

POLK COUNTY BOARD

MEETING LOCATION:

**GOVERNMENT CENTER, 612 N. BROADWAY, CROOKSTON, MN
COUNTY BOARD ROOM #234A
AGENDA**

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

Documents:

[march 3 packet.pdf](#)

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POLK COUNTY BOARD

MEETING LOCATION:
GOVERNMENT CENTER, 612 N. BROADWAY, CROOKSTON, MN
COUNTY BOARD ROOM #234A
AGENDA

MARCH 3, 2026

8:00 A.M. MEETING OPEN/CONVENE

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

REVIEWAL & APPROVAL OF THE AGENDA

CONSENT ITEMS

1. Approve the February 17, 2026, Board minutes.

COUNTY BOARD MEMBERS ISSUE FORUM

8:30 JAMES TADMAN - SHERIFF

1. Vehicle Fleet Update on 2026 Vehicle Orders and Sales
2. Warranty Expiration on Special Threat Ballistic Plates and Ballistic Helmets

8:50 RICHARD SANDERS – COUNTY ENGINEER

1. MNDOT Agreement 106123 for CSAH 22
2. Award Street Sweeping Quote for 2026

9:00 SAM MELBYE – DIRECTOR OF PROPERTY RECORDS

1. Public Hearing on Housing Incentive Program & Property Tax Abatements for the City of East Grand Forks
 - i. Open Public Hearing
 - ii. Close Public Hearing
2. Resolution 2026-09 Considering Proposed Abatements in the City of East Grand Forks

9:30 JON STEINER – DIRECTOR OF ENVIRIONMENTAL SERVICES

1. MPCA Co-collected Organics & Compost Grant – Change Order #5
2. Update – Robot Tariffs – Co-collected SSOM & ASP Project Grant

10:00 CHUCK WHITING – COUNTY ADMINISTRATOR

1. Tax Forfeit Demolition Proposal – Erskine Project

ADJOURN

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

FEBRUARY 17, 2026
BOARD MINUTES

Pursuant to motion of adjournment, the Polk County Board of Commissioners met in regular session at 9:30 o'clock a.m., February 17, 2026. Members present: Commissioner Paul Reese, Commissioner Warren Strandell, Commissioner Gary Willhite, Commissioner Joan Lee, Commissioner Pape and Charles S. Whiting, County Administrator, Clerk of the Board. Others present: Samuel Melbye, Deputy Clerk of the Board.

AGENDA

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the February 17, 2026, agenda.

CONSENT ITEMS

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the February 17, 2026, consent items:

1. Approve February 3, 2026, Board minutes.
2. Approve Commissioner Warrants: General Revenue Fund, \$39,711.19; Public Works Fund, \$146,881.26; Public Safety Fund, \$26,751.03; Public Health Fund, \$21,189.90; Opioid Settlement, \$39,902.17; Spec Assmnts (Ditch) Fund, \$98,380.26; Environmental Services Fund, \$19,458.25; Solid Waste, \$91,213.00; Landfill Fund, \$46,909.74; Per Diems, \$1,500.00 Meal Reimbursements (without over-night lodging), \$183.33; and Sign Audit List.
3. Approve payment to US Bank, St. Louis, MO, in the amount of \$66,363.57 for procurement card purchases.

COUNTY BOARD MEMBER ISSUE FORUM

1. Committee Assignments – A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the updated listing on committee assignments for the Board. (List available in Administrator's Office)
2. Commissioner Strandell brought forth that he attended the following meetings:
 - a. Tri-County Corrections meeting.
 - b. MnDOT District 2 Area Transportation Partnership meeting.
3. Commissioner Willhite brought forth that he attended the following meetings:
 - a. Polk County Planning Commission meeting.
 - b. Polk, Norman, and Mahnomen Community Health Board meeting.
 - c. Minnesota Rural Commissioners meeting. (online)
 - d. Tri-Valley Opportunity Council meeting. (online)
 - e. Extension Service Cow and Calf Days in Fosston, MN.
4. Commissioner Lee brought forth that she attended the following meetings:
 - a. Two Long Term Services and Support meetings.
 - b. Three Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPCWDA) meetings.
 - c. Canvassing of Special Election Results

- d. Association of Minnesota Counties (AMC) Futures Committee meeting.
- 5. Commissioner Reese brought forth that he attended the following meetings:
 - a. Commissioner Reese requested to be on the 911 Planning Commission to replace Commissioner Strandell as delegate. A motion was made by Commissioner Willhite seconded by Commissioner Pape and adopted by unanimous vote of the Board to appoint Commissioner Reese as delegate in place of Commissioner Strandell on the 911 Planning Commission. (List Available in the Administrator's Office)
 - b. Tri-Valley Opportunity Council meeting. (online)
 - c. Canvassing of Special Election Results

SHERIFF

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

1. Monthly Sheriff's Report

The January 2026 Monthly Sheriff Reports were discussed and presented to the Board. (Reports on file in the Administrator's Office)

2. 2024 Emergency Management Performance Grant

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve accepting and matching the 2024 Emergency Performance Grant in the amount \$19,995.00.

3. New K9 and K9 Handler

Training for a new K9 and K9 Handler will be March 16, 2026, - June 19, 2026.

PLANNING & ZONING

Jacob Snyder, Assistant Environmental Services Administrator, came before the Board with matters pertaining to his department:

1. Tax Forfeit Demolition Projects - 2026

Discussion was held on commercial forfeit properties in Erskine and McIntosh.

2. Joint Solid Waste Hauling Contract (2026 – 2028)

A motion was made by Commissioner Reese seconded by Commissioner Pape and adopted by unanimous vote of the Board to approve the 2026-2028 hauling contract to Dukek Trucking, Inc.

3. 2026 Polk County Haulers License

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the CY2026 Polk County Haulers License to Al's Disposal Inc. of Ada, MN.

4. 2026 Polk County Haulers License

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the CY2026 Polk County Haulers License to Tipton Grease Services, Inc. of Box Elder, SD.

FINANCE

Annette Storm, Abdo Financial Services Manager, came before the Board with matters pertaining to the Finance Department:

1. Q4 Report

The Fourth Quarter Financial Report was presented to the Board. (Report on file in Administrator's Office)

2. Work Progress Update

Discussion was held regarding the progress that has been made within the Finance Department.

JOINT DITCH 60

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to call a recess of the regular Board meeting and begin the Joint Ditch meeting at 11:08 am.

Samuel Melbye, Polk County Director of Property Records, called the Joint County Ditch 60 meeting to order. A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to nominate and elect Commissioner Lee as Chair of the Joint Ditch meeting. A motion was made by Commissioner Remick seconded by Commissioner Willhite and adopted by unanimous vote of the Board to nominate and elect Commissioner Moran as Vice Chair of the Joint Ditch meeting. A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to nominate and elect Sam Melbye as Secretary of the Joint Ditch meeting.

1. Joint Ditch 60 Redetermination Discussion

Polk County has already started the process to redetermine benefits on the county-owned ditches. Joint ditch 60 is included in the redetermination groups, requiring approval from the Joint Ditch Authority. The redetermination of ditch benefits for JD 60 was discussed with the Drainage Authority Board and Bryan Murphy, H2Over Viewers. The Drainage Authority requested to have an informational meeting and presentation from H2Over Viewers for the landowners in Red Lake County. A date for the informational meeting will be determined at a later date when it can be organized with H2Over Viewers and the Red Lake County Commissioners to determine the best date.

JOINT DITCH 64

Samuel Melbye, Polk County Director of Property Records, called the Joint County Ditch 64 meeting to order. A motion was made by Commissioner Gerardy seconded by Commissioner Reese and adopted by unanimous vote of the Board to nominate and elect Commissioner Lee as Chair of the Joint Ditch meeting. A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to nominate and elect Commissioner Gerardy as Vice Chair of the Joint Ditch meeting. A motion was made by Commissioner Reese seconded by Commissioner Gerardy and adopted by unanimous vote of the Board to nominate and elect Sam Melbye as Secretary of the Joint Ditch meeting.

1. Joint Ditch 64 Redetermination Discussion

Polk County has already started the process to redetermine benefits on the county-owned ditches. Joint ditch 64 is included in the redetermination groups, requiring approval from the Joint Ditch Authority. The redetermination of ditch benefits for JD 64 was discussed with the Drainage Authority Board and Bryan Murphy, H2Over Viewers. The Drainage

Authority requested to have an informational meeting and presentation from H2Over Viewers for the landowners in Red Lake County. A date for the informational meeting will be determined at a later date when it can be organized with H2Over Viewers and the Red Lake County Commissioners to determine the best date.

JOINT DITCH 71

Samuel Melbye, Polk County Director of Property Records, called the Joint County Ditch 71 meeting to order. A motion was made by Commissioner Gerardy seconded by Commissioner Reese and adopted by unanimous vote of the Board to nominate and elect Commissioner Lee as Chair of the Joint Ditch meeting. A motion was made by Commissioner Gerardy seconded by Commissioner Reese and adopted by unanimous vote of the Board to nominate and elect Commissioner Gerardy as Vice Chair of the Joint Ditch meeting. A motion was made by Commissioner Gerardy seconded by Commissioner Reese and adopted by unanimous vote of the Board to nominate and elect Sam Melbye as Secretary of the Joint Ditch meeting.

1. Joint Ditch 71 Redetermination Discussion

Polk County has already started the process to redetermine benefits on the county-owned ditches. Joint ditch 71 is included in the redetermination groups, requiring approval from the Joint Ditch Authority. The redetermination of ditch benefits for JD 71 was discussed with the Drainage Authority Board and Bryan Murphy, H2Over Viewers. The Drainage Authority requested to have an informational meeting and presentation from H2Over Viewers for the landowners in Red Lake County. A date for the informational meeting will be determined at a later date when it can be organized with H2Over Viewers and the Red Lake County Commissioners to determine the best date.

A motion was made by Commissioner Willhite seconded by Commissioner Reese and adopted by unanimous vote of the Board to end the recess of the regular Board meeting and to resume the business of the regular Board meeting at 11:56 am.

HIGHWAY

Richard Sanders, Polk County Engineer, came before the Board with matters pertaining to his department:

1. MN/ND Border Bridge MOU Agreements

i. MOU with Grand Forks County, ND

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the MOU Agreement with Grand Forks County, ND and allow the Polk County Board Chair to sign MOU Agreement.

ii. MOU with Traill County, ND

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the MOU Agreement with Traill County, ND and allow the Polk County Board Chair to sign MOU Agreement.

2. Award Bids for Crackfilling and Equipment Rental

i. Award Contract for CP 126-014-1468 for Crackfilling

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to award the contract for CP 126-01-1468 to Lot Pros,

Inc. of Fergus Falls, MN in the amount of \$149,520.00 and have the Administrator and Board Chair sign the contracts.

ii. Award Equipment Rental Bids

A motion was made by Commissioner Reese seconded by Commissioner Pape and adopted by unanimous vote of the Board to award the Equipment Rental Bids to all.

COUNTY ATTORNEY

Chuck Whiting, Polk County Administrator, on behalf of Greg Widseth, Polk County Attorney, came before the Board with matters pertaining to Greg's department:

1. Approval to Fill Vacancy – Assistant County Attorney

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve filling the vacated Assistant County Attorney position.

MANAGEMENT INFORMATION SYSTEMS

Levi Webster, MIS Director, came before the Board with matters pertaining to his department:

1. Renew Splunk Enterprises License Agreement

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve renewal license agreement with Splunk Enterprise.

2. Update on Server and Storage Replacement Updated Cost

The number of servers listed on the previously presented quote was incorrect (52). The correct number of servers is fifty-four (54) and the updated cost is \$256,398.24.

SOCIAL SERVICES

Victoria Ramirez, Social Services Manager, on behalf of Karen Warmack, Social Services Director, came before the Board with matters pertaining to Ms. Warmack's department.

1. 2026 Alluma Inc. County Contract Approval

A motion was made by Commissioner Willhite seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the 2026 contract with Alluma in the amount not to exceed \$40,000.00 to provide mental health services and support.

PUBLIC HEALTH

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

1. Out of State Travel Request – Melissa Perreault

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve out of state travel for Melissa Perreault to attend SOPHE Annual Conference in Portland, OR from April 22-24, 2026.

2. Out of State Travel Request – Angel Korynta

A motion was made by Commissioner Reese seconded by Commissioner Pape and adopted by unanimous vote of the Board to approve replacing former employee Jason Flores with Angel Korynta and approving Angel's out of state travel to attend NACCHO's Preparedness Summit at Baltimore, MD from April 12-16, 2026.

3. Deterra Drug Deactivation – Opioid Settlement Funds

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve up to \$5,000.00 Opioid Settlement Funds be allocated for the purchase and distribution of Deterra Drug Deactivation pouches.

4. Polk County Opioid Settlement Fund – Approve Contract with Crookston Secondary High School

A motion was made by Commissioner Willhite seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve Polk County Opioid Settlement Fund contract with Crookston Secondary High School for \$40,000.00.

5. Polk County Opioid Settlement Fund – Approve Contract with KROX Radio

A motion was made by Commissioner Pape seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve Polk County Opioid Settlement Fund contract with KROX Radio for \$10,400.00.

6. Polk County Opioid Settlement Fund – Approve Contract with Recovery Partners, Inc. – HopeWorks Network

A motion was made by Commissioner Willhite seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve Polk County Opioid Settlement Fund contract with Recovery Partners, Inc. – HopeWorks Network for \$50,000.00.

7. Polk County Opioid Settlement Fund – Approve Contract with Recovery Partners, Inc. – Northwest MN Center for Hope

A motion was made by Commissioner Strandell seconded by Commissioner Pape and adopted by unanimous vote of the Board to approve Polk County Opioid Settlement Fund contract with Recovery Partners, Inc. – Northwest MN Center for Hope for \$47,600.00

8. Vocal Fuel Consulting

A motion was made by Commissioner Reese seconded by Commissioner Pape and adopted by unanimous vote of the Board to approve Vocal Fuel Consulting proposal.

9. IGRA and Mantoux Tests

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the updated TST fee structure and the addition of Quantiferon IGRA testing at the proposed rate.

FINANCE

Stacy Grover, Finance Director, came before the Board with matters pertaining to her department:

1. Approval to Hire Assistant Finance Director

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the job description and filling an Assistant Finance Director position.

CITY OF LENGBY PROPERTY LINES

Paul Kahlbaugh, Mayor of Lengby, came before the Board with matters pertaining to the City of Lengby:

1. Property Lines in the City of Lengby – Follow up information on Columbia Township Monumentation Project

Discussion was held with the Board regarding property line issues in the City of Lengby and Columbia Township. Darrell Donnell, Polk County resident, presented items to the Board (on file in the Administrator's Office) regarding the property lines in Columbia Township.

ADMINISTRATION

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

1. Out of State Travel Authorization – NACo Annual Conference, New Orleans, LA

A motion was made by Commissioner Reese seconded by Commissioner Pape and adopted by unanimous vote of the Board to approve Chuck Whiting to attend the NACo Annual Conference in place of the ICMA Conference.

COMMISSIONER WARRANTS

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board that the following Commissioner Warrants were approved:

**COMMISSIONER WARRANTS
DATED 02/20/2026
APPROVED 02/17/2026**

<u>Vendor Name</u>	<u>Amount</u>
Advanced Tire & Auto Service	7,031.45
Agassiz Septic & Roll Off Services	2,111.72
Alluma Inc	2,135.90
Applied Concepts Inc	13,852.50
Association of Mn Counties	31,624.00
AT-Scene LLC	9,514.00
Auto Value - Crookston	2,740.76
Brandner Printing & Office Supplies	2,970.97
Brost Chevrolet	3,822.40
Burggrafs Ace Hardware	2,495.37
Care & Share	2,608.98
Church & Dwight Co Inc	26,679.45
CNH Industrial Accounts	3,205.48
Code 4 Services Inc	46,966.35
Crookston Fuel Company	4,088.25
Dakota Wholesale Tire	4,199.16
Election Systems & Software Inc	5,391.50
Far-Moor Acoustics & Floors LLC	4,979.00
Galls LLC	7,687.42
GF-Bergstrom Electric Inc	3,167.25
H2Over Viewers LLC	101,440.35
Hennen Equipment Inc	2,886.19
In Progress	2,000.00
Jemco Incorporated	11,408.58
Kimball Midwest	2,038.31
Kurita America Inc	9,911.26
Level 5 Services	4,269.00
Little Falls Machine Inc	8,340.17
Marshall County Highway Dept	5,680.00
Metler-Toledo	4,211.00
Minnesota Sheriffs' Association	9,785.79
Motorola Solutions Connectivity Inc	2,660.00
MPCA	3,600.00
Napa Crookston Welding	2,353.11
Northdale Oil Inc	3,661.80
OK Tire Store - Fargo	4,953.64
POMPS Tire Service Inc	5,770.62
Premier Signs LLC	6,809.00
RJ Zavoral & Sons Inc	4,635.00
RTVision Inc	5,000.00
Schulz Carpeting	6,294.00
SeaChange Printing & Marketing	2,708.96

Stantec Consulting Services Inc	4,440.35
Stone's Mobile Radio Inc	15,750.00
Streicher's	3,657.00
Timeclock Plus LLC	2,184.00
Titan Machinery	22,545.20
Total Response	13,821.85
UpNorth Engineering LLC	4,647.50
Vanguard Appraisals Inc	3,720.00
Vestis	2,846.39
Widseth Smith Nolting & Assoc	8,900.07
Winger City	3,037.50
Ziegler Inc	10,584.16
151 Payments less than 2000	65,923.42
Final Total:	559,746.13

With no further business, the Board adjourned to reconvene at 8:00 o'clock a.m., March 3, 2026.

Joan Lee, Chair

ATTEST:

Charles S. Whiting, County Administrator
Clerk of the Board



Board of Commissioners

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

TO: Board of Commissioners and Chuck Whiting-Administrator

FROM: James Tadman, Sheriff, Jesse Haugen, Captain

MEETING DATE: March 3, 2026

AGENDA ITEM:

1. Vehicle Fleet Update Enterprise

SUMMARY:

2. Vehicle Fleet Update on 2026 Vehicle Orders and Sales.

ACTION:

1. No Action



Board of Commissioners

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

TO: Board of Commissioners and Chuck Whiting-Administrator

FROM: James Tadman, Sheriff, Jesse Haugen, Captain

MEETING DATE: March 3, 2026

AGENDA ITEM:

1. Warrant Expiration on Special Threat Ballistic Plates and Ballistic Helmets

SUMMARY:

1. Special Threat Ballistic Plates and Ballistic Helmets 5-year Warranty are expired. Purchase New Plates and Helmets for Deputies

ACTION:

1. Motion and Approve



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 03-3-2026

AGENDA ITEM: MNDOT Agreement 1062123

SUMMARY:

1. Polk County is receiving Federal Funds for the mill and overlay of CSAH 22 (SP 060-622-009)
2. It is estimated that the total cost of the Project is \$2,045,028. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal years 2026 and 2027. These amounts are \$890,000 and \$700,000, respectively
3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2025 for federal fiscal year 2026, and October 1, 2026 for federal fiscal year 2027. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

ACTION REQUESTED:

1. A motion was made by _____ seconded by _____ to approve MNDOT Agreement 1062123 allow the Polk County Board Chair and the Administrator to sign Agreement



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

February 25, 2026

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

SUBJECT: SP 060-622-009, STBG 6026(184)
CSAH 22 Mill and Overlay
MnDOT Contract Number 1062123

Dear Mr. Sanders:

Attached is the agreement between Polk County and MnDOT, which allows for MnDOT to act as Polk County's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2026 and 2027 or sooner as funds are available.

Please review and if approved, have the agreement signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Brian Ketring—DSAE
Robin Sterzinger—Finance
File

An Equal Opportunity Employer



**STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION**

State Project Number: 060-622-009_____

FAIN Number: STBG 6026(184)_____

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

RECITALS

1. MnDOT Contract Number dcp(1052203) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the “Project”; and
3. The Local Government is proposing a federal aid project for CSAH 22 Mill and Overlay, hereinafter referred to as the “Project”; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for fiscal years 2026 and 2027, and is identified in MnDOT records as State Project 060-622-009, and in Federal Highway Administration (“FHWA”) records as Minnesota Project STBG 6026(184); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052203), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052203), which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

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

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$2,045,028. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal years 2026 and 2027. These amounts are \$890,000 and \$700,000, respectively.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2025 for federal fiscal year 2026, and October 1, 2026 for federal fiscal year 2027. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052203), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

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

6.2. The Local Government's Authorized Representative is:

Name: Mr. Rich Sanders _____, or their successor.

Title: Polk County Engineer _____

Phone: 218-470-8253 _____

Email: rsanders@co.polk.mn.us

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

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the

Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota,

including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

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

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

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

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

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

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

17. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal

Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Local Government will comply with 2 CFR § 200.323.
- 17.1.11. Local Government will comply with 2 CFR § 200.216.
- 17.1.12. Local Government will comply with 2 CFR § 200.322.
- 17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable.

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

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

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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Polk County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

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

BE IT FURTHER RESOLVED, the **Chairman* and the **Auditor* are hereby authorized and directed for and on behalf of Polk County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1062123," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the County

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

Auditor

Notary Public

My Commission expires _____

(SEAL)



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 03-02-2026

AGENDA ITEM: Award Street Sweeping Quote 2026

SUMMARY:

1. Received quotes until February 20, 2026
2. Lowest Responsible Quote is Mathsen of Grand Forks, ND in the amount of \$165.00 per hour

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

A motion by _____ seconded by _____ to award the Sweeper Quote to Mathsen of Grand Forks, ND in the amount of \$165.00 per hour.



Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Annalee Jones, Deputy Director of Property Records

MEETING DATE: March 3, 2026

AGENDA ITEM: Public Hearing on Housing Incentive Program & Property
Tax Abatements for the City of East Grand Forks

SUMMARY:

1. Opening of Public Hearing.
2. Closing of Public Hearing.
3. Consider attached Resolution (2026-XX) following the hearing for the 2025 Property Tax Abatements for properties in East Grand Forks.

ACTION REQUESTED (INFORMATION ONLY/MOTION/RESOLUTION):

1. Approve Resolution (2026-XX) Proposed Tax Abatements in the City of East Grand Forks.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: JON STEINER, ENV. SVS. ADMIN.
MEETING DATE: March 3, 2026
AGENDA ITEM: MPCA Co-collected Organics & Compost Grant – Change Order 5

SUMMARY:

1. Polk County was awarded an MPCA Grant in 2024 for the Co-collection of Organics and Compost Facility upgrades. \$1.5M was awarded for a \$1.8M project.
2. As with any Grant project related to construction, issues are encountered that were unknown at the time of the Grant application or in design/engineering.
3. Issues encountered include: tariffs, permitting issues, unforeseen equipment damage/repairs and replacements.
4. Three (3) Change Orders were approved at the 11-04-25 Board meeting, conditional upon MPCA Grant amendment. The budget amendment was made by the MPCA to accommodate the Change Orders.
5. Change Order #4 in the amount of \$28,065.62 was approved on 2-03-26 to cover the overrun on Change Order #1 and the Tariff in the Magnet.
6. Change Order #5 will be needed to install a conveyor system from the double-deck fines screen to the <6" transfer conveyor to replace the pneumatic conveyor system. The amount of the work is >\$150,000.
7. Titus will issue a credit for the pneumatic conveyor and equipment that would be replaced. The amount of credit issued will >\$50,000.
8. The exact price of Change Order #5 will be based on time/materials and potential to modify the system to reuse some components needed and lessen the final cost of Change Order #5.
9. Change Order #5 will require formal Board approval after-the-fact once value determined.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Action Requested: Consensus to proceed with Change Order #5, with exact amounts and formal approval at subsequent Board Meeting.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: JON STEINER, ENV. SVS. ADMIN.
MEETING DATE: March 3, 2026
AGENDA ITEM: Robot Tariffs – Co-Collected SSOM & ASP Project Grant

SUMMARY:

1. Polk County Solid Waste was awarded two (2) MPCA Grants in 2024 – Enhanced Recycling & Glass Project (Recycle Grant) & Co-Collected SSOM Compost and Aerated Static Pile Composting Project (Organics Grant).
2. The Organics Grant included the purchase of two (2) Artificial Intelligence Robotic Sorters (Robots) to remove specialized compostable bags filled with residential organics from the passing MSW stream at the RRF.
3. On 2/18/25 the Board approved purchase of the robotic sorters from Waste Robotics Inc. of Trois-Rivieres, Quebec, Canada. Waste Robotics were deemed the most robust of the vendors with products in-service in similar applications.
4. The quote was for two (2) robotic sorters, a vision system and control panel – plus on-site technical support during the installation and commissioning of the system in the amount of \$550,000.00.
5. At the time of purchase, there were no Tariff's on the equipment for these Grants. Tariff's for all equipment have come as additional price increases just as the actual delivery costs are adjusted.
6. The tariff amount billed by US Customs for the robotic sorters coming out of Canada to be \$230,530.00. This is 50% of the cost of the robotic sorting equipment (less the professional services). It was approved by the Board on 10/07/25 so as to avoid incurring penalties.
7. The tariff was contested and appeal filed. The appeal was approved on 2/13/26. Polk will receive a refund of \$214,475.50 + \$4,632.23 in interest.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. Action Requested: Information Only.



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 - Assistant Environmental Services Administrator

MEETING DATE: March 3, 2026

AGENDA ITEM: TAX FORFEIT DEMOLITION PROPOSAL – Erskine Project
SUMMARY:

- 1) On August 25th 2025 Sam Melbye and myself met with Widseth (professional structural engineers) to discuss the Erskine Glass Thrift Shop and McIntosh School that are both in disrepair and in need of demolition. These are huge projects that will cost the County a lot to demo. The ask of Widseth is to come up with a tasked plan on how to tackle these large projects and not to affect the businesses connected to these commercial buildings.
- 2) The Erskine building is in total disrepair, and the roof is caving in. The second floor has collapsed in sections and storms in the summer of 2025 did produce some damage to the neighboring Ness Café from falling debris.
- 3) The structure is full of mixed solid waste and contents cannot be safely removed from the building prior to demolition. This will drive up the bids for demolition as the contractor will need to sort the materials before loading trucks to haul to the landfill.
- 4) Environmental Services will be contacting the MPCA regarding this matter to see if the State will assist with the asbestos regarding this large-scale project. Asbestos testing on certain suspect materials are required to test what materials need to be removed but when it is unsafe to do so presents a big issue.
- 5) Attached is the bid proposal for Widseth to perform the scope of services needed, demolition feasibility study as well as engineering services before and during demolition with the contractor performing the demolition. The bid for only the Erskine building for these professional services is to not exceed \$25,000.

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

- 1) Motion for approval of the Professional Design Services for the Erskine Glass Thrift Shop, 109 Vance Ave Erskine in the amount to not exceed \$25,000 for a feasibility demo study and building demolition design documents.

February 25, 2026

Jacob Snyder
Polk County Environmental Services
320 Ingersoll Avenue
Crookston, MN 56716

Professional Design Services Proposal
Polk County Building Demolition – Erskine, MN

Dear Mr. Snyder,

Thank you for the opportunity to assist Polk County in the demolition process for your building in Erskine, MN. As a follow-up to our site visit on August 25, 2025, Widseth Smith Nolting & Associates, Inc. (dba Widseth) is pleased to submit the following proposal for design services. This proposal, as dated above, shall be governed by the attached General Provisions of Professional Services Agreement and amended to include the following information.

Project Understanding

Widseth understands that Polk County is interested in having the following buildings demolished:

- Parcel ID 84.00099.00, 109 Vance Ave S, Erskine, MN

The project would involve the development of a report outlining the process for how the buildings could be demolished. The report would include cost estimates for the demolition work. It is our understanding that the County will coordinate with the MPCA regarding disposal of materials and provide assistance with estimating.

If funding for the project is approved, the project would also include the development of documents for use in bidding.

Design Schedule

Based on the Scope of Services, this agreement shall be from the date of signature in this Letter Agreement until the completion of our report.

Scope of Services

Based on the Project Understanding outlined above, Widseth proposes the following Scope of Services:

- Demolition Feasibility Study Design Services – Widseth will provide services for the development of a feasibility report identifying the processes necessary to demolish the building identified above. Services would include:
 - Site Visit: A site visit would be conducted to document the approximate footprint size and building volume. Photographs of the existing conditions would be obtained. Widseth staff would not enter the buildings due to the existing conditions. As a result, assumptions would be made as to the construction of the buildings.
 - Demolition Waste: Due to the existing conditions, it is anticipated that a hazardous materials surveyor would not be able to enter the building to test for the presence of asbestos and lead. It is understood that the County will research how waste will be managed through coordination with the MPCA.

- Cost Estimate: An opinion of probable construction cost will be prepared identifying the estimated cost to demolish the buildings and return the properties to green sites.
- Report: A report will be prepared summarizing our findings.
- Building Demolition:
 - Design Documents – Widseth will provide services for the development of bid documents for use in securing a demolition company to complete the work.
 - Bidding & Construction Administration: We will provide architectural services during the bidding and demolition phase to include assistance with contractor bidding and procurement, responding to bidder questions, issuing addenda as required, and evaluating bids. During demolition we will provide limited construction phase services related to demolition activities, including coordination with the Owner and Contractor, review of submittals related to demolition means and methods, and periodic site observations to verify general conformance with the contract documents.

Any service not specifically described herein to be performed, if mutually agreed to by the Owner and Widseth, will be considered an Additional Service. This will result in an increase in Widseth's professional services fee and an adjustment in the contract time.

Proposed Fees

- **Demolition Feasibility Study Design Services:** Widseth proposes to complete the Scope of Services described above on an Hourly Rate basis not to exceed \$5,000.00.
- **Demolition Design Documents:** Widseth proposes to complete the Scope of Services described above on an Hourly Rate basis not to exceed \$20,000.00.
- **Bidding and Construction Administration Services:** Widseth proposes to complete the Bidding and Construction Administration Scope of Services described above on an Hourly Rate basis per the attached Fee Schedule.

Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between Widseth and Polk County. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly.

This proposal will remain valid for 45 days after the submission date. If you have any questions or would like to discuss any items in more detail, please call me directly at 701.765.8005 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect and Engineers. Widseth is eager to contribute our expertise and we look forward to working with you on this exciting project.

Submitted:

Approved:

WIDSETH



Brent Dammann
Vice President

2/25/2026
(date)

Owner Name
Title

(date)

Attachments

- General Provisions of Professional Services Agreement
- Fee Schedule

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolling & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.



ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

WIDSETH

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.