Operations.
    - 2) XCU Coverages as applicable.
    - 3) Independent Contractors' Protective.
    - 4) Products and Completed Operations.

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**REQUEST FOR QUOTES**

Polk County Government Center – Fire Alarm Replacement

ARI Project # 20-021

April 10, 2020

Page 2 of 2

- 5) Personal Injury Liability
- 6) Contractual, including specified provision for Contractor's obligation under paragraph 3.18.
- 7) Owned, non-owned and hired motor vehicles.
- 8) Broad Form Property Damage including Completed Operations.

b. The following insurance shall be written for not less than the following limits, or greater if required by law:

- 1) Worker's Compensation: State - Statutory  
Applicable Federal (e.g. Longshoremen's) - Statutory  
Employer's Liability: \$500,000 Per Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease Each Employee
- 2) Comprehensive or Commercial General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; X, C, U coverage; Personal Injury)  
\$2,000,000 General Aggregate  
Products/Completed Operations Aggregate  
Personal & Advertising Injury  
\$2,000,000 Each Occurrence Limit  
Fire Damage Legal (Any one Fire)  
Medical Expense (Any one Person)
- 3) Business Auto Liability (including owned, non-owned and hired vehicles)  
\$2,000,000 Combined Single Limit
- 4) Umbrella Excess Liability:  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate

c. An Umbrella or Excess Liability Insurance Policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the contract.

- 8. Wage Rates - All persons employed at the site shall be paid the prevailing wage rate, in force, for each classification of labor.
- 9. Completion Time/Proposal Form - Bidder shall state a price and how many days to complete the project.
- 10. Building/Construction Permits – Contractors will be required to obtain and pay for a building permit as required.

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**SECTION 28 31 11 - DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM****PART 1 - GENERAL****1.01 SCOPE**

- A. This Section includes the furnishing and installation of all labor, materials, tools, appliances, hardware, junction boxes, and ancillary equipment for and incidental to the delivery, installation, and furnishing of a complete and workable digital, addressable fire alarm system as shown, required and specified herein.

**1.02 SUBMITTALS**

- A. Shop drawings shall be submitted for approval for all fire alarm system components as follows:
1. Fire alarm control panel unit
  2. Manual fire alarm boxes
  3. System smoke detectors
  4. Notification appliances
  5. Remote annunciators
  6. Addressable interface device
  7. Digital alarm communicator transmitter
- B. For each component of fire alarm system: Include dimensioned elevations, sections, weights, details, wiring diagrams, attachments to other work, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes. Additionally, include the following:
1. Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, control panel arrangements, and location and size of each field connection.
  2. Comply with recommendations in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72.
  3. Device Address List: Coordinate with final system programming.
  4. Details of surge protection devices and their installation.
  5. Sensor/detector detection patterns and adjustment ranges.
  6. Include voltage drop calculations for notification appliance circuits.
  7. Include battery-size calculations.
  8. Include performance parameters and installation details for each detector, verifying that each detector is listed for complete range of air velocity, temperature, and humidity possible when air handling system is operating.
  9. Include plans, sections, and elevations of heating, ventilating, and air conditioning ducts, drawn to scale and coordinating installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.
  10. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
  11. Include floor plans to indicate final outlet locations showing address of each addressable device.

Show size and route of cable and conduits.

12. Wiring Diagrams: While “typical” connections and circuits are of interest, a complete system Shop Drawing shall be prepared for this particular project which includes device layout, point-to-point wiring diagram(s), and conductor sizes and types. For power, signal, and control wiring.
  - a. Identify terminals to facilitate installation, operation, and maintenance.
  - b. Single-line diagram showing interconnection of components.
  - c. Cabling diagram showing cable routing
- C. Provide complete programming instructions/guide.
- D. Samples of any or all proposed system components shall be submitted for examination/approval as requested.
- E. Qualification Data: For qualified installer.
- F. Field quality-control reports.
- G. Record, “As-Built,” drawings.
- H. Operation, Maintenance and Warranty Data: For fire alarm system to include in emergency, operation, maintenance and warranty data manuals. Also provide video-taped training session.
  1. Comply with the “Records” Section of the “Inspection, Testing and Maintenance” Chapter in NFPA 72.
  2. Provide “Record of Completion Documents” according to NFPA 72 article “Permanent Records” in the “Records” Section of the “Inspection, Testing and Maintenance” Chapter.
  3. Record copy of site-specific software.
  4. Provide “Maintenance, Inspection and Testing Records” according to NFPA 72 article of the same name and include the following:
    - a. Frequency of testing of installed components.
    - b. Frequency of inspection of installed components.
    - c. Requirements and recommendations related to results of maintenance.
    - d. Manufacturer’s user training manuals.
  5. Manufacturer’s required maintenance related to system warranty requirements.
  6. Abbreviated operating instructions for mounting at fire alarm control unit.
- I. Software and Firmware Operation Documentation:
  1. Software operating and upgrade manuals.
  2. Program Software Backup: On magnetic media or compact disk, complete with data files.
  3. Device address list.
  4. Printout of software application and graphic screens.
- J. Provide a 3-year parts and labor warranty by the manufacturer.

**1.03 QUALITY ASSURANCE**

- A. The equipment manufacturer shall be regularly engaged in manufacture of fire alarm systems, of the types and capacities required, and whose products have been in satisfactory use in similar service for not less than ten years.
- B. Electrical Components, Devices and Accessories: Listed and labeled as defined in NFPA 70 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Product Certification: Signed by the manufacturer of the fire alarm system components certifying that their products comply with the referenced standards.
- D. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project. Installer shall have a minimum of five years documented experience. Supervision of installers shall be by personnel certified by NICET as fire alarm Level III minimum technician.
- E. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 100 miles of project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- G. Source Limitations: Obtain fire alarm system from single source from single manufacturer.

**1.04 REFERENCES**

- A. The products provided by this section shall comply with the following applicable references (latest edition):
  - 1. NFPA 72 - Fire Alarm Code
  - 2. NICET: National Institute for Certification in Engineering Technologies

**1.05 COORDINATION**

- A. Coordinate layout and installation of system components and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire suppression system, and partition assemblies.
- B. This Contractor shall review all mechanical and architectural plans for devices or controls not specifically called out on the electrical drawings, duct smoke detectors for AHU shutdown and smoke damper control, elevator control, sprinkler connections and sprinkler zones, and include these devices in the bid.

**1.06 SYSTEM DESCRIPTION**

- A. Non-coded, UL-certified addressable system, with multiplexed signal transmission, dedicated to fire alarm service only.

**1.07 SOFTWARE SERVICE AGREEMENT**

- A. Comply with UL 864.
- B. Technical Support: Beginning with Substantial Completion, provide software support for two years.
- C. Upgrade Service: Update software to latest version at Project completion. Install and program software

upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.

1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade computer equipment if necessary.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL INFORMATION**

- A. All electrical equipment and material shall be new and bear a recognized testing laboratory's label, where applicable. The type of equipment and/or material shall be designated by the location where it will be installed and so defined by NEMA/NFPA 70 standards.

### **2.02 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. **SimplexGrinnell LP; a Tyco International Company**

### **2.03 SYSTEMS OPERATIONAL DESCRIPTION**

- A. Fire alarm signal initiation shall be by one or more of the following devices:
  1. Manual stations.
  2. Smoke detectors.
  3. Verified automatic alarm operation of smoke detectors.
- B. Fire alarm signal shall initiate the following actions:
  1. Continuously operate alarm notification appliances.
  2. Identify alarm at fire alarm control unit and remote annunciator.
  3. Transmit an alarm signal to the remote alarm receiving station.
  4. Unlock electric door locks in designated egress paths.
  5. Release fire and smoke doors held open by magnetic door holders.
  6. Switch heating, ventilating, and air conditioning equipment controls to fire alarm mode.
  7. Close smoke dampers in air ducts of designated duct systems.
  8. Recall elevators to primary or alternate recall floors.
  9. Activate emergency lighting control.
  10. Activate emergency shutoffs for gas and fuel supplies.
  11. Record events in the system memory.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
  1. Valve supervisory switch.
  2. Low-air-pressure switch of a dry-pipe sprinkler system.
  3. Elevator shunt-trip supervision.
  4. Duct smoke detectors.
- D. System trouble signal initiation shall be by one or more of the following devices and actions:
  1. Open circuits, shorts, and grounds in designated circuits.
  2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
  3. Loss of primary power at fire alarm control unit.
  4. Ground or a single break in fire alarm control unit internal circuits.
  5. Abnormal AC voltage at fire alarm control unit.

6. Break in standby battery circuitry.
  7. Failure of battery charging.
  8. Abnormal position of any switch at fire alarm control unit or annunciator.
  9. Low-air-pressure switch operation on a dry-pipe or preaction sprinkler system.
  10. Duct smoke detectors.
- E. System Trouble and Supervisory Signal Actions: Initiate notification appliance and annunciate at fire alarm control unit and remote annunciator.

## 2.04 FIRE ALARM CONTROL UNIT

- A. General Requirements for Fire Alarm Control Unit:
1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864 and listed and labeled by an NRTL.
    - a. system software and programs shall be held in flash electrically erasable programmable read-only memory (EEPROM), retaining the information through failure of primary and secondary power supplies.
    - b. Include a real-time clock for time annotation of events on the event records and printer.
  2. Addressable control circuits for operation of mechanical equipment.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, [1][2][3] line(s) of [40][80] characters, minimum.
  2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- C. Circuits:
1. Initiating Devices, Notification Appliance, and Signaling Line Circuits: NFPA 72, Class A.
    - a. Signal Light Circuits: Style 6
    - b. Install no more than 70% addressable devices on each signaling line circuit.
- D. Smoke Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire alarm control unit.
  2. Activate an NRTL-listed and -approved "alarm-verification" sequence at fire alarm control unit and detector.
  3. Record events by the system printer.
  4. Sound general alarm if the alarm is verified.
  5. Cancel fire alarm control unit indication and system reset if the alarm is not verified.
- E. Notification Appliance Circuit: Operation shall sound in a temporal pattern compliant with ADAAG.
- F. Elevator Recall:
1. Smoke detectors at the following locations shall initiate automatic elevator recall.
    - a. Elevator lobby detectors except the lobby detector on the designated floor.
    - b. Smoke detector in elevator machine room.
- G. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke barrier

walls shall be connected to fire alarm system.

- H. Remote Smoke Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.
- I. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory and trouble signals to a remote alarm station.
- J. System shall be capable of providing a Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.
- K. Primary Power: 24V DC obtained from 120V AC service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory and digital alarm communicator transmitters shall be powered by 24V DC source.
  - 1. Alarm current draw of entire fire alarm system shall not exceed 80% of the power-supply module rating.
- L. Secondary Power: 24V DC supply system with batteries, automatic battery charger, and automatic transfer switch.
  - 1. Batteries: Sealed lead calcium.
- M. Instructions: computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.
- N. Connect to electrical panel dedicated circuit. 2 #12, 1 #12 Grd, 1/2" C. Provide circuit breaker.

## 2.05 MANUAL FIRE ALARM BOXES

- A. General Requirements for Manual Fire Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
  - 1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type; with integral addressable module arranged to communicate manual station status (normal, alarm, or trouble) to fire alarm control unit.
  - 2. Station Reset: Key- or wrench-operated switch.
  - 3. Indoor Protective Shield: Factory-fabricated clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false alarm operation.

## 2.06 SYSTEM SMOKE DETECTORS

- A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24V DC, nominal.
  2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire alarm control unit.
  3. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
  4. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
  5. Integral Visual-Indicating Light: LED type indicating detector has operated [**and power-on status**].
  6. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at fire alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire alarm control unit.
    - a. Rate-of-rise temperature characteristic shall be selectable at fire alarm control unit for 15 or 20°F (8 or 11°C) per minute.
    - b. Fixed-temperature sensing shall be independent of rate-of-rise sensing and shall be settable at fire alarm control unit to operate at 135 or 155°F (57 or 68°C).
    - c. Provide multiple levels of detection sensitivity for each sensor.
- B. Photoelectric Smoke Detectors:
1. Detector address shall be accessible from fire alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
  2. An operator at fire alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
    - a. Primary status.
    - b. Device type.
    - c. Present average value.
    - d. Present sensitivity selected.
    - e. Sensor range (normal, dirty, etc.).
- C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.
1. Detector address shall be accessible from fire alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
  2. An operator at fire alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
    - a. Primary status.
    - b. Device type.
    - c. Present average value.
    - d. Present sensitivity selected.
    - e. Sensor range (normal, dirty, etc.).
  3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X.
  4. Each sensor shall have multiple levels of detection sensitivity.

5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
6. Relay Fan Shutdown: In addition to signaling the fire alarm control panel, the duct smoke detector shall shut the unit down on activation of the duct smoke detector. Provide interface module as required. Rated to interrupt fan motor-control circuit.

## **2.07 NOTIFICATION APPLIANCES**

- A. General Requirements for Notification Appliances: Connected to notification appliance signal circuits, zoned as indicated, equipped for mounting as indicated and with screw terminals for system connections.
  1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated and with screw terminals for system connections.
- B. Chimes, High-Level Output: Vibrating type, 81-dBA minimum rated output.
- C. Visible Notification Appliances: Xenon strobe lights comply with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1" (25 mm) high letters on the lens.
  1. Rated Light Output: 15/30/75/110 cd, selectable in the field, unless higher ratings are indicated.
  2. Mounting: Wall mounted unless otherwise indicated.
  3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
  4. Flashing shall be in a temporal pattern, synchronized with other units.
  5. Strobe Leads: Factory connected to screw terminals.
  6. Mounting Faceplate: Factory finished, red.

## **2.08 MAGNETIC DOOR HOLDERS**

- A. Provided by Section 08 71 00.

## **2.09 REMOTE ANNUNCIATOR**

- A. Description: Annunciator functions shall match those of fire alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire alarm control unit, including acknowledging, silencing, resetting, and testing.
  1. Mounting: Flush cabinet, NEMA 250, Type 1.
- B. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

## **2.10 ADDRESSABLE INTERFACE DEVICE**

- A. Description: Microelectronic monitor module, UL listed for use in providing a system address for alarm-initiating devices for wired applications with normally open contacts.
- B. Integral Relay: Capable of providing a direct signal to elevator recall or air handler shut down or other control function.

## **2.11 DIGITAL ALARM COMMUNICATOR TRANSMITTER**

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall

comply with UL 632.

- B. **Functional Performance:** Unit shall receive an alarm, supervisory, or trouble signal from fire alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
  - 1. Verification that both telephone lines are available.
  - 2. Programming device.
  - 3. LED display.
  - 4. Manual test report function and manual transmission clear indication.
  - 5. Communications failure with the central station or fire alarm control unit.
- D. Digital data transmission shall include the following:
  - 1. Address of the alarm initiating device.
  - 2. Address of the supervisory signal.
  - 3. Address of the trouble initiating device.
  - 4. Loss of AC supply or loss of power.
  - 5. Low battery.
  - 6. Abnormal test signal.
  - 7. Communication bus failure.
- E. **Secondary Power:** Integral rechargeable battery and automatic charger.
- F. **Self-Test:** Conducted automatically every 24 hours with report transmitted to central station.

## 2.12 DEVICE GUARDS & KNOX BOX

- A. **Description:** Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.
  - 1. Factory fabricated and furnished by manufacturer of device.
  - 2. Finish: Paint of color to match the protected device.
- B. Provide a Knox Box 3200 at the main entrance where FAAP is located and the entrance closest to the FACP.
  - 1. Provide recessed mount in new walls and surface mount on existing walls.
  - 2. Provide hinged doors.
  - 3. Color to be dark bronze.

## 2.13 CONDUCTORS & CABLES

- A. Jacketed, fire alarm, red, rated, copper. Verify with manufacturer.
  - 1. **Insulation for Wire in Conduit:** Thermoplastic, not less than 1/32" (0.8 mm) thick.
  - 2. Fire alarm cable shall be allowed above suspended ceilings or where protected. Cable shall be in cable tray or supported every 5 feet with J or D hooks.
  - 3. Fire alarm cable shall not be run with telephone or data cabling.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL INSTALLATION**

- A. The fire alarm system shall be installed in a neat and workmanlike manner. The NEIS Standard Practices for Good Workmanship in Electrical Contracting NECA 1-2006 is hereby adopted to define such workmanship and the installation of conductors and cables.
- B. Provide all equipment, wiring, conduit, and junction boxes required for the installation of a complete and operating system in accordance with applicable local, state, and national codes, the manufacturer's recommendations, these plans and specifications.

#### **3.02 EXAMINATION**

- A. Examine conditions for compliance with fire alarm components and ambient-temperature requirements for each component.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where components will be installed.
- D. Verify that ground connections are in place and requirements in Division 26 Section "Grounding and Bonding for Electrical Systems" have been met.

#### **3.03 WIRING METHODS**

- A. Wiring Method: Install cables in raceways except within cabinets. Conceal raceways except in unfinished spaces. Provide wiring in conduit. Exposed cabling is not allowed.
- B. Wiring within Enclosures: Bundle, lace and train cables to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

#### **3.04 INSTALLATION OF CABLES**

- A. General Cable Installation Requirements:
  - 1. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at outlets and terminals.
  - 2. Splices, Taps and Terminations: Arrange on numbered terminal strips in junction, pull and outlet boxes; terminal cabinets; and equipment enclosures. Cables may not be spliced.
  - 3. Bundle, lace and train conductors to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
  - 4. Do not install bruised, kinked, scored, deformed or abraded cable. Do not splice cable between termination, tap or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  - 5. Cold-Weather Installation: Bring cable to room temperature before de-reeling. Heat lamps shall not be used.

#### **3.05 IDENTIFICATION**

- A. Identify system components, wiring, cabling and terminations according to Section 26 05 53 "Electrical Identification."
- B. Identification of Conductors and Cables: Use color coding or printed label identification at both ends of conductors and apply wire and cable marking tape to designate wires and cables so media are identified in coordination with system wiring diagrams.
- C. Install framed instructions in a location visible from fire alarm control unit.

### 3.06 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72 for installation of fire alarm equipment.
- B. Equipment Mounting: Install fire alarm control unit on concrete base with tops of cabinets not more than 72" (1830 mm) above the finished floor.
- C. Smoke- or Heat-Detector Spacing:
  - 1. Comply with NFPA 72, "Smoke-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for smoke-detector spacing.
  - 2. Comply with NFPA 72, "Heat-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for heat-detector spacing.
  - 3. Smooth ceiling spacing shall not exceed 30 feet.
  - 4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Appendix A in NFPA 72.
  - 5. HVAC: Locate detectors not closer than 3 feet from air-supply diffuser or return-air opening.
  - 6. Lighting Fixtures: Locate detectors not closer than 12" (300 mm) from any part of a light fixture.
- D. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct.
- E. Remote Status and Alarm Indicators: Install near each smoke detector and each sprinkler water-flow switch and valve-tamper switch that is not readily visible from normal viewing position.
- F. Audible Alarm-Indicating Devices: Install not less than 6" (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille.
- G. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6" (150 mm) below the ceiling.
- H. Device Location-Indicating Lights: Locate in public space near the device the monitor.
- I. Fire Alarm Control Unit: Surface mounted, with tops of cabinets not more than 72" (1830 mm) above the finished floor.
- J. Annunciator: Install with top of panel not more than 72" (1830 mm) above the finished floor.

### 3.07 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, comply with requirements in Division 08 Section "Door Hardware." Connect hardware and

devices to fire alarm system.

1. Verify that hardware and devices are UL listed for use with fire alarm system in this Section before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet (1 m) from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
1. Smoke dampers in air ducts of designated air conditioning duct systems.
  2. Alarm-initiating connection to elevator recall system and components.
  3. Alarm-initiating connection to activate emergency lighting control.
  4. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
  5. Supervisory connections at valve supervisory switches.
  6. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.

### 3.08 GROUNDING

- A. Ground fire alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire alarm control unit.

### 3.09 FIELD QUALITY CONTROL

- A. Field test shall be witnessed by Architect/Engineer and authorities having jurisdiction.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installation, including connections.
- C. Perform Tests and Inspections:
1. Manufacturer's Field Services: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
1. Visual Inspection: Conduct visual inspection prior to testing.
    - a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter.
    - b. Comply with "Visual Inspection Frequencies" Table in the "Inspection" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
  2. System Testing: Comply with "Tests Methods" Table in the "Testing" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
  3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
  4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
  5. Test visible appliances for the public operating mode according to manufacturer's written

instructions.

6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
- E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
  - F. Fire alarm system will be considered defective if it does not pass tests and inspections.
  - G. Include test reports in Operation, Maintenance and Warranty Data Manuals.
  - H. Prepare test and inspection reports.
  - I. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
  - J. Annual Test and Inspection: One year after date of Substantial Completion, test fire alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

### 3.10 STARTUP SERVICE

- A. Perform startup service.
  1. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
  2. Complete installation and startup checks according to manufacturer's written instructions.

### 3.11 ADJUSTING/PROGRAMMING

- A. On-Site Assistance: Provide on-site assistance in adjusting sensors and adjusting controls to meet occupancy conditions.
- B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to three visits to project during other-than-normal occupancy hours for this purpose.
- C. Coordinate all door numbers with Owner prior to programming. Provide digital and hard copy of fire alarm initiation device address and notification circuit number with closeout documents.

### 3.12 DEMONSTRATION

- A. Provide (4) hours training (2 sessions) for Owner and maintenance personnel to adjust, operate, and maintain the fire alarm system and equipment. Videotape training session and deliver videotape to Engineer as part of the closeout documents. Provide initial 2-hour field training. Provide an additional training session with a manufacturer's field representative 11 months after substantial completion shall be required for a minimum of 2 hours.

### 3.13 CLEANING & PROTECTION

- A. Provide final cleaning and protection and maintain conditions in a manner acceptable to Installer, which ensures system being free from damage and deterioration at time of substantial completion.

**END OF SECTION**



## Board of Commissioners

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

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: May 26, 2020

AGENDA ITEM: COVID-19 Operations Plan

SUMMARY: Attached is a list of items I will refer to as a plan that should address most of the departmental operations around the County going forward.

1. This plan is broken into two sets of efforts, the first for assuring the health and safety of the employees and their work environment. Materials and equipment have been and will continue to be acquired and distributed to meet our needs. Office improvements will continue, and being relatively inexpensive and done by Facilities personnel, it is more of having the time it takes to make barriers and so forth to ready work sites for everyone.
2. The second set refers to efforts to increase safe interaction with members of the public. Initial interest is in the Government Center for the License Center and the Tax Payer Service Center. Department heads are coordinating their efforts, encouraging as much electronic interaction as possible, starting appointment meetings and other steps towards allowing the public back in the building.
3. Having a plan is a general requirement for bringing employees back and increasing public interaction, so this is being recommended for approval. In reality, adjustments are made routinely and frequently and since all of our departments and buildings present different issues, this set of policies and actions is meant to provide an umbrella policy for individual department plans. I think it is somewhat impractical to bring each department operations policy to the Board but this short bullet point approach should suffice.

**ACTION REQUESTED:** Motion and action approving the attach set of operations policies for the County going forward.

## Polk County COVID-19 Preparedness Plan – May 19, 2020

### For employees:

1. Employees should monitor for signs and symptoms of COVID-19. Employees who are sick or experiencing Covid-19 symptoms while at home or work, should stay or go home, contact their healthcare provider, and remain home per CDC home isolation or healthcare provider guidelines. <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.
2. Employees are reminded to frequently wash or sanitize their hands, keep their workspace clean and cover their coughs and sneezes.
3. Masks or cloth face coverings will be made available and should be worn in the workplace where six foot distancing cannot be routinely maintained. Employees are encouraged to wear masks in public areas or anytime they choose to do so.
4. Offices will be provided with disinfectant wipes and/or spray for use by the employees. Employees are encourage to wipe down their work areas frequently.
5. Efforts will be made to maintain appropriate social distancing between employees including changes to office or workspace for a minimum of six-foot space difference or workable barriers between employee work spaces.
6. Employees that can work from home should continue to do so until further notice.
7. Employees that are not comfortable with their respective workspace should first discuss with their supervisor if changes can be made, including work from home options. If not, the employee notify their supervisor and review their leave options with Human Resources.
8. Employees should remain attentive to changes to this plan and what may be asked of them in adapting to this situation.

### For managing public in County buildings when it is determined buildings can reopen or partially reopen:

1. Public access should be clearly defined and limited to necessary business components of the buildings.
2. Disinfectant wipes/spray will be positioned at all counters and meeting places for employees to maintain sanitary conditions in their work area and that of the public.
3. Barriers will be added to minimize contact with members of the public – plexiglass, desk arrangements, etc.
4. In-person meetings with the public should be minimized as best possible. For example, if a virtual meeting or phone conversation can suffice, it should be the first option. Where a meeting with the public is unavoidable, a minimum of six feet social distancing should be maintained.
5. Disposable masks will be made available to members of the public upon reaching their meeting place, being a counter or meeting room. They should be offered a mask to wear. If they refuse to wear a mask, the employee should ensure they themselves adhere to appropriate social distancing, and if still uncomfortable with the situation ask a supervisor for assistance.
6. Markings for appropriate social distancing will be placed where lines may form, employees may ask members of the public to adhere to appropriate social distancing as in #5.
7. All inquiries from the public on transacting business with the County should afford the option of the person waiting in their vehicle for as much of the transaction time as is feasible. This may also be an option should the employees return to work but not open the building to the public.