

POLK COUNTY BOARD

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

FEBRUARY 17, 2026

9:30 A.M. MEETING OPEN/CONVENE

CALL TO ORDER

PLEDGE ALLEGIANCE TO FLAG

INTRODUCTION OF NEW COMMISSIONER – Ross Pape, District 5

REVIEWAL & APPROVAL OF THE AGENDA

CONSENT ITEMS

1. Approve the February 3, 2026, Board minutes.
2. Approve the Commissioner Warrants and sign the Audit List.
3. Approve payment to US Bank, St. Louis, MO, in the amount of \$66,363.57 for procurement card purchases.

COUNTY BOARD MEMBERS ISSUE FORUM

1. Committee Assignments

9:50 JAMES TADMAN – SHERIFF

1. Monthly Sheriff's Report
2. Approval of 2024 EMPG Grant Agreement
3. New K9 and K9 Handler

10:00 JACOB SNYDER – PLANNING & ZONING DIRECTOR

1. Review of Demolition Planning for Tax Forfeiture Properties
2. Joint Solid Waste Hauling Contract (2026-2028)
3. 2026 Polk County Haulers Licenses
 - i. Al's Disposal Inc. of Ada, MN
 - ii. Tipton Grease Services Inc. of Box Elder, SD

10:30 ANNETTE STORM – ABDO FINANCIAL SOLUTIONS, INC.

1. Q4 Report
2. Work Progress Update

11:00 RICHARD SANDERS – JOINT DITCH

1. JCD 60 – Redetermination of Benefits

11:15 RICHARD SANDERS – JOINT DITCH

1. JCD 64 – Redetermination of Benefits

11:30 RICHARD SANDERS – JOINT DITCH
1. JCD 71 – Redetermination of Benefits

11:45 RICHARD SANDERS – COUNTY ENGINEER
1. MN/ND Border Bridge MOU Agreements
 i. MOU with Grand Forks County, ND
 ii. MOU with Traill County, ND
2. Award Bids for Crackfilling and Equipment Rental
 i. Award Contract for CP 126-01-1468 for Crackfilling
 ii. Award Equipment Rental Bids

11:55 GREG WIDSETH – COUNTY ATTORNEY
1. Approval to Fill Vacancy – Assistant County Attorney

LUNCH BREAK

1:15 LEVI WEBSTER – MANAGEMENT INFORMATION SYSTEMS DIRECTOR
1. Renew Splunk Enterprise License Agreement

1:20 VICTORIA RAMIREZ – SOCIAL SERVICES MANAGER
1. 2026 Alluma Inc. County Contract Approval

1:25 SARAH REESE – PUBLIC HEALTH DIRECTOR
1. Out of state travel request Melissa Perreault
2. Out of state travel request Angel Korynta
3. Deterra Drug Deactivation – Opioid Settlement Funds
4. Polk County Opioid Settlement Fund – Approve Contract with Crookston Secondary High School
5. Polk County Opioid Settlement Fund – Approve Contract with KROX Radio
6. Polk County Opioid Settlement Fund – Approve Contract with Recovery Partners, Inc – HopeWorks Network
7. Polk County Opioid Settlement Fund – Approve Contract with Recovery Partners, Inc – Northwest MN Center for Hope
8. Vocal Fuel Consulting
9. IGRA and Mantoux Tests

1:50 STACY GROVER – FINANCE DIRECTOR
1. Approval of Assistant Finance Director and Hiring Process

2:00 PAUL KAHLBAUGH – MAYOR OF LENGBY
1. Follow Up Information on Columbia Township Monumentation Project

2:10 CHUCK WHITING – ADMINISTRATION
1. Out of State Travel Authorization – NACo Annual Conference, New Orleans, LA

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 3, 2026
BOARD MINUTES

Pursuant to motion of adjournment, the Polk County Board of Commissioners met in regular session at 8:00 o'clock a.m., February 3, 2026. Members present: Commissioner Paul Reese, Commissioner Warren Strandell, Commissioner Joan Lee, and Charles S. Whiting, County Administrator, Clerk of the Board. Others present: Annalee Jones, Deputy Clerk of the Board. Members absent: Commissioner Gary Willhite. District 5 seat vacant.

AGENDA

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the February 3, 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 3, 2026, consent items:

1. Approve the January 20, 2026, Board minutes.
2. Approve Auditor Warrants.
3. Approve payment of \$5,011.88 to Road Machinery & Supplies Co. for Serco Loader Maintenance at the Transfer Station.
4. Resolution 2026-09 Accepting Financial Donations on Behalf Polk County Coordinated Victim's Services.

RESOLUTION (2026-09)

ACCEPTING FINANCIAL DONATIONS ON BEHALF OF POLK COUNTY
COORDINATED VICTIM SERVICES

The following resolution (2026-09) was offered by Commissioner Strandell:

WHEREAS, Trinity Lutheran Church WLECA, located in Crookston, Minnesota, has made a financial donation of \$250.00 to support the services and programming of Polk County Coordinated Victim Services;

WHEREAS, American Federal Bank, located in Crookston, Minnesota, has made a financial donation of \$400.00 to support the services and programming of Polk County Coordinated Victim Services;

WHEREAS, Polk County Coordinated Victim Services, which is part of the Polk County Attorney's Office, wishes to have the County Board formally accept these financial donations on behalf of Polk County Coordinated Victim Services.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Polk County, Minnesota that Polk County hereby accepts financial donations of \$250 from Trinity Lutheran Church WELCA and \$400 from American Federal Bank on behalf

of Polk County Coordinated Victim Services to be used in support of the services and programming provided by Polk County Coordinated Victim Services.

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

COUNTY BOARD MEMBER ISSUE FORUM

1. Judicial Ditch #60 Committee – need to have three members on this committee, currently only two members. Commissioners Lee and Reese are currently on the committee. Judicial Ditch #60 meeting for redeterminations will be at the Polk County Board meeting on February 17th, 2026. A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to appoint Commissioner Willhite to the Judicial Ditch #60 Committee.
2. Commissioner Reese brought forth that he attended the following meetings:
 - a. West Central Regional Water District board meeting
3. Commissioner Strandell brought forth that he attended the following meetings:
 - a. West Central Regional Water District Board meeting.
 - b. Finance Committee for the Grand Forks-East Grand Forks Metropolitan Planning Organization meeting.
 - c. Special Election next Tuesday, February 10th 2026.
4. Commissioner Lee brought forth that she attended the following meetings:
 - a. Association of Minnesota Counties (AMC) Board of Directors meeting. She is no longer the Regional Delegate, but is now the HHS Committee Director.
 - b. Inner-County Community Council Board Yearly Board Training
 - c. Minnesota African American Family Preservation and Child Welfare Disproportionality Act Workforce meeting
 - d. AMC Longtime Service & Support Meeting
 - e. Alternative Productions meetings
 - f. Toward Zero Deaths meeting.
 - g. Polk, Norman, and Mahnomen Community Health Board meeting. Joan Lee was re-elected as Chair of the Board.
 - h. Minnesota African American Family Preservation and Child Welfare Disproportionality Act Board Meeting.

ENVIRONMENTAL SERVICES

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

- 1. Update on 2024 Grant Projects**
- 2. MPCA Co-collected Organics & Compost Grant Change Order #4**

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve Change Order #4 in the amount of \$28,065.62

- 3. Setting the 2026 Single Stream Recycling Tip Fee**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve 2026 tip fee for Single Stream Recyclables at \$150.00/ton for CY 2026.

HIGHWAY

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

1. Orders Initiating Redetermination of Benefits for CD 70 and Groups 2, 3, & 4.

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the orders for POLK COUNTY DITCHES 10,11,14,15,28,62,63,64,67,72,74,78,79,85,100,106,111,129,130,132,139,140,143,144,158, & Judicial Ditch 73 and allow the Chair and Director of Property Records to sign each order.

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the orders for POLK COUNTY DITCHES 1,2,7,24,25,26,27,30,31,32,33,34, Branch County Ditch 35, 36, 37, 38, 40, 41, 42, 50, 54, 56, 58, 66,99,125,126,134, & 147 and allow the Chair and Director of Property Records to sign each order.

A motion was made by Commissioner Reese seconded by Commissioner and Strandell adopted by unanimous vote of the Board to approve the orders for POLK COUNTY DITCHES 23,59,81,84,109,113,121,136, & Judicial Ditch 4 and allow the Chair and Director of Property Records to sign each order.

Polk County Ditch 70 was missed on the original list for group 1. A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the orders for POLK COUNTY DITCH 70 and allow the Chair and Director of Property Records to sign each order.

2. Certificate of Performance/Final Acceptance – Roundabout SP 060-070-020 (CSAH 21) SP 0611-30 (TH75)

a. A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for CP 060-070-020 etc. and allow the County Engineer to sign the Certificate of Performance and the County Engineer and County Administrator to sign the Final Voucher.

3. BUILD Grant Application Letter of Support – Red River of the North Bridge Replacement

A motion was made by Commissioner Strandell seconded by Commissioner Reese and approved by unanimous vote of the Board to approve sending in a letter of support for the proposed BUILD Grant Application and allow the Chair of the Board to sign the letter.

4. Approval to Fill Highway Department Vacancy – Maintenance II Position

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve filling a Highway Maintenance II vacancy and authorize HR to advertise for the positions.

5. 2026 Road Restrictions Map & Weight Resolutions

a. Resolution 2026-07 Designating CSAH 19 from TH 75 to East County Line a Ten Ton County Highway Route

RESOLUTION (2026-07)

Designating CSAH 19 from TH 75 to East County Line a Ten Ton County Highway Route

The following resolution (2025- 07) was offered by Commissioner Reese:

WHEREAS, The Board of County Commissioners of Polk County desire to designate an efficient transportation system of County Highways within Polk County.

NOW THEREFORE BE IT RESOLVED, By the Board of County Commissioners of Polk County that the following route be and hereby is designated a Ten Ton county Highway route: CSAH 19 from TH 75 to East County Line.

NOW THEREFORE BE IT RESOLVED,

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

b. Resolution 2026-08 Designating CSAH 8 from TH 2 to North County Line a Ten Ton County Highway Route

RESOLUTION (2026-08)

Designating CSAH 8 from TH 2 to North County Line a Ten Ton County Highway Route

The following resolution (2025- 08) was offered by Commissioner Reese:

WHEREAS, The Board of County Commissioners of Polk County desire to designate an efficient transportation system of County Highways within Polk County.

NOW THEREFORE BE IT RESOLVED, By the Board of County Commissioners of Polk County that the following route be and hereby is designated a Ten Ton county Highway route: CSAH 8 from TH 2 to North County Line.

NOW THEREFORE BE IT RESOLVED,

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

c. Approve 2026 Polk County Road Restriction Map

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the 2026 Polk County Road Restriction Map as presented.

FINANCE

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

1. County Ditches Levy Request for 2026

Discussion along with a handout pertaining to the Polk County Ditch Levy Request for 2026 was presented to the Board. A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the Ditch Levy requests for 2026 as presented. (Handout on file in the Administrator's Office)

2. Approval of 2026 Abdo Financial Services Work Agreement

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the 2026 Services Agreement with Abdo Financial Solutions.

FACILITIES

Richard Langlois, Facilities Director, came before the Board with matters pertaining to his department:

1. Disposition of Surplus County Materials

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve disposal of the unused items as listed.

ADMINISTRATION

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

1. Resolution (2026-06) for Conditional Use Permit for Ryan Grinde for hooking up a New Septic System to a New Accessory Structure

RESOLUTION (2026 - 06)

Conditional Use Permit for Ryan Grinde for hooking a new septic system to a new accessory structure

The following resolution was offered by Commissioner Strandell:

WHEREAS, Polk County Zoning Ordinance, Section 18.2225 E allows for an accessory structure to be hooked to a septic system in the Shore Land District; and

WHEREAS, Ryan Grinde owns land on a backlot located at: 19746 Hideaway Cove Dr SE, Erskine, MN 56535 and described as: Lot Seventeen (17), Block One (1), Hideaway Cove First Addition to Polk County, MN, parcel #45.00558.00;

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

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant owns a riparian and non-riparian lot on Union Lake. The total non-riparian lot (backlot) size is 150' x 482', approx. 68,820 square feet in size.
2. There is a dwelling on the front lot with a mound septic system that was constructed in 2015. There are currently no structures on the backlot parcel.
3. There is a wetland located on the backlot which the applicant had a wetland delineation done in the summer of 2025 to determine the exact boundary of this wetland complex.
4. The applicant is proposing to have a bathroom in this proposed shed and noted on the application that there will be no bedrooms, but rather a shop.
5. The septic system would be designed to handle the shop/shed and our office has not received the septic design for the septic system, but Planning & Zoning staff have evaluated that there is room on the site for a septic system to be installed and meet setbacks.
6. Existing impervious coverage with the planned shed would be at approximately 3% of the lot area. Stormwater rules state that 25% impervious or under is allowed on any parcel.
7. The shed is to have no habitable space as defined by the PCZO and is planned for storage use. This is addressed via condition placed on this request. The applicant will be required to complete and record a no guesthouse waiver before the building permit is issued.
8. No comments have been received on this request.
9. The proposed use is a conditional use expressly designated in the ordinance; and,
10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
11. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
12. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
13. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
14. That adequate measures have been or will be taken to prevent or control offensive odor,

fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

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

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
6. That the use of the property shall at all times be in compliance with all federal, State of Minnesota, and County of Polk rules and regulations.
7. No guest house uses – applicant shall have furnished evidence of having recorded the signed no-guest house waiver with the property deed before the building permit is issued.
8. The applicant shall provide a septic design from a licensed septic professional for the planned septic system prior to issuance of the zoning permit.
9. No future development shall be allowed on the lot that would exceed the 25% impervious surface requirement. (This shall include sidewalks, patios, pavers, etc.)
10. The conditional use permit shall become void one year after it was granted unless used.

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

AUDITOR WARRANTS

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

AUDITOR WARRANTS

AUDITOR WARRANTS 01/05/2026

<u>Vendor Name</u>	<u>Amount</u>
3 Payments less than 2000	45.00
Final Total:	45.00

AUDITOR WARRANTS 01/07/2026

<u>Vendor Name</u>	<u>Amount</u>
Brandner Printing & Office Supplies	2,325.98
Crookston Water Department	3,183.25
Johnson Controls Fire Protection LP	3,590.85
Mn State Treasury	7,394.00
Mn State Treasury	6,732.00
Norman County Public Health	26,410.19
Pemberton Law PLLP	4,703.50
Polk Co Historical Society	10,000.00
US Bank Voyager Fleet Sys	4,935.44
Xcel Energy	2,633.80
27 Payments less than 2000	12,092.92
Final Total:	84,001.93

AUDITOR WARRANTS 01/07/2026

<u>Vendor Name</u>	<u>Amount</u>
Clean Harbors Environmental Services Inc	8,015.05
L&M Road Services LLC	7,289.08
Lepier Oil Company Inc	2,888.58
Northdale Oil Inc	5,937.18
3 Payments less than 2000	242.57
Final Total:	24,372.46

AUDITOR WARRANTS 01/14/2026

<u>Vendor Name</u>	<u>Amount</u>
Abdo LLP	27,000.00
Alternative Sanitation	2,138.94
AMP Robotics Corporation	6,487.49
AT&T Mobility	2,939.30
Caterpillar Financial Services	38,200.00
Crookston Driftbusters	9,048.06
Dustrol, Inc.	233,761.69
ENTERPRISE FM TRUST	15,738.16
Lenes Sand & Gravel Inc	102,122.36
Liberty Business Systems Inc	6,606.84
M & K Porta Potties	8,167.00
Marshall County Coop	3,757.50
Middle-Snake-Tamarac Rivers Wtrshd Dist	5,518.00
Morris Electronics Inc	17,342.65
Morris Electronics Inc	7,193.55
One Stop Student Services	6,536.83
Red Lake Watershed District	5,850.50
Sand Hill River W S District	4,116.50
Sandhill Snowcruisers	23,116.14
Snow Wheel Systems Inc	7,580.00
Total Lawn Care & Landscaping	4,365.00
Widseth Smith Nolting & Assoc	3,369.60
Wilkens Inc/Lyle	52,778.75
28 Payments less than 2000	12,318.33
Final Total:	606,053.19

AUDITOR WARRANTS 01/21/2026

<u>Vendor Name</u>	<u>Amount</u>
Abdo LLP	30,909.75
Chiller Systems Inc	7,550.00
CloudSAFE Group LLC	7,000.00
D & T Ventures, LLC	3,828.84
ENTERPRISE FM TRUST	71,686.04
ESRI	42,200.00
Fosston Municipal Utilities	62,137.24
Garden Valley Technologies	2,514.18
Great Plains Natural Gas Co	19,947.96
Hoffman,Philipp, & Martell, PLLC	45,215.00
HP INC	6,936.00
Joseph Donald Construction	5,830.00
Kinetic Leasing	34,406.89
LSQ Funding Group LC	4,692.85
Ottertail Power Co	34,309.13
Red Lake Electric Co-Operative	2,054.72
28 Payments less than 2000	15,381.80
Final Total:	396,600.40

AUDITOR WARRANTS 01/21/2026

<u>Vendor Name</u>	<u>Amount</u>
Blue Cross Blue Shield of MN	870,066.61
Delta Dental of Minnesota	17,509.95
MN PEIP	25,666.51
VSP Insurance Co	2,356.89
3 Payments less than 2000	3,454.37
Final Total:	919,054.33

AUDITOR WARRANTS 01/23/2026

<u>Vendor Name</u>	<u>Amount</u>
Belgium Township Treasurer	2,830.15
Climax City Treasurer	6,444.69
Columbia Township Treasurer	3,426.55
County Emergency Medical Serv.	13,450.93
Crookston Area Ambulance Inc	6,285.16
Crookston City	147,590.38
Crookston Township Treasurer	2,797.24
East Grand Forks City	99,508.11
Erskine City Clerk-Treasurer	7,137.28
Euclid Township Treasurer	2,764.07
Fertile City	9,357.24
First Care Medical Services	7,472.71
Fisher City	5,103.29
Fosston City	14,051.43
Garden Township Treasurer	5,889.81
Garfield Township Treasurer	4,741.90
Godfrey Township Treasurer	6,501.98
Grove Park Tilden Township	3,269.01
Hammond Township Treasurer	2,128.39
Helgeland Township Treasurer	4,673.65
Hubbard Township Treasurer	3,492.79
Huntsville Township Treasurer	8,888.67
King Township Treasurer	2,127.18
Liberty Township Treasurer	4,002.16
Maple Lake Imprvmnt District	2,860.79
Mcintosh City	4,237.83
Mentor City	4,845.03
Middle-Snake-Tamarac Rivers Wtrshd Dist	15,221.06
NW Regional Development Comm	2,713.52
NWMN HRA	8,054.95
Queen Township Treasurer	3,334.63
Red Lake Watershed District	43,057.75
Reis Township Treasurer	3,259.29
Rhinehart Township Treasurer	3,673.64
Sand Hill River W S District	28,250.79
Sandsville Township Treasurer	2,833.33
School District 2176 Treas	16,385.10
School District 2311 Treas	3,400.91
School District 2609 Treas	36,391.01
School District 2906 Treas	2,473.18
School District 592 Treas	24,522.80
School District 593 Treas	77,389.86

School District 595 Treas	81,074.68
School District 599 Treas	45,639.66
School District 600 Treas	13,522.90
School District 601 Treas	36,753.66
Sletten Township Treasurer	3,479.20
Sullivan Township Treasurer	4,420.48
Union Lake Sarah Improvement Dist	2,833.51
Vineland Township Treasurer	3,510.81
Winger City Clerk Treasurer	3,338.84
Winger Township Treasurer	3,739.54
Woodside Township Treasurer	8,532.88
43 Payments less than 2000	40,055.99
Final Total:	903,742.39

AUDITOR WARRANTS 01/28/2026

<u>Vendor Name</u>	<u>Amount</u>
Altru Health System	2,240.63
BELTRAMI COUNTY SOLID WASTE	3,644.64
CITY OF CROOKSTON	4,787.70
Crookston Water Department	4,077.10
DTN LLC	77,792.40
East Grand Forks City	2,240.63
Gordon Construction of Mahnomen Inc	21,117.29
Kronos SaaShr Inc	6,756.50
Lake Agassiz Regional Library	83,557.50
Mcintosh City	2,016.00
MnCCC Lockbox	210,475.80
MnCCC Lockbox	8,800.00
Orton Motor, Inc	6,744.51
Ottertail Power Co	5,602.13
SET Environmental, Inc	13,483.56
Thomson Reuters - West	2,357.88
Traill County	53,805.67
Tri County Community Corr	1,720,663.00
West Polk Soil & Water	17,554.00
18 Payments less than 2000	7,621.76
Final Total:	2,255,338.70

MANUAL WARRANTS 01/02/2026

<u>Vendor Name</u>	<u>Amount</u>
2 Payments less than 2000	1,150.00
Final Total:	1,150.00

MANUAL WARRANTS 01/20/2026

<u>Vendor Name</u>	<u>Amount</u>
Minnesota Revenue	4,532.00
Mn Dept Of Rev Tax Division	101,741.03
4 Payments less than 2000	3,381.90
Final Total:	109,654.93

MANUAL WARRANTS 01/20/2026

<u>Vendor Name</u>	<u>Amount</u>
PERA	147,523.98
Final Total:	147,523.98

MANUAL WARRANTS 01/23/2026

<u>Vendor Name</u>	<u>Amount</u>
U.S. Bank Corporate Payment Systems	105,360.18
Final Total:	105,360.18

MANUAL WARRANTS 01/26/2026

<u>Vendor Name</u>	<u>Amount</u>
Mn Dept Of Rev Tax Division	42,626.82
Final Total:	42,626.82

MANUAL WARRANTS 01/26/2026

<u>Vendor Name</u>	<u>Amount</u>
U S Bank	623,698.75
U S Bank	286,375.00
Final Total:	910,073.75

MANUAL WARRANTS 01/29/2026

<u>Vendor Name</u>	<u>Amount</u>
U S Bank	1,842,590.00
U S Bank	144,750.00
Final Total:	1,987,340.00

MANUAL WARRANTS 01/30/2026

<u>Vendor Name</u>	<u>Amount</u>
Mn UI Fund	3,491.62
Final Total:	3,491.62

With no further business, the Board adjourned to reconvene at 9:30 o'clock a.m., February 17, 2026.

Joan Lee, Chair

ATTEST:

Charles S. Whiting, County Administrator
Clerk of the Board

Wendi
2/10/2026 10:38:47AM
Public Works Fund

*** Polk County ***

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	Fund	Amount	Name	
	1	39,711.19	General Revenue Fund	
	3	146,881.26	Public Works Fund	
	16	26,754.03	Public Safety Fund	
	18	21,189.90	Public Health Fund	
	19	38,902.17	OpIold Settlement	
	40	98,380.26	Spec Assmnts (Ditch) Fund	
	48	19,458.25	Environmntal Services Fund	
	64	91,213.00	Solid Waste	
	65	46,909.74	Landfill Fund	
	All Funds	529,399.80	Total	Approved by,
				
				

BOARD OF COMMISSIONERS

2/20/2026

PER DIEMS

	GENERAL REVENUE - COMMISSIONER (1-001)		
	<i>Total</i>		\$ -
<u>Joan Lee</u>	GENERAL REVENUE - COMMISSIONER (1-001)	\$ 825.00	
	<i>Total</i>		\$ 825.00
<u>Paul Reese</u>	GENERAL REVENUE - COMMISSIONER (1-001)	\$ -	
	<i>Total</i>		\$ -
<u>Warren Strandell</u>	GENERAL REVENUE - COMMISSIONER (1-001)	\$ 375.00	
	<i>Total</i>		\$ 375.00
<u>Gary Willhite</u>	GENERAL REVENUE - COMMISSIONER (1-001)	\$ 300.00	
	<i>Total</i>		\$ 300.00
GRAND TOTAL PER DIEMS			\$ 1,500.00

MEAL REIMBURSEMENTS

(w/o overnight lodging)

Brittney Osen	PCPH	\$ 15.69
Ashley Schmitz	PCPH	\$ 36.47
Ashley Schmitz	PCPH	\$ 42.47
Jacob Snyder	Env. Svs.	\$ 26.35
Alyssa Lang	SO	\$ 21.46
James Tadman	SO	\$ 40.89
GRAND TOTAL MEALS		\$ 183.33

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Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



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Print List in Order By: 4
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
7066	Accent Wire Holdings LLC						
	64-391-000-0000-6402		3,062.55	BALE WIRE	10097037	Supplies	N
7066	Accent Wire Holdings LLC		3,062.55	1 Transactions			
4307	Acme Tools - Grand Forks						
	03-330-000-0000-6565		223.25	SUPPLIES - FERTILE SHOP	15645653	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		23.46	SUPPLIES	15700582	Repair/Maintenance & Operations	N
4307	Acme Tools - Grand Forks		246.71	2 Transactions			
6208	Acuity Specialty Products Inc						
	64-390-000-0000-6859		19.91	SALES TAX	9012328295	Sales Tax	N
	64-390-000-9412-6402		269.93	CUSTODIAL SUPPLIES	9012328295	Custodial Supplies	N
6208	Acuity Specialty Products Inc		289.84	2 Transactions			
10334	Advanced Tire & Auto Service						
	16-200-000-0000-6272		349.42	TOWING ICR 26-21	26 11703	Professional Services	Y
	16-200-000-0000-6565		780.00	UNITS 298, 290, 300, 304, 299	46563 6253 6251 62	Repair/Maintenance & Operations	Y
10334	Advanced Tire & Auto Service		1,129.42	2 Transactions			
6153	Airgas USA, LLC						
	03-330-000-0000-6565	AP	35.65	TANK RENTAL	5521501337	Repair/Maintenance & Operations	N
6153	Airgas USA, LLC		35.65	1 Transactions			
1432	Alluma Inc.						
	19-485-000-0000-6851		3,666.08	OPIOID SETTLEMENT FUNDS	2715	Remittance Of Revenue	Y
				01/01/2026 01/31/2026			
1432	Alluma Inc		3,666.08	1 Transactions			
3324	Altru Health System						
	18-481-000-0000-6272		200.00	MED DIR DUNCAN 01/26'-51	50365578	Professional Services	Y
				01/01/2026 01/31/2026			
3324	Altru Health System		200.00	1 Transactions			
1132	Anderson Crane Company						
	64-390-000-0000-6565		3,734.80	EQUIPMENT PARTS	24435	Repair/Maintenance & Operations	N
1132	Anderson Crane Company		3,734.80	1 Transactions			

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
752	Apco International Membership						
	16-222-000-0000-6243		82.00	APCO INTL DUES NS DISPATCH SUP	302167	Membership Dues/Registration Fees	N
752	Apco International Membership		82.00	1 Transactions			
6718	Association of Mn Counties						
	48-395-000-0000-6243		300.00	2026 MEMBERSHIP J STEINER 386	COMPANY 60	Membership Dues/Registration Fees	N
	48-395-000-0000-6243		250.00	2026 MEMBERSHIP J SNYDER 7893	COMPANY 60	Membership Dues/Registration Fees	N
6718	Association of Mn Counties		550.00	2 Transactions			
2765	Auto Value - Crookston						
	03-330-000-0000-6565		92.80	SUPPLIES	76262926	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		271.88	PARTS	76263277	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		201.48	SUPPLIES	76263355	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		46.18	INVENTORY	76263493	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		590.85	INVENTORY	76263494	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		277.08	INVENTORY	76263529	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		105.20	INVENTORY	76263766	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		824.16	INVENTORY	76263845	Repair/Maintenance & Operations	N
	03 330 000 0000 6565		73.87	SUPPLIES	76264021	Repair/Maintenance & Operations	N
2765	Auto Value - Crookston		2,483.50	9 Transactions			
4590	Auto Value Fosston						
	03-330-000-0000-6565		22.74	SUPPLIES	130186900	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		109.95	GENIE LIFT PARTS	130186486	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		80.98	WATER PUMP PARTS	130186563	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		302.98	PARTS FOR FORKLIFT & 2080	130186638	Repair/Maintenance & Operations	N
	64-390-000-0000-6561		50.45	DIESEL EXHAUST FLUID	130186972	Fuels	N
	64-390-000-0000-6565		225.80	DIESEL EXHAUST FLUID DEF	130186994	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		14.29	DIESEL ANTI-CE	130186998	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		31.16	GENERATOR FUEL FILTER	130187012	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		65.10	FUEL FILTERS	130187040	Repair/Maintenance & Operations	N
	64-391-000-0000-6565		35.18	HYSTER FORKLIFT PARTS	130186639	Repair/Maintenance & Operations	N
	64-391-000-0000-6565		682.26	SENNEBOGEN PARTS	130186658	Repair/Maintenance & Operations	N
4590	Auto Value Fosston		1,626.89	11 Transactions			
7123	AVT Alexandria						
	16-200-000-0000-6272		292.50	TOWING UNIT 295	P-27360	Professional Services	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
7123	AVT Alexandria		292.50 1 Transactions			
9875	Balco Uniform Co Inc					
	16-200-000-0000-6452		20.76 NAME TAG HOLDERS FOR VESTS	86714	Annual Uniform Allowance	N
9875	Balco Uniform Co Inc		20.76 1 Transactions			
721	Beltrami Industrial Services					
	64-390-392-7110-6565		23,748.85 UNIT NO 1 REPAIRS	32602	Repair/Maintenance & Operations	N
721	Beltrami Industrial Services		23,748.85 1 Transactions			
7940	Bert's Truck Equip Of Moorhead					
	03-330-000-0000-6565		1,641.27 PARTS	105187	Repair/Maintenance & Operations	N
7940	Bert's Truck Equip Of Moorhead		1,641.27 1 Transactions			
11587	Bert's Truck Equipment					
	01-111-000-0000-6565		632.95 FLOOR LINERS/LITERIDER	J010076	Repair/Maintenance & Operations	N
11587	Bert's Truck Equipment		632.95 1 Transactions			
5012	Best Used Trucks Of Mn					
	03-330-000-0000-6565		497.33 INVENTORY	CI032841	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		134.63 INVENTORY	CI032862	Repair/Maintenance & Operations	N
5012	Best Used Trucks Of Mn		631.96 2 Transactions			
3071	Bill's Parts & Sales					
	03-330-000-0000-6565		500.00 PARTS	19496	Repair/Maintenance & Operations	N
3071	Bill's Parts & Sales		500.00 1 Transactions			
5851	Billie/Holly					
	18-481-000-0000-6331		2.90 ADM MILEAGE-91		Mileage	N
			01/01/2026 01/31/2026			
5851	Billie/Holly		2.90 1 Transactions			
11171	Brandner Printing & Office Supplies					
	01-046-000-0000-6402		36.95 NOTARY STAMP	8227	Supplies	N
11171	Brandner Printing & Office Supplies		36.95 1 Transactions			
11800	Brault Construction LLC					

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	03-310-000-0000-6505		SNOW REMOVAL	3935	Highway Costs	N
11800	Brault Construction LLC		1 Transactions			
11068	Brost Chevrolet					
	16-200-000-0000-6565		UNITS 311, 302, 300, 277, 288	69649 69674 69670	Repair/Maintenance & Operations	N
	16-200-000-0000-6565	AP	UNITS 306, 303, 290, 312	69649 69674 69670	Repair/Maintenance & Operations	N
11068	Brost Chevrolet		2 Transactions			
143	Brost Chevrolet Inc					
	03-330-000-0000-6565		PARTS	119719	Repair/Maintenance & Operations	N
143	Brost Chevrolet Inc		1 Transactions			
131	Burggrafs Ace Hardware					
	64-390-000-0000-6402		OPERATIONAL SUPPLIES	1/25/26	Supplies	N
	64-390-000-0000-6565		EQUIPMENT REPAIRS	1/25/26	Repair/Maintenance & Operations	N
	64-390-000-0000-6566		TOOLS	1/25/26	Small Tools	N
	64-390-000-0000-6859		SALES TAX	1/25/26	Sales Tax	N
	64-390-000-9414-6402		OPERATIONS/MAINT SUPPLIES	1/25/26	Maintenance Supplies	N
	64-391-000-0000-6565		EQUIPMENT REPAIRS	1/25/26	Repair/Maintenance & Operations	N
	64-391-000-0000-6566		EQUIPMENT TOOLS	1/25/26	Small Tools	N
	64-391-000-0000-6859		SALES TAX	1/25/26	Sales Tax	N
	64-391-000-9412-6402		CLEANING SUPPLIES	1/25/26	Custodial Supplies	N
131	Burggrafs Ace Hardware		9 Transactions			
11213	Burggrafs Ace Hardware					
	16-200-000-0000-6602		MCINTOSH BUILD - TOGGLE BOLTS	480378	Ground Improvements (Capital)	N
11213	Burggrafs Ace Hardware		1 Transactions			
3968	Car Co Sales & Service					
	16-200-000-0000-6565		UNIT 305, 316	63021 63102	Repair/Maintenance & Operations	N
3968	Car Co Sales & Service		1 Transactions			
12038	Care & Share					
	19-405-000-0000-0051		OPIOID SETTLEMENT FUNDS		Remittance Of Revenue	Y
			01/01/2026 01/31/2026			
12038	Care & Share		1 Transactions			

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Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
6981	Carlson Inc/Re							
	64-390-000-0000-6565			3,135.08	WATER PUMP PARTS	67088	Repair/Maintenance & Operations	N
6981	Carlson Inc/Re			3,135.08	1 Transactions			
9511	Chamberlain Oil Co Inc							
	65-392-000-0000-6859			85.09	SALES TAX	535688	Sales Tax	N
	65-392-000-9414-6402			1,126.85	EQUIPMENT OIL	535688	Maintenance Supplies	N
	65-393-000-0000-6402			233.51	DEF SUPPLIES	535671	Supplies	N
9511	Chamberlain Oil Co Inc			1,445.45	3 Transactions			
5181	Christian Brothers Ford Inc							
	10-200-000-0000-0505			191.14	UNITS 325, 315	66844 66970	Repair/Maintenance & Operations	N
5181	Christian Brothers Ford Inc			191.14	1 Transactions			
3627	Christian Motors Inc							
	03-330-000-0000-6565			27.98	SUPPLIES	131808	Repair/Maintenance & Operations	N
	03-330-000-0000-6565			379.98	PARTS	132024	Repair/Maintenance & Operations	N
	03-330-000-0000-6565			1,145.60	TIRES	47227	Repair/Maintenance & Operations	N
	10-200-000-0000-0505			29.57	UNIT 323	46575 47068	Repair/Maintenance & Operations	N
	16-200-000-0000-6565	AP		103.77	UNIT 298	46575 47068	Repair/Maintenance & Operations	N
3627	Christian Motors Inc			1,686.90	5 Transactions			
8960	Church & Dwight Co Inc							
	64-390-000-0000-6416			13,324.51	SODIUM BARB	917178309	Boiler Chemicals/Salt	N
8960	Church & Dwight Co Inc			13,324.51	1 Transactions			
9699	Clark/Wolfe R							
	48-123-000-0000-6331			33.35	JAN MILEAGE	CLARK JAN 26	Mileage	N
9699	Clark/Wolfe R			33.35	1 Transactions			
9685	CM2 Supply							
	64-390-000-0000-6859			13.99	SALES TAX	1115862	Sales Tax	N
	64-390-000-9414-6402			189.75	MAINTENANCE SUPPLIES	1115862	Maintenance Supplies	N
	04-390-000-0000-0859			24.43	SALES TAX	1130510	Sales Tax	N
	64-390-000-9414-6402			331.25	WELDING SUPPLIES	1130510	Maintenance Supplies	N
	64-390-000-9414-6402			2.58	WELDING SUPPLIES	1135604	Maintenance Supplies	N
	64-390-000-0000-6859			5.99	SALES TAX	448652	Sales Tax	N

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	64-390-000-9414-6402		81.18	WELDING SUPPLIES	448652	Maintenance Supplies	N
	64-391-000-0000-6859		24.43	SALES TAX	1130510	Sales Tax	N
	64-391-000-9414-6402		331.24	WELDING SUPPLIES	1130510	Maintenance Supplies	N
9685	CM2 Supply		1,004.84	9 Transactions			
4878	Code 4 Services Inc						
	16-200-000-0000-6608	AP	5,812.45	UNIT 316, BWC CLIPS	11183 11111 11351	Vehicles Purchased/Capital Outlay	N
	16-200-000-0000-6608		859.50	UNIT 317 UNIT 276 TEAR DOWN	11183 11111 11351	Vehicles Purchased/Capital Outlay	N
4878	Code 4 Services Inc		6,671.95	2 Transactions			
5858	Compass Minerals America						
	03-310-000-0000-6505	AP	12,333.83	ROAD SALI	1594768	Highway Costs	N
5858	Compass Minerals America		12,333.83	1 Transactions			
6213	Country Pet Foods, LLC						
	64-390-000-0000-6416		3,628.80	SALT FOR BOILERS	71815	Boiler Chemicals/Salt	N
6213	Country Pet Foods, LLC		3,628.80	1 Transactions			
9749	Crookston Fuel Company						
	65-392-000-0000-6561		2,833.83	FUEL	44177	Fuels	N
	65-392-000-0000-6561		1,724.94	FUEL	44218	Fuels	N
	65-393-000-0000-6561		2,833.83	FUEL	44177	Fuels	N
	65-393-000-0000-6561		1,724.94	FUEL	44218	Fuels	N
9749	Crookston Fuel Company		9,117.54	4 Transactions			
2216	Dakota Wholesale Tire						
	16-200-000-0000-6565	AP	781.92	UNIT 306	813918	Repair/Maintenance & Operations	N
2216	Dakota Wholesale Tire		781.92	1 Transactions			
9385	Destination Transport						
	64-391-000-0000-6371		1,095.00	HAULING SCRAP TO AMG	9400002	Hauling Charges	N
9385	Destination Transport		1,095.00	1 Transactions			
7043	Dingeldein/Amanda						
	18-484-491-0000-6331		37.70	PEER BF MILEAGE-108		Mileage	N
				01/01/2026 01/31/2026			

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
7043	Dingeldeln/Amanda		37.70	1 Transactions		
1722	Docu Shred Inc					
	01-111-000-0000-6254		55.00	DOCUMENT SHREDDING	114075	Other Utilities and Fees N
	01-111-000-0000-6254		52.00	DOCUMENT SHREDDING	114425	Other Utilities and Fees N
	01-111-000-0000-6254		175.00	DOCUMENT SHREDDING	114441	Other Utilities and Fees N
	01-111-000-0000-6254		55.00	DOCUMENT SHREDDING	114442	Other Utilities and Fees N
	01-111-000-0000-6254		75.00	DOCUMENT SHREDDING	114514	Other Utilities and Fees N
	01-111-000-0000-6254		35.00	DOCUMENT SHREDDING	114696	Other Utilities and Fees N
1722	Docu Shred Inc		447.00	6 Transactions		
9361	Ellis/Logan					
	03-310-000-0000-6402		100.21	TOOL ALLOWANCE		Supplies N
9361	Ellis/Logan		100.21	1 Transactions		
14164	Erskine Echo					
	01-043-000-0000-6241		93.60	PROPERTY TAX HOMESTEAD NOTICE	3528	Publishing - Advertising Y
	01-061-000-0000-6241	AP	62.40	SOCIAL SVS EMPLOYMENT ADS	3526	Publishing - Advertising Y
14164	Erskine Echo		156.00	2 Transactions		
6913	F-M Forklift Sales & Service Inc					
	64-391-000-0000-6565		268.20	FORKLIFT PARTS	10341563	Repair/Maintenance & Operations N
	64-391-000-0000-6565		102.97	FORKLIFT PARTS	10341706	Repair/Maintenance & Operations N
6913	F-M Forklift Sales & Service Inc		371.17	2 Transactions		
5857	Fargo Freightliner					
	03-330-000-0000-6565	AP	28.20	PARTS	X102058637:01	Repair/Maintenance & Operations N
5857	Fargo Freightliner		28.20	1 Transactions		
902	Farrell/Wade					
	65-392-000-0000-6360		230.58	BOOT ALLOWANCE	FEB 2026	Miscellaneous Charges N
902	Farrell/Wade		230.58	1 Transactions		
2302	Ferguson Enterprise Inc 3093					
	64-390-000-0000-6565		5.85	PARTS	2317569	Repair/Maintenance & Operations N
	64-390-000-9414-6402		104.74	MAINTENANCE SUPPLIES	2317569-1	Maintenance Supplies N

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
2302	Ferguson Enterprise Inc 3093		110.59	2 Transactions			
6504	Fertile Journal						
	01-061-000-0000-6241		327.00	EMPLOYMENT ADS JAN 2026	1490	Publishing - Advertising	N
	16-200-000-0000-6241		40.00	YEARLY SUBSCRIPTION	JAN 26	Publishing - Advertising	N
6504	Fertile Journal		367.00	2 Transactions			
3510	Fertile Oil Company						
	03-330-000-0000-6565		130.41	DEF - FERTILE SHOP	257451	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		463.05	DEF - FOSSTON SHOP	257452	Repair/Maintenance & Operations	N
3510	Fertile Oil Company		593.46	2 Transactions			
6580	Fertile Repair						
	03-330-000-0000-6565		46.73	PARTS	33559	Repair/Maintenance & Operations	Y
	03-330-000-0000-6565		49.88	PARTS	33560	Repair/Maintenance & Operations	Y
6580	Fertile Repair		96.61	2 Transactions			
589	Fleet Supply						
	01-111-187-0000-6565		72.90	SOFTENER SALT	172413	Repair/Maintenance & Operations	N
	01-111-190-0000-6565		72.90	SOFTENER SALT	172414	Repair/Maintenance & Operations	N
	01-111-193-0000-6565		72.90	SOFTENER SALT	172415	Repair/Maintenance & Operations	N
	01-111-000-0000-6565		240.57	SOFTENER SALT	172417	Repair/Maintenance & Operations	N
	01-111-000-9412-6402		10.99	LEC BROOM HANDLE	172710	Custodial Supplies	N
	03-330-000-0000-6565		53.91	SUPPLIES	A#3952	Repair/Maintenance & Operations	N
	65-392-000-0000-6402		110.29	OPERATIONAL SUPPLIES	172374	Supplies	N
	65-392-000-0000-6859		8.13	SALES TAX	172374	Sales Tax	N
589	Fleet Supply		642.59	8 Transactions			
2659	Flores/Jason						
	18-481-447-5110-6331		37.70	PHEP MILEAGE-71		Mileage	N
				01/01/2026 01/31/2026			
2659	Flores/Jason		37.70	1 Transactions			
3739	Fosston Auto						
	03-330-000-0000-6565		12.99	SUPPLIES	581205	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		3.99	SUPPLIES	581206	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		14.49	SUPPLIES	582274	Repair/Maintenance & Operations	N

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No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
	64-390-000-0000-6566			12.74	TOOLS	580403	Small Tools	N
	64-390-000-0000-6565			46.25	FUEL FILTER	582244	Repair/Maintenance & Operations	N
3739	Fosston Auto			90.46	5 Transactions			
9430	Galls LLC							
	16-200-000-0000-6454	AP		998.99	HOLSTERS	33537216	Law Enforcement Supplies	N
9430	Galls LLC			998.99	1 Transactions			
234	GF-Bergstrom Electric Inc							
	01-111-197-0000-6565			653.46	BASEBOARD HTR ELEVATOR PIT	26245	Repair/Maintenance & Operations	N
234	GF-Bergstrom Electric Inc			653.46	1 Transactions			
2865	Girdler/Kathy							
	18-483-466-0000-6331			28.28	MESCH MILEAGE-127		Mileage	N
					01/01/2026 01/31/2026			
	18-483-466-0000-6331			2.90	STAFF ADM MILEAGE-91		Mileage	N
					01/01/2026 01/31/2026			
2865	Girdler/Kathy			31.18	2 Transactions			
5721	Goering/Lindsey							
	01-091-000-0000-6202	AP		212.95	AT&T OFFICE BILL ISSUED DEC.		Telephone & Data	N
5721	Goering/Lindsey			212.95	1 Transactions			
4627	Gopher State One Call							
	03-300-000-0000-6272			52.70	SERVICES	6011382	Professional Services	N
4627	Gopher State One Call			52.70	1 Transactions			
2032	Grainger							
	64-390-000-0000-6565			339.46	RO PARTS	9762038256	Repair/Maintenance & Operations	N
	64-390-000-9412-6402			134.40	FLOOR SQUIFFGFFS	9768649338	Custodial Supplies	N
	64-390-000-0000-6565			179.02	FAUCET	9770882588	Repair/Maintenance & Operations	N
	64-390-000-0000-6402			566.01	FIRE EXTINGUISHERS	9776003080	Supplies	N
	64-390-000-0000-6402			97.60	SAFETY FIRE HOSES	9776428378	Supplies	N
	04-390-000-0000-0500			207.26	MACHINE VISE	9779625079	Small Tools	N
	64-390-000-0000-6565			214.95	BOILER GASKETS	977982431	Repair/Maintenance & Operations	N
	64-391-000-0000-6565			180.96	SHAFT CLAMP	9765135026	Repair/Maintenance & Operations	N
	64-391-000-0000-6419			664.92	FORKLIFT FORKS	9770882570	Equipment & Machinery (not Capital)	N

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
2032	Grainger		2,584.58	9 Transactions			
6786	Grainger						
	01-111-197-0000-6565	AP	60.89	DRAIN CLEANING SET	9754766260	Repair/Maintenance & Operations	N
	01-111-187-0000-6565		201.31	ELECT BALL VALVE ACTUATOR	9770997352	Repair/Maintenance & Operations	N
	01-111-190-0000-6565		201.31	ELECT BALL VALVE ACTUATOR	9770997360	Repair/Maintenance & Operations	N
	01-111-193-0000-6565		50.74	BULB AUGER - JUVENILE CTR	9785794216	Repair/Maintenance & Operations	N
	01-111-190-0000-6565		109.13	OUTDOOR STATIC PRESSURE SENSOR	9791946727	Repair/Maintenance & Operations	N
6786	Grainger		623.38	5 Transactions			
7060	Grossbauer/Lily						
	18-482-475-0000-0331		27.70	SHIP MILEAGE-74		Mileage	N
				01/01/2026 01/31/2026			
7060	Grossbauer/Lily		27.70	1 Transactions			
7033	H2Over Viewers LLC						
	40-601-000-0000-6272		3,673.56	VIEWERS FEES CD1	2187	Professional Services	N
	40-802-000-0000-6272		4,363.26	VIEWERS FEES CD2	2187	Professional Services	N
	40-607-000-0000-6272		304.92	VIEWERS FEES CD7	2187	Professional Services	N
	40-610-000-0000-6272		228.69	VIEWERS FEES CD10	2186	Professional Services	N
	40-611-000-0000-6272		3,187.14	VIEWERS FEES CD11	2186	Professional Services	N
	40-614-000-0000-6272		2,355.87	VIEWERS FEES CD14	2186	Professional Services	N
	40-615-000-0000-6272		1,967.46	VIEWERS FEES CD15	2186	Professional Services	N
	40-616-000-0000-6272		1,038.18	VIEWERS FEES CD#16	2185	Professional Services	N
	40-619-000-0000-6272		1,343.10	VIEWERS FEES CD#19	2185	Professional Services	N
	40-620-000-0000-6272		816.75	VIEWERS FEES CD#20	2185	Professional Services	N
	40-623-000-0000-6272		1,016.40	VIEWERS FEES CD#23	2188	Professional Services	N
	40-624-000-0000-6272		573.54	VIEWERS FEES CD24	2187	Professional Services	N
	40-625-000-0000-6272		961.95	VIEWERS FEES CD25	2187	Professional Services	N
	40-626-000-0000-6272		406.56	VIEWERS FEES CD26	2187	Professional Services	N
	40-627-000-0000-6272		588.06	VIEWERS FEES CD27	2187	Professional Services	N
	40-628-000-0000-6272		294.03	VIEWERS FEES CD28	2186	Professional Services	N
	40-629-000-0000-6272		969.21	VIEWERS FEES CD31	2187	Professional Services	N
	40-630-000-0000-6272		776.82	VIEWERS FEES CD30	2187	Professional Services	N
	40-632-000-0000-6272		969.21	VIEWERS FEES CD32	2187	Professional Services	N
	40-633-000-0000-6272		431.97	VIEWERS FEES CD33	2187	Professional Services	N
	40-634-000-0000-6272		733.26	VIEWERS FEES CD34	2187	Professional Services	N
	40-635-000-0000-6272		588.06	VIEWERS FEES BRCD35	2187	Professional Services	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
40-635-000-0000-6272			VIEWERS FEES CD35	2187	Professional Services	N
40-636-000-0000-6272			VIEWERS FEES CD36	2187	Professional Services	N
40-637-000-0000-6272			VIEWERS FEES CD37	2187	Professional Services	N
40-638-000-0000-6272			VIEWERS FEES CD38	2187	Professional Services	N
40-640-000-0000-6272			VIEWERS FEES CD40	2187	Professional Services	N
40-641-000-0000-6272			VIEWERS FEES CD41	2187	Professional Services	N
40-642-000-0000-6272			VIEWERS FEES CD42	2187	Professional Services	N
40-645-000-0000-6272			VIEWERS FEES CD#45	2185	Professional Services	N
40-646-000-0000-6272			VIEWERS FEES CD#46	2185	Professional Services	N
40-648-000-0000-6272			VIEWERS FEES CD#48	2185	Professional Services	N
40-649-000-0000-6272			VIEWERS FEES CD#49	2185	Professional Services	N
40-650-000-0000-6272			VIEWERS FEES CD50	2187	Professional Services	N
40-651-000-0000-6272			VIEWERS FEES CD#51	2185	Professional Services	N
40-652-000-0000-6272			VIEWERS FEES CD#52	2185	Professional Services	N
40-654-000-0000-6272			VIEWERS FEES CD54	2187	Professional Services	N
40-655-000-0000-6272			VIEWERS FEES CD#55	2185	Professional Services	N
40-656-000-0000-6272			VIEWERS FEES CD56	2187	Professional Services	N
40-657-000-0000-6272			VIEWERS FEES CD#57	2185	Professional Services	N
40-658-000-0000-6272			VIEWERS FEES CD58	2187	Professional Services	N
40-659-000-0000-6272			VIEWERS FEES CD#59	2188	Professional Services	N
40-662-000-0000-6272			VIEWERS FEES CD62	2186	Professional Services	N
40-663-000-0000-6272			VIEWERS FEES CD63	2186	Professional Services	N
40-664-000-0000-6272			VIEWERS FEES CD64	2186	Professional Services	N
40-665-000-0000-6272			VIEWERS FEES CD#65	2185	Professional Services	N
40-666-000-0000-6272			VIEWERS FEES CD66	2187	Professional Services	N
40-667-000-0000-6272			VIEWERS FEES CD67	2186	Professional Services	N
40-669-000-0000-6272			VIEWERS FEES CD#69	2185	Professional Services	N
40-672-000-0000-6272			VIEWERS FEES CD72	2186	Professional Services	N
40-673-000-0000-6272			VIEWERS FEES CD#73	2185	Professional Services	N
40-674-000-0000-6272			VIEWERS FEES CD74	2186	Professional Services	N
40-678-000-0000-6272			VIEWERS FEES CD78	2186	Professional Services	N
40-679-000-0000-6272			VIEWERS FEES CD79	2186	Professional Services	N
40-681-000-0000-6272			VIEWERS FEES CD#81	2188	Professional Services	N
40-683-000-0000-6272			VIEWERS FEES CD#83	2185	Professional Services	N
40-684-000-0000-6272			VIEWERS FEES CD#84	2188	Professional Services	N
40-685-000-0000-6272			VIEWERS FEES CD85	2186	Professional Services	N
40-686-000-0000-6272			VIEWERS FEES CD#86	2185	Professional Services	N
40-690-000-0000-6272			VIEWERS FEES CD#90	2185	Professional Services	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bnf #	On Behalf of Name	
40-692-000-0000-6272			VIEWERS FEES CD#92	2185	Professional Services	N
40-693-000-0000-6272			VIEWERS FEES CD#93	2185	Professional Services	N
40-694-000-0000-6272			VIEWERS FEES CD#94	2185	Professional Services	N
40-695-000-0000-6272			VIEWERS FEES CD#95	2185	Professional Services	N
40-696-000-0000-6272			VIEWERS FEES CD#96	2185	Professional Services	N
40-699-000-0000-6272			VIEWERS FEES CD#99	2187	Professional Services	N
40-700-000-0000-6272			VIEWERS FEES CD100	2186	Professional Services	N
40-703-000-0000-6272			VIEWERS FEES CD#103	2185	Professional Services	N
40-706-000-0000-6272			VIEWERS FEES CD106	2186	Professional Services	N
40-707-000-0000-6272			VIEWERS FEES CD#107	2185	Professional Services	N
40-709-000-0000-6272		1,080.00	VIEWERS FEES CD#109	2188	Professional Services	N
40-710-000-0000-6272		315.81	VIEWERS FEES CD#110	2185	Professional Services	N
40-711-000-0000-6272		1,510.08	VIEWERS FEES CD111	2186	Professional Services	N
40-712-000-0000-6272		243.21	VIEWERS FEES CD#112	2185	Professional Services	N
40-713-000-0000-6272		152.46	VIEWERS FEES CD#113	2188	Professional Services	N
40-715-000-0000-6272		141.57	VIEWERS FEES CD#115	2185	Professional Services	N
40-716-000-0000-6272		199.65	VIEWERS FEES CD#116	2185	Professional Services	N
40-717-000-0000-6272		424.71	VIEWERS FEES CD#117	2185	Professional Services	N
40-718-000-0000-6272		384.78	VIEWERS FEES CD#118	2185	Professional Services	N
40-720-000-0000-6272		297.66	VIEWERS FEES CD#120	2185	Professional Services	N
40-721-000-0000-6272		250.47	VIEWERS FEES CD#121	2188	Professional Services	N
40-722-000-0000-6272		642.51	VIEWERS FEES CD#122	2185	Professional Services	N
40-723-000-0000-6272		246.84	VIEWERS FEES CD#123	2185	Professional Services	N
40-724-000-0000-6272		123.42	VIEWERS FEES CD#124	2105	Professional Services	N
40-725-000-0000-6272		141.57	VIEWERS FEES CD125	2187	Professional Services	N
40-726-000-0000-6272		2,599.08	VIEWERS FEES CD126	2187	Professional Services	N
40-729-000-0000-6272		283.14	VIEWERS FEES CD129	2106	Professional Services	N
40-730-000-0000-6272		453.75	VIEWERS FEES CD130	2186	Professional Services	N
40-731-000-0000-6272		370.26	VIEWERS FEES CD#131	2185	Professional Services	N
40-732-000-0000-6272		228.69	VIEWERS FEES CD132	2186	Professional Services	N
40-734-000-0000-6272		181.50	VIEWERS FEES CD134	2187	Professional Services	N
40-735-000-0000-6272		283.14	VIEWERS FEES CD#135	2185	Professional Services	N
40-736-000-0000-6272		319.44	VIEWERS FEES CD#136	2188	Professional Services	N
40-739-000-0000-6272		159.72	VIEWERS FEES CD139	2186	Professional Services	N
40-740-000-0000-6272		3,038.31	VIEWERS FEES CD140	2186	Professional Services	N
40-743-000-0000-6272		431.97	VIEWERS FEES CD143	2186	Professional Services	N
40-744-000-0000-6272		932.91	VIEWERS FEES CD144	2186	Professional Services	N
40-746-000-0000-6272		47.19	VIEWERS FEES CD#146	2185	Professional Services	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	40-747-000-0000-6272		591.69 VIEWERS FEES CD147	2187	Professional Services	N
	40-755-000-0000-6272		65.34 VIEWERS FEES CD#155	2185	Professional Services	N
	40-756-000-0000-6272		61.71 VIEWERS FEES CD#156	2185	Professional Services	N
	40-758-000-0000-6272		1,183.38 VIEWERS FEES CD158	2186	Professional Services	N
	40-761-000-0000-6272		591.69 VIEWERS FEES CD#161	2185	Professional Services	N
	40-763-000-0000-6272		199.65 VIEWERS FEES CD#163	2185	Professional Services	N
	40-767-000-0000-6272		177.87 VIEWERS FEES CD#167	2185	Professional Services	N
	40-774-000-0000-6272		337.59 VIEWERS FEES JUD#4	2180	Professional Services	N
	40-789-000-0000-6272		1,252.35 VIEWERS FEES JD#57	2185	Professional Services	N
	40-791-000-0000-6272		537.24 VIEWERS FEES JUD68	2187	Professional Services	N
	40-793-000-0000-6272		2,838.66 VIEWERS FEES JUD73	2186	Professional Services	N
	40-798-000-0000-6272		3,176.25 VIEWERS FEES JD60	2187	Professional Services	N
	40-823-000-0000-6272		2,737.02 VIEWERS FEES CD#176	2185	Professional Services	N
	40-826-000-0000-6272		243.21 VIEWERS FEES JD#1	2188	Professional Services	N
7033	H2Over Viewers LLC		98,380.26 112 Transactions			
5498	Handyman's Inc					
	64-391-000-0000-6402		489.80 TROMMEL/CONVEYOR TOOLS	521183	Supplies	N
5498	Handyman's Inc		489.80 1 Transactions			
4728	Headwaters Regional					
	16-222-000-0000-6243		3,500.00 HEADWATERS MEMBERSHIP DUES 26	26-3510-MEM	Membership Dues/Registration Fees	N
4728	Headwaters Regional		3,500.00 1 Transactions			
6454	Hennen Equipment Inc					
	64-391-000-0000-6565		923.66 TROMMEL PARTS	22123	Repair/Maintenance & Operations	N
6454	Hennen Equipment Inc		923.66 1 Transactions			
6804	Hensch/Dylan					
	48-123-000-0000-6331		346.55 MILEAGE - MOWA CONV	HENSCH MOWA	Mileage	N
	48-123-000-0000-6335		116.49 MEALS - MOWA CONV	HENSCH MOWA	Travel Expenses	N
6804	Hensch/Dylan		463.04 2 Transactions			
9440	Herberg/Leah					
	18-484-491-0000-6272		15.95 MILEAGE JAN-108		Professional Services	Y
			01/01/2026 01/31/2026			
	18-484-491-0000-6272		45.00 CELL PHONE STIPEND JAN-108		Professional Services	Y
			01/01/2026 01/31/2026			

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Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	18-484-491-0000-6272			351.00	PEER GRP SERVICES JAN-108 01/01/2026 01/31/2026		Professional Services	Y
9440	Herberg/Leah			411.95	3 Transactions			
2828	HN Quality Plumbing Inc							
	01-111-187-0000-6565			41.78	TOILET SEAT	011251	Repair/Maintenance & Operations	N
	01-111-187-0000-6565			821.37	REPLACE SECTION OF LINES	46686	Repair/Maintenance & Operations	N
2628	HN Quality Plumbing Inc			863.15	2 Transactions			
4860	Hugo's #4							
	01-093-097-0000-6361	AP		18.98	FOOD FOR TRIAL VIC. CR-23-1450		Direct Client Assitance	N
4860	Hugo's #4			18.98	1 Transactions			
6319	Innovative Office Solutions LLC							
	01-063-000-0000-6402			96.50	OFFICE SUPPLIES	5042816	Supplies	N
	01-063-000-0000-6402			51.52	OFFICE SUPPLIES	5051115	Supplies	N
6319	Innovative Office Solutions LLC			148.02	2 Transactions			
5924	Interstate Billing Service							
	03-330-000-0000-6565			196.38	PARTS/INVENTORY	39793G	Repair/Maintenance & Operations	N
	03-330-000-0000-6565	AP		1,944.26	PARTS	44405G	Repair/Maintenance & Operations	N
5924	Interstate Billing Service			2,140.64	2 Transactions			
6626	Intradyn							
	01-065-000-0000-6265			5,860.00	SOCIAL MEDIA ARCHIVE BUNDLE	9627	Data Processing (Software)	N
6626	Intradyn			5,860.00	1 Transactions			
6257	Jager/Tiffany							
	18-484-491-0000-6272			45.00	CELL PHONE STIPEND JAN-108 01/01/2026 01/31/2026		Professional Services	Y
	18-484-491-0000-6272			315.00	PEER GRP SERVICES JAN-108 01/01/2026 01/31/2026		Professional Services	Y
6257	Jager/Tiffany			360.00	2 Transactions			
19536	Jay/Alicia							
	18-481-000-0000-6331			116.00	STAFF ADM MIL FAGE-91 01/01/2026 01/31/2026		Mileage	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
19536	Jay/Alicia		116.00	1 Transactions		
4760	John Deere Financial					
	03-330-000-0000-6565		158.99	INVENTORY	T568941	Repair/Maintenance & Operations N
	03-330-000-0000-6565		317.98	INVENTORY	T569065	Repair/Maintenance & Operations N
4760	John Deere Financial		476.97	2 Transactions		
5630	John Deere Financial					
	03-330-000-0000-6565		50.39	PARTS	5127224	Repair/Maintenance & Operations N
5630	John Deere Financial		50.39	1 Transactions		
19201	Johnson/Shane					
	48-123-000-0000-6331		53.65	JAN MILEAGE	JOHNSON JAN 26	Mileage N
19201	Johnson/Shane		53.65	1 Transactions		
5899	Jore/Paul					
	48-123-000-0000-6331		62.35	JAN MILEAGE	JORE JAN 26	Mileage N
5899	Jore/Paul		62.35	1 Transactions		
1096	K & L Inc					
	64-390-000-9414-6402		2,557.50	EQUIPMENT OIL	12641	Maintenance Supplies N
1096	K & L Inc		2,557.50	1 Transactions		
20165	Keith's Security World Inc					
	01-111-198-0000-6565		45.00	KEYS (4)	77735	Repair/Maintenance & Operations N
20165	Keith's Security World Inc		45.00	1 Transactions		
10797	Kimball Midwest					
	03-330-000-0000-6565		801.37	SUPPLIES	104088496	Repair/Maintenance & Operations N
10797	Kimball Midwest		801.37	1 Transactions		
6068	KKCQ-FM					
	48-396-000-0000-6402		300.00	-ENVIRONMENTAL MINUTE JAN	25232601118707	Supplies N
6068	KKCQ-FM		300.00	1 Transactions		
1357	Korynta/Angel					
	18-481-000-0000-6331		19.58	LEAD COORD MILEAGE-91		Mileage N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	18-481-416-0000-6335		17.18	MEAL REIMB LPHDMSW MTG-134 01/01/2026 01/31/2026		Travel Expenses	N
	18-481-416-0000-6335		11.15	MEAL REIMB LPHDMSW MTG-134 01/01/2026 01/31/2026		Travel Expenses	N
	18-481-416-0000-6335		12.38	MEAL REIMB LPHDMSW MTG-134 01/01/2026 01/31/2026		Travel Expenses	N
1357	Korynta/Angel		60.29	4 Transactions			
1036	KROX-AM						
	01 061 000 0000 6241		100.00	EMPLOYMENT ADS 01/01/2026 01/31/2026	ACCT 809	Publishing - Advertising	N
	18-481-000-0000-6241		136.50	PUB HEALTH ADS JAN 26'-91 01/01/2026 01/31/2026	6202601132889	Publishing - Advertising	N
	48-396-000-0000-6402		200.00	-ENVIRON MINUTE JAN	2352601132888	Supplies	N
	48-397-000-0000-6402		253.00	-HHW ADS JAN	2352601132888	Supplies	N
1036	KROX-AM		689.50	4 Transactions			
2194	Kurita America Inc						
	64-390-000-0000-6416	AP	1,680.86	BOILER CHEMICALS	931493	Boiler Chemicals/Salt	N
	64-390-000-0000-6416		1,251.36	BOILER CHEMICALS	938631	Boiler Chemicals/Salt	N
2194	Kurita America Inc		2,932.22	2 Transactions			
4163	Kustom Kollision LLC						
	01-124-000-9368-6351		5,648.86	INSURANCE REPAIRS	17721	Insurance-Deductible Payments	Y
	16-200-000-0000-6565		150.00	UNIT 299 REMOVE EM DECALS	17848	Repair/Maintenance & Operations	Y
	16-200-000-0000-6608	AP	147.00	INSTALL SIDE ENTRY TRANSPORT V	17850	Vehicles Purchased/Capital Outlay	Y
4163	Kustom Kollision LLC		5,945.86	3 Transactions			
3873	Kuzel/Richard						
	48-123-000-0000-6331		46.40	JAN MILEAGE	KUZEL JAN 26	Mileage	N
3873	Kuzel/Richard		46.40	1 Transactions			
3850	L & S Enterprises						
	18-483-464-0000-6241		255.00	ADVERTISING HUGO'S CROX (AV)17 01/01/2026 01/31/2026	12460	Publishing - Advertising	N
	18-483-464-0000-6241		295.00	ADVERTISING HUGO GF/EGF (AV)17 01/01/2026 01/31/2026	12460	Publishing - Advertising	N

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<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
3850	L & S Enterprises		550.00	2 Transactions			
7061	Lang/Taylor						
	18-481-416-0000-6331		37.70	FOUND CAPABILITIES MILEAGE-134 01/01/2026 01/31/2026		Mileage	N
	18-481-495-0495-6331		37.70	CDC INFRA MILEAGE-136 01/01/2026 01/31/2026		Mileage	N
7061	Lang/Taylor		75.40	2 Transactions			
581	League Of Minnesota Cities						
	10-200-000-0000-0805		2,880.00	PATROL ONLINE TRAINING 2026	440240	Staff Education	N
581	League Of Minnesota Cities		2,880.00	1 Transactions			
9717	Lee/Jayson						
	48-123-000-0000-6402		80.17	STEEL-TOE BOOTS	H0111935300	Supplies	N
	48-397-000-0000-6402		80.16	STEEL-TOE BOOTS	H0111935300	Supplies	N
	48-398-000-0000-6402		80.16	STEEL-TOE BOOTS	H0111935300	Supplies	N
9717	Lee/Jayson		240.49	3 Transactions			
5285	Lehmann/Codi						
	18-481-414-0000-6331		34.80	NW8 INFRA MILEAGE- 01/01/2026 01/31/2026		Mileage	N
	18-481-416-0000-6331		71.05	FOUND CAPABILITIES MILEAGE-134 01/01/2026 01/31/2026		Mileage	N
	18-483-466-0000-6331		7.25	SF MILEAGE-127 01/01/2026 01/31/2026		Mileage	N
	18 483 467 0000 6331		7.25	STAFF ADM MILEAGE-91 01/01/2026 01/31/2026		Mileage	N
5285	Lohmann/Codi		120.35	4 Transactions			
1088	Lepier Oil Company Inc						
	64-391-000-0000-6561		137.00	GAS	JAN 2026	Fuels	N
1088	Lepier Oil Company Inc		137.00	1 Transactions			
6541	Level 5 Services						
	18-485-479-0000-6272		3,969.00	CHB SUICIDE PREV CNTRCT JAN120 01/01/2026 01/31/2026	010242	Professional Services	Y

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<u>No.</u>	<u>Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
6541	Level 5 Services			3,969.00	1 Transactions			
9118	Linde Gas & Equipment Inc							
	65-392-000-0000-6859			8.06	SALES TAX	54465076	Sales Tax	N
	65-392-000-9414-6402			109.27	WELDING SUPPLIES	54465076	Maintenance Supplies	N
9118	Linde Gas & Equipment Inc			117.33	2 Transactions			
9508	Local Ace Crookston							
	01-111-197-0000-6565			4.78	THREAD SEAL TAPE	84607/2	Repair/Maintenance & Operations	N
	01-111-187-0000-6565			13.99	LIQUID PLUMBER	84845/2	Repair/Maintenance & Operations	N
	03-330-000-0000-6565			12.34	SUPPLIES - EGF SHOP	C#7751	Repair/Maintenance & Operations	N
	03-330-000-0000-6565			41.97	SUPPLIES	C#7751	Repair/Maintenance & Operations	N
9508	Local Ace Crookston			73.08	4 Transactions			
4731	Local Ace EGF							
	18-482-458-0000-6402			25.93	HH SUPPLIES (JP)-105		Supplies	N
					01/01/2026	01/31/2026		
4731	Local Ace EGF			25.93	1 Transactions			
10695	MACAI							
	03-300-000-0000-6243			150.00	2026 DUES		Membership Dues/Registration Fees	N
10695	MACAI			150.00	1 Transactions			
6895	MacQueen							
	03-330-000-0000-6565			320.72	PARTS	P69827	Repair/Maintenance & Operations	Y
6895	MacQueen			320.72	1 Transactions			
9465	McGlynn/Mariah							
	18-482-000-0000-6331			27.70	DP&C MILEAGE-52		Mileage	N
					01/01/2026	01/31/2026		
	18-482-000-0000-6331			30.89	HP MILEAGE-51		Mileage	N
					01/01/2026	01/31/2026		
	18-482-458-0000-6331			37.56	HH MILEAGE-105		Mileage	N
					01/01/2026	01/31/2026		
9465	McGlynn/Mariah			96.15	3 Transactions			
4015	Mcintosh City							

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4015	Mcintosh City		1,225.00 1,225.00	SNOW LOADING 1 Transactions		Highway Costs	N
7332	MCIT		6,769.00	PC RENEWAL 2026-91 01/01/2026 01/31/2026	21200R	Insurance	N
7332	MCIT		6,769.00	1 Transactions			
6889	McMaster Carr Supply Co		149.82	WOOD HANDLES FOR SQUEEGES	58270757	Custodial Supplies	N
6889	McMaster Carr Supply Co		149.82	1 Transactions			
5893	McNeilus Steel Inc		4,669.19	STEEL FOR EQUIPMENT	2501172	Repair/Maintenance & Operations	N
5893	McNeilus Steel Inc		4,669.19	1 Transactions			
7901	MN Dept Of Commerce	AP	149.50	SCALE INSPECTION	SEV-00068902	Professional Services	N
	64-390-000-0000-6272	AP	149.50	SCALE INSPECTION	SEV-00068902	Professional Services	N
7901	MN Dept Of Commerce		299.00	2 Transactions			
3320	MnCCC Lockbox		131.25	1ST QTR 26 TAXLINK SFWR SUPP.	2601275	Data Processing (Software)	N
	01-062-000-0000-6265		131.25	01/01/2026 03/31/2026			
3320	MnCCC Lockbox		131.25	1 Transactions			
277	Napa Crookston Welding		227.01	SUPPLIES - MAINTENANCE	117856	Repair/Maintenance & Operations	N
	01-111-193-0000-6565		46.68	DRILL BIT 25/64	118792	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		114.46	PARTS	117966	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		102.48	PARTS	117996	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		188.44	PARTS	118219	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		64.46	PARTS	118336	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		224.92	PARTS	118436	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		71.48	PARTS	118450	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		423.30	PARTS	118479	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		57.32	SUPPLIES	118549	Repair/Maintenance & Operations	N

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	03-330-000-0000-6565		369.72	PARTS	118639	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		67.46	PARTS	118703	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		230.41	PARTS	118706	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		101.73	PARTS	118726	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		295.94	PARTS	118843	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		19.98	PARTS	118918	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		64.92	PARTS	119060	Repair/Maintenance & Operations	N
	65-392-000-0000-6565		194.97	BOMAG PARTS	117850	Repair/Maintenance & Operations	N
	65-392-000-0000-6859		14.38	SALES TAX	117850	Sales Tax	N
	65-392-000-0000-6565		107.32	OIL/AIR FILTERS	118698	Repair/Maintenance & Operations	N
	65-392-000-0000-6859		7.91	SALES TAX	110698	Sales Tax	N
	65-392-000-0000-6859		5.49	SALES TAX	118851	Sales Tax	N
	65-392-000-9414-6402		74.44	OPERATIONAL SUPPLIES	118851	Maintenance Supplies	N
	65-393-000-0000-6565		22.98	WIPER BLADE	117477	Repair/Maintenance & Operations	N
	65-393-000-0000-6859		1.69	SALES TAX	117477	Sales Tax	N
277	Napa Crookston Welding		3,100.69	25 Transactions			
4465	Net Transcripts Inc						
	16-200-000-0000-6272	AP	45.99	TRANSCRIPTION	N23351	Professional Services	N
4465	Net Transcripts Inc		45.99	1 Transactions			
23568	Netland/Ariel						
	18-482-000-0000-6331		33.35	TB MILEAGE-23		Mileage	N
				01/01/2026 01/31/2026			
	18-483-464-0000-6331		120.35	SRHS MILEAGE-17		Mileage	N
				01/01/2026 01/31/2026			
23568	Netland/Ariel		153.70	2 Transactions			
9789	New Americans Integrations Center						
	19-485-000-0000-6851	AP	17,547.11	OPIOID SETTLEMENT FUNDS		Remittance Of Revenue	Y
				01/01/2026 01/31/2026			
9789	New Americans Integrations Center		17,547.11	1 Transactions			
9200	North Country Overhead Door LLC						
	64-391-000-0000-6565		1,927.00	OVERHEAD DOCK DOOR REPAIRS	19179	Repair/Maintenance & Operations	Y
9200	North Country Overhead Door LLC		1,927.00	1 Transactions			
5817	Northdale Oil Inc						

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	64-390-000-0000-6561		620.00	FUEL	46117	Fuels	N
	64-390-000-0000-6561		831.00	FUEL	46282	Fuels	N
	64-391-000-0000-6561		964.48	FUEL	46168	Fuels	N
	64 391 000 0000-6561		112.85	FUEL	46232	Fuels	N
5817	Northdale Oil Inc		2,528.33	4 Transactions			
23165	Northern Fire Equipment Servic						
	16-200-000-0000-6565		224.50	FIRE EXTINGUISHERS RECHARGE	28911	Repair/Maintenance & Operations	N
	48-395-000-0000-6402		36.70	CK/TAG EXTINGUISHERS	28914	Supplies	N
	48-396-000-0000-6402		133.02	CK/TAG EXTINGUISHERS	28914	Supplies	N
	48-397-000-0000-6402		36.70	CK/TAG EXTINGUISHERS	28914	Supplies	N
	48 398 000 0000-6402		252.28	CK/TAG EXTINGUISHERS	28914	Supplies	N
	64-390-000-0000-6402		494.50	FIRE EXTINGUISHERS AND MAINT.	28892	Supplies	N
	64-391-000-0000-6402		494.50	FIRE EXTINGUISHERS AND MAINT.	28892	Supplies	N
23165	Northern Fire Equipment Servic		1,672.20	7 Transactions			
6124	Northern Propane						
	03-330-000-0000-6565		827.70	INVENTORY	79189	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		253.65	INVENTORY	79190	Repair/Maintenance & Operations	N
6124	Northern Propane		1,081.35	2 Transactions			
2454	Northland Comm & Tech College						
	01-124-000-0000-6272		4,100.00	ANNUAL OSHA SAFETY TRAINING	CI0000017863	Professional Services	N
2454	Northland Comm & Tech College		4,100.00	1 Transactions			
7134	Northland Securities Inc.						
	01-046-000-0000-6272		75.00	CAC REIMBURSEMENT	INV-2171	Professional Services	N
	01-046-000-0000-6272		3,000.00	2025 DISSEMINATION SVCS	INV-2171	Professional Services	N
7134	Northland Securities Inc.		3,075.00	2 Transactions			
5668	Nw Mn Household Hazardous						
	48-397-000-0000-6840		8,200.00	YEARLY ASSESSMENT 2026	2026 NWMNHHW A:	Hhw Regional Costs	N
	48-397-000-0000-6838	DTG	9,900.50	HHW DISPOSAL 2025	NWMNHHW 2025	Hhw	N
	48 397 000 0000-6838	DTG	2,492.23	PAINT CARE CR JAN-DEC 25	NWMNHHW 2025	Hhw	N
5668	Nw Mn Household Hazardous		15,608.27	3 Transactions			
6652	NWMNCVSO						

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6652	NWMNCVSO		2026 DUES ELLEFSON/LOEWEN 1 Transactions	2026 DUES	Membership Dues/Registration Fees	N
7027	Olen/Angela					
	18-493-000-0000-6272	207.36	SNOW REMOVAL SVS MH & SL-33 01/01/2026 01/31/2026 1 Transactions		Professional Services	Y
7027	Olen/Angela	207.36				
9513	OK Tire Store - Crookston					
	65-392-000-0000-6565	323.48	TIRE REPAIRS L216	23-19030	Repair/Maintenance & Operations	N
9513	OK Tire Store - Crookston	323.48	1 Transactions			
5380	OK Tire Store - Fargo					
	03-330-000-0000-6565	87.95	TIRE SWAP	23-18665	Repair/Maintenance & Operations	N
	03-330-000-0000-6565	25.00	TIRE REPAIR	23-18853	Repair/Maintenance & Operations	N
	03-330-000-0000-6565	420.10	TIRE REPAIR	23-18859	Repair/Maintenance & Operations	N
	03-330-000-0000-6561	28.92	PROPANE	23-18893	Fuels	N
	03-330-000-0000-6565	108.19	TIRE SWAP	23-18906	Repair/Maintenance & Operations	N
	03-330-000-0000-6565	42.52	TIRE REPAIR	23-18949	Repair/Maintenance & Operations	N
	03-330-000-0000-6565	40.00	TIRE REPAIR	23-19060	Repair/Maintenance & Operations	N
5380	OK Tire Store - Fargo	752.68	7 Transactions			
6320	Olson/Brenna					
	18-484-000-0000-6331	37.70	WIC MILEAGE-25 01/01/2026 01/31/2026		Mileage	N
	18-485-479-0000-6331	68.73	SUICIDE PREV MILEAGE-120 01/01/2026 01/31/2026		Mileage	N
6320	Olson/Brenna	106.43	2 Transactions			
6970	OSEN/BRITTNEY					
	18-483-466-0000-6331	55.10	TANF MILEAGE-22 01/01/2026 01/31/2026		Mileage	N
	18-483-466-0000-6331	327.70	MESCH MILEAGE-127 01/01/2026 01/31/2026		Mileage	N
6970	OSEN/BRITTNEY	382.80	2 Transactions			
1741	Pemberton Law PLLP					
	01-061-000-0000-6272	4,352.00	GENERAL EMPLOYMENT MATTERS	STMT 69	Professional Services	Y

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<u>No.</u>	<u>Account/Formula</u>					<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
1741	Pemberton Law PLLP		4,352.00	1 Transactions				
9202	Perkerewicz/Jill							
	18-482-458-0000-6331		60.90	HH MILEAGE-105	01/01/2026 01/31/2026		Mileage	N
	18-483-464-0000-6331		92.80	SEX ED MILEAGE-14	01/01/2026 01/31/2026		Mileage	N
	18-483-467-0000-6331		123.25	SCHOOL HEALTH MILEAGE-12	01/01/2026 01/31/2026		Mileage	N
	18-483-467-0000-6331		37.70	STAFF ADM MILEAGE-91	01/01/2026 01/31/2026		Mileage	N
9202	Perkerewicz/Jill		314.65	4 Transactions				
6295	Plante/Kelly							
	64-390-000-0000-6360		204.99	BOOT ALLOWANCE		2/4/26	Miscellaneous Charges	N
6295	Plante/Kelly		204.99	1 Transactions				
6980	POMPS Tire Service Inc							
	03-330-000-0000-6565		7,233.85	INVENTORY		1550037177	Repair/Maintenance & Operations	N
6980	POMPS Tire Service Inc		7,233.85	1 Transactions				
5236	PRECISE MRM LLC							
	03-330-000-0000-6565	AP	552.00	GPS SOFTWARE		IN200-2010689	Repair/Maintenance & Operations	N
5236	PRECISE MRM LLC		552.00	1 Transactions				
6119	Quest Diagnostics							
	18-483-464-0000-6272		802.69	FP LAB SERVICES (28) -17	01/01/2026 01/31/2026	9219215924	Professional Services	N
6119	Quest Diagnostics		802.69	1 Transactions				
4993	Quill Corporation							
	64-390-000-0000-6402		23.59	3-RING BINDER		47366368	Supplies	N
	64-390-000-0000-6859		1.74	SALES TAX		47366368	Sales Tax	N
	04-390-000-0000-0402		62.75	OFFICE SUPPLIES		47375841	Supplies	N
	64-390-000-0000-6859		4.63	SALES TAX		47375841	Sales Tax	N
	64-390-000-0000-6859		37.07	SALES TAX		47446572	Sales Tax	N
	64-390-000-9412-6402		502.59	CUSTODIAL SUPPLIES		47446572	Custodial Supplies	N
	64-391-000-0000-6402		62.75	OFFICE SUPPLIES		47375841	Supplies	N

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4993	Quill Corporation		SALES TAX 8 Transactions	47375841	Sales Tax	N
7115	Rapisarda/Chris					
	48-396-000-0000-6272		400.00 JAN CLEANING	258291	Professional Services	Y
	64-390-000-0000-6272		600.00 CLEANING SERVICES	258290	Professional Services	Y
	64-391-000-0000-6272		480.00 CLEANING SERVICES	258290	Professional Services	Y
7115	Rapisarda/Chris		1,480.00 3 Transactions			
3880	RDO Truck Centers					
	03-330-000-0000-6565		61.75 PARTS	557051	Repair/Maintenance & Operations	Y
3880	RDO Truck Centers		61.75 1 Transactions			
2243	Recovery Systems Company Inc					
	64-391-000-0000-6565		1,185.25 BALER PARTS	50068	Repair/Maintenance & Operations	N
2243	Recovery Systems Company Inc		1,185.25 1 Transactions			
7102	Red Lake County Co Op					
	64-391-000-0000-6253		1,284.82 PROPANE FOR FORKLIFT	40379	Natural Gas & Heating Fuel	N
	65-392-000-0000-6253		365.25 HEATING PROPANE	131542	Gas	N
	65-393-000-0000-6253		365.25 HEATING PROPANE	131542	Natural Gas & Heating Fuel	N
7102	Red Lake County Co Op		2,015.32 3 Transactions			
2163	Regents Of The Univ Of Mn					
	19-485-000-0000-6851		7,302.69 OPIOID SETTLEMENT FUNDS	2011075358	Remittance Of Revenue	N
			01/01/2026 01/31/2026			
2163	Regents Of The Univ Of Mn		7,302.69 1 Transactions			
5224	Reitmeier/Kathy					
	18-482-000-0000-6331		91.35 HP MILEAGE-51		Mileage	N
			01/01/2026 01/31/2026			
	18-483-466-0000-6331		34.80 STAFF ADM MILEAGE-91		Mileage	N
			01/01/2026 01/31/2026			
	18-483-466-0000-6331		121.15 EARLY CHLDHOOD MILEAGE-15		Mileage	N
			01/01/2026 01/31/2026			
	18-483-466-0000-6331		240.85 FAMILY HEALTH MILEAGE-11		Mileage	N
			01/01/2026 01/31/2026			
	18-483-466-0000-6331		122.53 MESCH MILEAGE-127		Mileage	N

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	18-483-466-0000-6402		9.94	FHV SUPPLIES-11 01/01/2026 01/31/2026		Supplies	N
5224	Reitmeier/Kathy		620.62	6 Transactions			
9620	Resilient						
	18-483-466-0000-6272	AP	2,100.00	PNM CONSULT OCT-DEC 25'-127 01/01/2026 01/31/2026		Professional Services	N
	18-483-466-0000-6272	AP	450.00	PNM CONSULT SEPT 25'-127 01/01/2026 01/31/2026		Professional Services	N
9620	Resilient		2,550.00	2 Transactions			
1084	Riverview Healthcare Assoc						
	18-483-464-0000-6272		848.00	HC NP HOURS 12-4 & 12-11(TG)17 01/01/2026 01/31/2026	17502398	Professional Services	Y
1084	Riverview Healthcare Assoc		848.00	1 Transactions			
6529	Road Machinery and Supplies Co.						
	64-390-000-0000-6565		1,853.49	SENNEBOGEN PARTS/RPRS	S5123103	Repair/Maintenance & Operations	N
	64-391-000-0000-6565		541.23	SENNEBOGEN PARTS/RPRS	S5134603	Repair/Maintenance & Operations	N
	65-392-000-0000-6565	AP	8,167.68	2022 BOMAG PARTS/SERVICE	W5333901	Repair/Maintenance & Operations	N
6529	Road Machinery and Supplies Co.		10,562.40	3 Transactions			
9670	Saber Shred Solutions, Inc						
	65-392-000-0000-6272		5,019.30	TIRE DISPOSAL	106720	Professional Services	N
9670	Saber Shred Solutions, Inc		5,019.30	1 Transactions			
4431	Safety Kleen Systems Inc						
	64-390-000-0000-6859		18.96	SALES TAX	R003579821	Sales Tax	N
	64-390-000-9414-0402		257.09	PARTS WASHER	R003579821	Maintenance Supplies	N
	64-391-000-0000-6859	AP	18.96	SALES TAX	R003557709	Sales Tax	N
	64-391-000-9414-0402	AP	257.09	PARTS WASHER	R003557709	Maintenance Supplies	N
4431	Safety Kleen Systems Inc		552.10	4 Transactions			
6432	Schmitz/Ashley						
	18-483-466-0000-6331		14.50	STAFF ADM MILEAGE-91 01/01/2026 01/31/2026		Mileage	N
	18-483-466-0000-6331		238.53	MESCH MILEAGE-127		Mileage	N

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							Paid On Bhf #	On Behalf of Name	
	18-485-000-0000-6331			18.85	YAB MILEAGE-121	01/01/2026 01/31/2026		Mileage	N
6432	Schmitz/Ashley			271.88	3 Transactions	01/01/2026 01/31/2026			
6293	Schulz/Micheal								
	48-123-000-0000-6331			40.60	JAN MILEAGE		SCHULZ JAN 26	Mileage	N
6293	Schulz/Micheal			40.60	1 Transactions				
6290	Seaberg Solar Salt								
	01-111-197-0000-6254			841.54	SOFTENER SALT 33%		000093	Other Utilities and Fees	N
	01-111-198-0000-6254			1,708.56	SOFTENER SALT 67%		000093	Other Utilities and Fees	N
6290	Seaberg Solar Salt			2,550.10	2 Transactions				
5647	SeaChange Printing & Marketing								
	01-063-000-0000-6203			223.62	POSTAGE FOR BALLOT SERVICES		43596	Postage/Box Rent/Freight	Y
	01-064-000-0000-6203			102.79	FREIGHT FOR ELECTION SUPPLIES		43596	Postage/Box Rent/Freight	Y
	01-064-000-0000-6272			2,277.60	ELECT PREP/MAIL BALLOT PACKETS		43596	Professional Services	Y
5647	SeaChange Printing & Marketing			2,604.01	3 Transactions				
4606	Seeger/Julie								
	18-482-000-0000-6331			94.25	HP/FOOTCARE MILEAGE-51	01/01/2026 01/31/2026		Mileage	N
	18-493-000-0000-6331			25.38	STAFF ADM MILEAGE-91	01/01/2026 01/31/2026		Mileage	N
	18-493-000-0000-6331			25.38	CARE COORD MILEAGE-33	01/01/2026 01/31/2026		Mileage	N
4606	Seeger/Julie			145.01	3 Transactions				
28732	Service Pro Parts Inc.								
	03-330-000-0000-6565			20.79	PARTS		157656	Repair/Maintenance & Operations	N
28732	Service Pro Parts Inc.			20.79	1 Transactions				
4462	Shimek/Sarah								
	18-485-000-0000-6331			69.60	WELLNESS MILEAGE-54	01/01/2026 01/31/2026		Mileage	N

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4462	Shimek/Sarah		69.60	1 Transactions			
7131	Sig Sauer Inc						
	16-200-000-0000-6419	AP	4,234.24	SIGM400S FOLD SIGHTS TELE STOC	283504	Equipment & Machinery (not Capital)	N
7131	Sig Sauer Inc		4,234.24	1 Transactions			
828	Snyder/Jacob						
	48-123-000-0000-6331		348.00	MII FAGF MOWA CONV	SNYDER MOWA	Mileage	N
	48-123-000-0000-6335		75.40	MEALS MOWA CONV	SNYDER MOWA	Travel Expenses	N
828	Snyder/Jacob		423.40	2 Transactions			
6046	Sonstelie/Jill						
	18-493-000-0000-6331		171.10	CARE COORDINATION MILEAGE-33		Mileage	N
				01/01/2026 01/31/2026			
6046	Sonstelie/Jill		171.10	1 Transactions			
7074	SRF Consulting Group Inc						
	03-310-000-0000-6272	AP	562.83	SPEED STUDY	19513.00-4	Professional Services	N
7074	SRF Consulting Group Inc		562.83	1 Transactions			
3722	Stantec Consulting Services Inc						
	64-390-000-0000-6272	AP	243.00	TRANSPORTATION STUDY	2511315	Professional Services	N
	64-391-000-0000-6272	AP	243.00	TRANSPORTATION STUDY	2511315	Professional Services	N
	65-392-000-0000-6272	AP	2,789.20	MONITORING/REPORTING ENGINEERI	2511314	Professional Services	N
	65-392-000-0000-6272	AP	1,821.13	2025 ANNUAL MONITORING	2511316	Professional Services	N
	65-393-000-0000-6272	AP	1,821.12	2025 ANNUAL MONITORING	2511316	Professional Services	N
3722	Stantec Consulting Services Inc		6,917.45	5 Transactions			
1070	Steamatic Of Grand Forks						
	18-482-458-0000-6272		246.96	HH MOLD INSPECTION (MM)-105	79797 79812	Professional Services	N
				01/01/2026 01/31/2026			
	18-482-458-0000-6272		125.00	HH MOLD INSPECTION (JP)-105	79797 79812	Professional Services	N
				01/01/2026 01/31/2026			
1070	Steamatic Of Grand Forks		371.96	2 Transactions			
4786	Stericycle Inc						
	16-200-000-0000-6290		161.45	1ST QUARTER RMW SERVICES	8013141931	Bio-Hazard Cost	N

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
4786	Stericycle Inc		161.45	1 Transactions			
7987	Strelcher's						
	16-200-000-0000-6454		383.98	PRESSURE SWITCH G2 BATTERY	1806389	Law Enforcement Supplies	N
7987	Strelcher's		383.98	1 Transactions			
50292	Stynsberg/Emily						
	18-484-491-0000-6272		45.00	CELL PHONE STIPEND JAN-108		Professional Services	Y
				01/01/2026 01/31/2026			
	18-484-491-0000-6272		387.00	PEER GRP SERVICES JAN-108		Professional Services	Y
				01/01/2026 01/31/2026			
50292	Stynsberg/Emily		432.00	2 Transactions			
2275	Team Laboratory Chemical LLC						
	03-310-000-0000-6505		80,250.00	SUPPLIES	INV0051300F	Highway Costs	Y
	03-330-000-0000-6565		2,085.50	SUPPLIES	50189	Repair/Maintenance & Operations	Y
2275	Team Laboratory Chemical LLC		82,335.50	2 Transactions			
5059	The Door Guy						
	48-398-000-9302-6565		220.00	N GATE SAFETY EDGE	5717	Grounds/Repair/Maintenance & Operations	Y
5059	The Door Guy		220.00	1 Transactions			
14071	The Exponent						
	01-061-000-0000-6241		105.85	EMPLOYMENT OPPORTUNITIES	2.13494	Publishing - Advertising	N
	01-061-000-0000-6241		105.85	EMPLOYMENT OPPORTUNITIES	2.13500	Publishing - Advertising	N
	01-061-000-0000-6241		91.35	EMPLOYMENT OPPORTUNITIES	2.13506	Publishing - Advertising	N
	01-061-000-0000-6241		91.35	EMPLOYMENT OPPORTUNITIES	2.13512	Publishing - Advertising	N
	01-064-000-0000-6241		1,043.52	SAMPLE BALLOT SP ELECTION	2.13508	Publishing - Advertising	N
	01-091-000-0000-6242	AP	45.00	1-YEAR SUBSCRIPTION	K9HCM967	Subscriptions	N
14071	The Exponent		1,482.92	6 Transactions			
2188	The Fertile Hardware Company						
	03-330-000-0000-6565		20.06	FERTILE SHOP SUPPLIES	2601-194984	Repair/Maintenance & Operations	N
2188	The Fertile Hardware Company		20.06	1 Transactions			
9071	The Practice Place PLLC						
	16-200-000-0000-6272		500.00	PSYCH EVAL NEW HIRE CT	12248	Professional Services	Y

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9071	The Practice Place PLLC		500.00	1 Transactions			
2076	The Thirteen Towns LLC						
	01-041-000-0000-6241		50.63	2026 OFFICIAL PAPER	26523	Publishing - Advertising	Y
	01-041-000-0000-6241		50.63	DELINQUENT TAX LIST	26523	Publishing - Advertising	Y
	01-041-000-0000-6242		35.00	SUBSCRIPTION 2026	TPSC SUBSCRIPTI	Subscriptions	Y
	01-061-000-0000-6241		540.00	EMPLOYMENT ADS	26608	Publishing - Advertising	Y
	40-123-000-0000-6241		31.50	JAN NOTICE - GRINDE	26606	Publishing - Advertising	Y
2076	The Thirteen Towns LLC		707.76	5 Transactions			
5163	Thief River Falls Times						
	01-061-000-0000-6241		489.25	EMPLOYMENT ADS	ACCT 2136	Publishing - Advertising	Y
5163	Thief River Falls Times		489.25	1 Transactions			
3771	Titan Machinery						
	16-200-000-0000-6565		1,957.25	RANGER UNIT 328	SO0310097-1	Repair/Maintenance & Operations	N
3771	Titan Machinery		1,957.25	1 Transactions			
7130	Trafera LLC						
	16-200-000-0000-6454		84.00	GETAC BATTERY 5025 LAPTOP	1487834	Law Enforcement Supplies	Y
7130	Trafera LLC		84.00	1 Transactions			
3887	Tri County Community Corr						
	19-485-000-0000-6851	DTG	7,437.54	OPIOID SETTLEMENT FUNDS		Remittance Of Revenue	N
				01/01/2026 01/31/2026			
3887	Tri County Community Corr		7,437.54	1 Transactions			
2079	Tri-County Community Corr						
	48-395-000-0000-6810	DTG	73.50	TF CLEAN-UP #85 418	INV 79	Clean Up Projects	N
	65-392-000-0000-6272	DTG	316.50	PICKING PAPER	80	Professional Services	N
2079	Tri-County Community Corr		390.00	2 Transactions			
1141	Tri-Valley Opportunity Council						
	18-483-464-0000-6272	AP	6.00	FSPS GRNT TRANS DEC 25'-17	16836	Professional Services	N
				01/01/2026 01/31/2026			
1141	Tri-Valley Opportunity Council		6.00	1 Transactions			

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
9101	Triangle Automotive Machine Inc						
	64-391-000-0000-6565		833.63	SENNEBOGAN PARTS/RPRS	29330	Repair/Maintenance & Operations	N
9101	Triangle Automotive Machine Inc		833.63	1 Transactions			
12216	True Value Hardware						
	01-111-197-0000-6565		5.58	VINYL UTILITY HOOK	A276970	Repair/Maintenance & Operations	N
	01-111-193-0000-6565		3.40	NUTS,BOLTS SCREWS	A277125	Repair/Maintenance & Operations	N
	01-111-190-0000-6565		11.99	LEC JANITOR CLOSET REPAIR	A277519	Repair/Maintenance & Operations	N
	01-111-193-0000-6565		31.65	BLUE TAPE	A277594	Repair/Maintenance & Operations	N
	03-330-000-0000-6565		34.99	SUPPLIES	C#5030	Repair/Maintenance & Operations	N
	18-482-458-0000-6402		69.22	HH CLEANING SUPPLIES (JP)-105		Supplies	N
				01/01/2026 01/31/2026			
12216	True Value Hardware		156.83	6 Transactions			
6702	Ulman/Melissa						
	18-493-000-0000-6331		292.90	CARE COORDINATION MILEAGE-33		Mileage	N
				01/01/2026 01/31/2026			
	18-493-000-0000-6331		2.90	STAFF ADM MILEAGE-91		Mileage	N
				01/01/2026 01/31/2026			
6702	Ulman/Melissa		295.80	2 Transactions			
8	United States Plastic Corp						
	64-390-000-0000-6402		421.38	ASH SAMPLING CONTAINERS	7826916	Supplies	N
	64-390-000-0000-6859		31.08	SALES TAX	7826916	Sales Tax	N
8	United States Plastic Corp		452.46	2 Transactions			
9471	UpNorth Engineering LLC						
	64-391-000-0000-6272	AP	577.50	GRANT ADMINISTRATION	26	Professional Services	N
	65-392-000-0000-6272	AP	6,741.25	2025 ANNUAL REPORTS	26	Professional Services	N
	65 393 000 0000 6272	AP	6,741.25	2025 ANNUAL REPORTS	26	Professional Services	N
9471	UpNorth Engineering LLC		14,060.00	3 Transactions			
5020	Valley Electric Of Crookston LLC						
	03-330-000-0000-6272		548.70	SERVICES	0005	Professional Services	Y
5020	Valley Electric Of Crookston LLC		548.70	1 Transactions			
5542	Valley Plains Equipment						
	03-310-000-0000-6342		3,268.00	EXTENDED WARRANTY U#692	3268	Maintenance Agreements	Y

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
5542	Valley Plains Equipment		3,299.10	GATOR PARTS 2 Transactions	5112900	Repair/Maintenance & Operations	Y
5889	Van Den Einde/Amy						
	18-483-464-0000-6331		5.80	STAFF ADM MILEAGE-91 01/01/2026 01/31/2026		Mileage	N
	18-483-464-0000-6331		89.90	SRHS MILEAGE-17 01/01/2026 01/31/2026		Mileage	N
	18-483-464-0000-6402		27.06	SAMS-SUPPLIES FOR OUTREACH-17 01/01/2026 01/31/2026		Supplies	N
	18 483 464 0000 6402		24.74	TARGET-SUPPLIES FOR OUTREACH17 01/01/2026 01/31/2026		Supplies	N
	18-483-467-0000-6331		97.15	SCHOOL HEALTH MILEAGE-12 01/01/2026 01/31/2026		Mileage	N
5889	Van Den Einde/Amy		244.65	5 Transactions			
1234	VAULT						
	01-061-000-0000-6242		500.00	ANNUAL SUBSCRIPTION FEE	FL00698945	Subscriptions	N
	01-061-000-0000-6272		61.16	DOT DRUG SCREENING	FL00698945	Professional Services	N
	01-061-000-0000-6272		60.10	NON DOT DRUG SCREENING	FL00698945	Professional Services	N
1234	VAULT		621.26	3 Transactions			
6050	Vestis						
	64-390-000-0000-6360		242.38	UNIFORMS	2630507272	Miscellaneous Charges	N
	64-390-000-0000-6859		22.22	SALES TAX	2630507272	Sales Tax	N
	64-390-000-9412-6402		58.83	CUSTODIAL SUPPLIES	2630507272	Custodial Supplies	N
	64-390-000-0000-6360		266.63	UNIFORMS	2630509688	Miscellaneous Charges	N
	64-390-000-0000-6859		29.03	SALES TAX	2630509688	Sales Tax	N
	64-390-000-9412-6402		127.03	CUSTODIAL SUPPLIES	2630509688	Custodial Supplies	N
	64-390-000-0000-6360		246.45	UNIFORMS	2630512118	Miscellaneous Charges	N
	64-390-000-0000-6859		22.52	SALES TAX	2630512118	Sales Tax	N
	64-390-000-9412-6402		58.83	CUSTODIAL SUPPLIES	2630512118	Custodial Supplies	N
	64-390-000-0000-6360		266.63	UNIFORMS	2630514573	Miscellaneous Charges	N
	64-390-000-0000-6859		29.03	SALES TAX	2630514573	Sales Tax	N
	64-390-000-9412-6402		127.03	CUSTODIAL SUPPLIES	2630514573	Custodial Supplies	N
	64-391-000-0000-6360		136.18	UNIFORMS	2630507273	Miscellaneous Charges	N
	64-391-000-0000-6859		11.07	SALES TAX	2630507273	Sales Tax	N
	64-391-000-9412-6402		13.89	CUSTODIAL SUPPLIES	2630507273	Custodial Supplies	N

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64-391-000-0000-6360		143.37	UNIFORMS	2630509689	Miscellaneous Charges	N
64-391-000-0000-6859		12.24	SALES TAX	2630509689	Sales Tax	N
64-391-000-9412-6402		22.71	CUSTODIAL SUPPLIES	2630509689	Custodial Supplies	N
64-391-000-0000-6360		136.18	UNIFORMS	2630512119	Miscellaneous Charges	N
64-391-000-0000-6859		11.07	SALES TAX	2630512119	Sales Tax	N
64-391-000-9412-6402		13.89	CUSTODIAL SUPPLIES	2630512119	Custodial Supplies	N
64-391-000-0000-6360		139.30	UNIFORMS	2630514574	Miscellaneous Charges	N
64-391-000-0000-6859		11.94	SALES TAX	2630514574	Sales Tax	N
64-391-000-9412-6402		22.71	CUSTODIAL SUPPLIES	2630514574	Custodial Supplies	N
6050	Vestis	2,171.16	24 Transactions			
10146	Vestis					
65-393-000-0000-6360		70.09	UNIFORMS	2520710680	Miscellaneous Charges	N
65-393-000-0000-6859		7.03	SALES TAX	2520710680	Sales Tax	N
65-393-000-9412-6402		25.33	CLEANING/PAPER SUPPLIES	2520710680	Custodial Supplies	N
65-393-000-0000-6360		78.29	UNIFORMS	2520714207	Miscellaneous Charges	N
65-393-000-0000-6859		9.66	SALES TAX	2520714207	Sales Tax	N
65-393-000-9412-6402		52.67	CLEANING/PAPER SUPPLIES	2520714207	Custodial Supplies	N
65-393-000-0000-6360		70.09	UNIFORMS	2520717781	Miscellaneous Charges	N
65-393-000-0000-6859		7.03	SALES TAX	2520717781	Sales Tax	N
65-393-000-9412-6402		25.33	CLEANING/PAPER SUPPLIES	2520717781	Custodial Supplies	N
65-393-000-0000-6360		98.57	UNIFORMS	2520721309	Miscellaneous Charges	N
65-393-000-0000-6859		11.29	SALES TAX	2520721309	Sales Tax	N
65-393-000-9412-6402		54.62	CLEANING/PAPER SUPPLIES	2520721309	Custodial Supplies	N
10146	Vestis	510.00	12 Transactions			
1897	Wallwork Truck Center					
03-330-000-0000-6565		627.50	INVENTORY	09P120003	Repair/Maintenance & Operations	N
1897	Wallwork Truck Center	627.50	1 Transactions			
5747	Walters Climate					
64-391-000-0000-6565		512.38	TIP FLOOR HEATERS	182818	Repair/Maintenance & Operations	N
5747	Walters Climate	512.38	1 Transactions			
9466	Wandrie/Nicole					
18-481-000-0000-6402		26.03	PAPER SUPPLIES FOR SR-91 01/01/2026 01/31/2026		Supplies	N
18-484-000-0000-6331		18.13	STAFF ADM MILEAGE-91		Mileage	N

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	18-484-000-0000-6331		54.52	01/01/2026 01/31/2026 WIC MILEAGE-25		Mileage	N
9466	Wandrie/Nicole		98.68	01/01/2026 01/31/2026 3 Transactions			
2226	Widseth Smith Nolting & Assoc						
	01-111-198-1202-6565		2,874.00	PROF SERVICES CONSTRUCTION ADM	242896	Repair/Maintenance & Operations	N
	03-320-000-0000-6269		12,801.78	MNGEO PLSS SURVEY	242996	Surveying	N
2226	Widseth Smith Nolting & Assoc		15,675.78	2 Transactions			
688	Widseth/Greg						
	01-091-000-0000-6331	AP	107.30	MTG W/TRIAL VIC (MOORHEAD)		Mileage	N
688	Widseth/Greg		107.30	1 Transactions			
734	Win-E-Mac Travel Center Inc						
	16-200-000-0000-6565		10.00	CAR WASHES	8625	Repair/Maintenance & Operations	N
734	Win-E-Mac Travel Center Inc		10.00	1 Transactions			
9130	Winger City						
	03-310-000-0000-6505		4,949.50	SNOW REMOVAL		Highway Costs	N
9130	Winger City		4,949.50	1 Transactions			
128	Winzer Corporation						
	64-391-000-0000-6402		1,245.37	PAINT FOR EQUIPMENT	3682729	Supplies	N
128	Winzer Corporation		1,245.37	1 Transactions			
6399	XPO Logistics Freight Inc						
	64-390-000-0000-6565		1,018.27	SHIPPING WATER PUMP	708-700823	Repair/Maintenance & Operations	N
6399	XPO Logistics Freight Inc		1,018.27	1 Transactions			
4246	Ye Ole Print Shoppe						
	01-064-000-0000-6402	AP	8.00	G 500 FOLDING	19037	Supplies	N
4246	Ye Ole Print Shoppe		8.00	1 Transactions			
2311	Ziegler Inc						
	03-330-000-0000-6565		708.45	PARTS	IN002270623	Repair/Maintenance & Operations	N
	64-390-000-0000-6565		106.14	938M LOADER PARTS	2265172	Repair/Maintenance & Operations	N

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<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	65-392-000-0000-6565		184.53	LF CAT LOADER PARTS	2274651	Repair/Maintenance & Operations N
	65-393-000-0000-6565		165.16	CAT LOADER PARTS	2260886	Repair/Maintenance & Operations N
	65-393-000-0000-6565		23.94	CAT LOADER PARTS	2272552	Repair/Maintenance & Operations N
	65-393-000-0000-6565		65.10	LOADER PARTS	2273432	Repair/Maintenance & Operations N
2311	Ziegler Inc		1,253.32	6 Transactions		
7024	Zimmel/Christopher Daniel					
	03-310-000-0000-6402		77.20	CLOTHING ALLOWANCE		Supplies N
7024	Zimmel/Christopher Daniel		77.20	1 Transactions		
Final Total			529,399.80	190 Vendors	575 Transactions	

BOARD COMMITTEE ASSIGNMENTS 2025

	Commissioner Delegate	Commissioner Delegate	Commissioner Alternate
AMC / MCIT (General)			
AMC Annual Conference Planning	xx	xx	xx
AMC Futures Committee	Lee		
AMC Education and Training	Lee		
AMC General Government Policy Committee	Willhite		
MN Counties Intergovernmental Trust Board of Directors/District 3	xx	xx	xx
MN Counties Intergovernmental Trust Board of Directors (Voting Delegate)	xx	xx	xx
DITCH / WATERSHED			
Judicial Ditch No. 60 Committee	Willhite	Holy	Reese
Middle-Snake-Tamarac River Watershed Advisory Committee	Holy		
One Watershed One Plan (Red Lake and Middle Snake)	Holy		
Red Lake County - Polk County Joint Ditch 1, 3, 66 Committee	Lee	Reese	
Red Lake County - Polk County Joint Ditch 64, 71 Committee	Willhite	Reese	Lee - 3rd Delegate
Polk-Red Lake County Ditch 2	Lee	Reese	Willhite - 3rd Delegate
Red Lake Watershed (formerly Clearwater Co.) - Polk County Judicial Ditch No. 72 Committee	Reese	Lee	Holy - 3rd Delegate
Red Lake River Corridor Joint Board	Lee	Holy - 2nd Delegate	
Red Lake Watershed Advisory Committee	Holy	Strandell	
Sand Hill Watershed District Advisory Committee	Reese		
Wild Rice Marsh River Watershed (**includes One Watershed One Plan)	Lee		
One Watershed One Plan District Policy Committee (Sand Hill Watershed)	Lee		Reese
ENVIRONMENTAL / SOLID WASTE			
AMC Environmental & Natural Resources Policy Committee	Reese		
Acquatic Invasive Species Task Force	Lee		
Six County Solid Waste Advisory Committee	Lee	Reese	
Household Hazardous Waste Advisory Committee (10 County HHW Joint Powers Board)	Lee		
Regional Solid Waste Advisory Board (Referenced to the Six County SW Advisory Committee)	Lee	Reese	
EPA - Local Government Advisory Committee (LGAC)	Lee		
EPA - Small Communities Advisory Committee (SCAS)	Lee		
HUMAN SERVICES / PUBLIC HEALTH			
AMC Health & Human Services Policy Committee	Lee		
County Board of Health	All Commissioners		
East Polk County Development Achievement Center Board	Lee		
Inter-County Community Council Board	Lee		
Polk County Providers (Senior Health Care)	Willhite		
Polk, Norman, and Mahanomen Community Health Board	Lee	Willhite	
Retired Senior Volunteer Program	Reese		
State Community Health Services Advisory Committee (SCHSAC)	Lee		
Social Services Board	All Commissioners		
Tri-Valley Opportunity Council	Willhite	Reese	
MISCELLANEOUS			
Crookston Downtown Task Force	Willhite	Reese	
East Grand Forks InterGovernment	Strandell	Holy	
Grand Forks-East Grand Forks Metropolitan Planning Org. (2 year term - Expires 1-31-24)	Strandell		Holy
Lake Agassiz Regional Library (Reese appointed 11/4/25, an alternate was not selected)	Reese		Reese
Land of the Dancing Sky Region 1	Reese		
MN Rural Counties Caucus	Reese		All Commissioners
NW Regional Development Commission Executive Board	Strandell		Reese
Down Payment Assistance Program (Loan Pool)	Reese		
Water Resource Advisory Committee	Lee		

BOARD COMMITTEE ASSIGNMENTS 2025

	Commissioner Delegate	Commissioner Delegate	Commissioner Alternate
POLK COUNTY (General)			
Building Committee	Willhite	Strandell	
Extension Service Committee	Lee	Willhite	
Finance Committee	Willhite	Lee	
Law Library Board of Directors	Holy		
Personnel Committee	Lee	Willhite	
Planning and Zoning Advisory Board	Chair		Vice Chair
Viewing Committee/Tax Forfeited (Sam, Mark, & Jon)	Reese		
NW Regional Transportation Coordination Council Advisory Board	Reese		
PUBLIC SAFETY			
AMC Public Safety Policy Committee	Strandell		
Drug Task Force	Strandell		Lee
Fosston Law Enforcement	Lee		
Hazardous Mitigation Committee	Strandell		
NW Emergency Communications Board	Strandell		Willhite
Public Safety Committee	Strandell	Willhite	
Tri County Corrections fka NW Regional Corrections	Strandell	Willhite	
911 Planning Commission	Strandell	Holy	
TRANSPORTATION / PUBLIC WORKS			
AMC Transportation & Infrastructure Policy	Reese		
MnDOT District 2 Area Transportation Partnership	Strandell		
NWRDC Transportation Advisory Committee	Strandell		
Parks Committee	Willhite	Reese	
Polk, Norman, Clay Agassiz Trail Advisory Committee	Lee		
Public Works/Transportation	Lee	Holy	

2026
POLK COUNTY BOARD MEETINGS
GOVERNMENT CENTER - 612 N. BROADWAY, CROOKSTON, MN
LEVEL 2 – COUNTY BOARD ROOM #234A

<u>DATE:</u>	<u>MEETING OPENS AT:</u>
January 6	8:00 a.m.
January 20	9:30 a.m.
February 3	8:00 a.m.
February 17	9:30 a.m.
March 3	8:00 a.m.
March 17	9:30 a.m.
March 24	8:00 a.m.
April 7	8:00 a.m.
April 21	9:30 a.m.
May 5	8:00 a.m.
May 19	9:30 a.m.
June 2	8:00 a.m.
June 16	2:30 p.m.
June 16	6:00 p.m. (Board of Review)
June 23	8:00 a.m.
July 7	8:00 a.m.
July 21	9:30 a.m.
August 4	8:00 a.m.
August 18	9:30 a.m.
September 1	8:00 a.m.
September 14	8:00 a.m. (Special Meeting)
September 15	9:30 a.m.
September 22	8:00 a.m.
October 6	8:00 a.m.
October 20	9:30 a.m.
November 3	8:00 a.m.
November 17	9:30 a.m.
December 1	1:00 p.m.
December 1	6:00 p.m. (Budget Hearing)
December 15	9:30 a.m.

Shenff's Report
January 2026

Paper Type(s)

	Totals
Child in Need of Protection or Services Petition; Petition for Child in Need of Protection or Service	1
Claim Affidavit; Affidavit of Identification; Small Claims Court Information	1
Conciliation Court Summons; Plaintiff's Statement of Claim	1
Conciliation Court Summons; Plaintiff's Statement of Claim; Notice of Remote Zoom Hearing	1
Eviction Summons; Eviction Action Complaint	3
Notice and Order for Summons, Examination, and Hearing; Other; Petition for Judicial Commitment	1
Notice of Filing Order; Domestic Abuse Order for Dismissal	2
Notice of Filing Order; Order Denying Petition for Ex Parte Harassment Restraining Order; Notice	1
Notice of Filing Order; Order Denying Petition for Order for Protection; Request for Hearing; Petition	1
Notice of Mortgage Foreclosure Sale	1
Notice of Redemption Rights; Notice of Mortgage Foreclosure Sale; Homestead Designation Notice	2
Notice of Remote Zoom Hearing; Order Denying Petition for Order for Protection; Petition for Order	1
Notice; Order for Hearing; Petition; Exhibit	1
Order Denying Petition for Order for Protection; Request for Hearing; Petition for Order for Protection	1
Order for Dismissal of Order for Protection	1
Order to Show Cause	1
Other; Notice; Financial Statement	1
Personal Well-Being Report; Notice of Remote Zoom Hearing; Bill of Rights for Persons Subject to	1
Plaintiff's Statement of Claim; Notice of Remote Zoom Hearing; Conciliation Court Summons	1
Request for Hearing; Petition for Harassment Restraining Order; Order Regarding Fee Waiver in	1
Statement of Rights; Notice of Remote Zoom Hearing; Citation	2
Subpoena	9
Subpoena in Civil Case (Command to Appear); Check	2
Subpoena; Letter	2
Summons Child in Need of Protection or Services Petition; Petition for Child in Need of Protection	2
Summons & Complaint	4
Summons; Complaint	11
Summons; Complaint; EXHIBIT A; EXHIBIT B; Homestead Designation Notice	1
Summons; EXHIBIT B; EXHIBIT A; Complaint	1
Summons; Scheduling Order; Notice of Remote Zoom Hearing; Juvenile Petition; Affidavit; Certificate	1
Summons; Scheduling Order; Order Appointing Guardian Ad Litem ; Notice of Remote Zoom Hearing	1
Writ of Recovery and Order to Vacate	1
Totals	61

Paid Services: \$2,616.62

No Charge Services: \$1019.24

Call Count by Call Category

For (Site)

Creation Date: 02/02/2026 08:19:49 AM

Grouping: Site

Date Range: 01/01/2026 12:00:00 AM - 01/31/2026 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non- Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non- Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
Total	2,238	675	1,563	0	02	974	56	1	6	439	45	00:00:04

Call Count by Call Category

For (Site)

Creation Date: 02/02/2026 08:19:49 AM

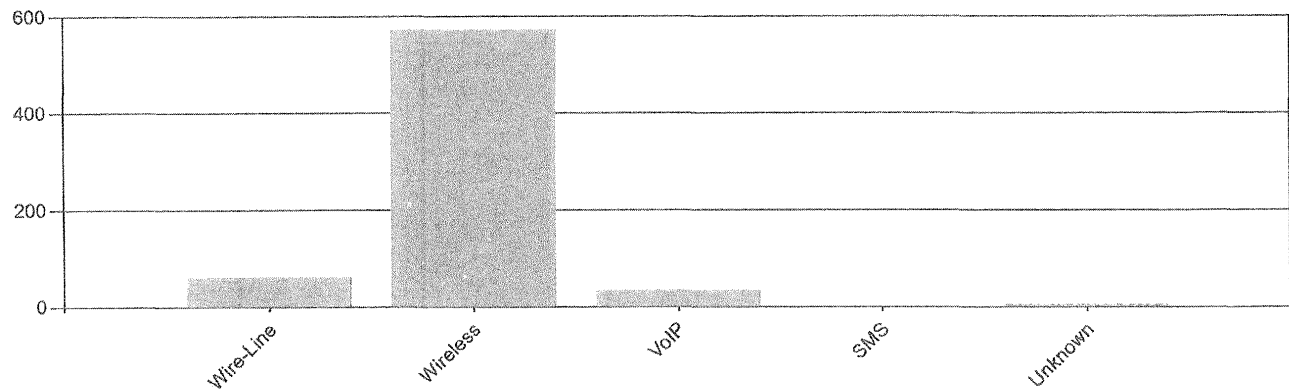
Grouping: Site

Date Range: 01/01/2026 12:00:00 AM - 01/31/2026 11:59:59 PM

Filter Criteria: Please, refer to the last page

Summary Chart

Call Count by Call Service (Emergency Incoming)



January
2026

POLK COUNTY SHERIFF'S OFFICE

Sheriff James Tadman

Chief Deputy Mike Norland

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

218.281.0431 • Fax 218.281.0401

James.Tadman@co.polk.mn.us

www.co.polk.mn.us

CFS By Month and Primary INC Code - PCSO only

Printed on February 11, 2026

Description	Totals	
Abandoned Vehicle	10	10
Alarm - Residential	5	5
Alarm Test	1	1
Animal Complaint	12	12
Animal - Lost and Found	1	1
Assault	5	5
Assist Other Agency	14	14
Attempt to Locate	1	1
Bank Alarm	2	2
Business Alarm	4	4
Child Protection Report	17	17
Civil Complaint	2	2
Civil Process	137	137
Damage to Property	5	5
Death - Hospice	1	1
Domestic Non-Violent	3	3
Domestic Violent	2	2
DUI Arrest	1	1
Emotional Distress	6	6
Fire Calls	1	1
Forfeiture	1	1
Fraud	6	6
FTA Complaint	2	2
Info/Tip	16	16
Intoxicated Subject	1	1
Juvenile Complaint	7	7
Medical	7	7
Medical - Lift Assist	1	1
Missing Person	1	1
Motorist Assist	73	73

Description	Totals	
MVC - Property Damage	16	16
Noise Complaint	1	1
Order Violation - DANCO, OFP, Restraining Order	2	2
Parking Complaint	3	3
Property - Lost and Found	2	2
Public Assist	25	25
Public Relations	1	1
Reckless Driver	3	3
Repossession	1	1
School Patrol	85	85
Sexual Assault	1	1
Special Detail	2	2
Stop Arm Violation	1	1
Suicide Threats	3	3
Suspicious Activity	3	3
Suspicious Person	1	1
Suspicious Vehicle	2	2
Theft	2	2
Threats	1	1
Traffic Complaint	11	11
Traffic Control	1	1
Traffic Hazard	1	1
Traffic Stop	88	88
Transport - Federal	8	8
Transport - Medical by Officer	2	2
Transport - Mental Health	2	2
Transport - MN Prison or Jail	5	5
Transport - Other	2	2
Transport - Out of State	6	6
Trouble Breathing	1	1
Unwanted Person	2	2
Vehicle Complaint	6	6
Verbal Dispute	1	1
Vulnerable Adult	1	1
Warrant	6	6

Description**Totals**

Welfare Check

16

16

Totals

659

659

December 2025

POLK COUNTY SHERIFF'S OFFICE

Sheriff James Tadman

Chief Deputy Mike Norland

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

218.281.0431 • Fax 218.281.0401

James.Tadman@co.polk.mn.us

www.co.polk.mn.us

CFS By Month and Primary INC Code - PCSO only

Printed on January 6, 2026

Description

Totals

Abandoned Property	1	1
Abandoned Vehicle	10	10
Alarm - Residential	4	4
Animal Complaint	9	9
Animal - Lost and Found	2	2
Assault	5	5
Assist Other Agency	13	13
Attempted Break-In	1	1
Business Alarm	9	9
Child Custody Complaint	2	2
Child Protection Report	5	5
Civil Complaint	2	2
Civil Process	138	138
Cold Exposure	1	1
Consent Search - Probation/Court	1	1
Conservations - Littering/Wildlife	3	3
** CREATED IN ERROR **	2	2
Damage to Property	3	3
Death - Hospice	3	3
Death Notification	2	2
Disorderly Conduct	1	1
Domestic Non-Violent	1	1
Domestic Violent	5	5
Drug Paraphernalia	1	1
DUI Arrest	1	1
Emotional Distress	11	11
Fight	1	1
Fire Calls	4	4
Fraud	8	8
FTA Complaint	1	1

Description	Totals	
Harassment	5	5
Hit & Run	1	1
Human Trafficking	1	1
Info/Tip	13	13
Internet Crimes	2	2
Investigations	1	1
Juvenile Complaint	5	5
Medical	4	4
Motorist Assist	54	54
MVC - Boat, ATV or Snowmobile	1	1
MVC Injury	5	5
MVC - Property Damage	20	20
Noise Complaint	5	5
Order Violation - DANCO, OFP, Restraining Order	3	3
POR Checks	21	21
Public Assist	15	15
Reckless Driver	5	5
School Patrol	57	57
Special Detail	1	1
Stop Arm Violation	1	1
Suicide Threats	1	1
Suspicious Activity	4	4
Suspicious Person	4	4
Suspicious Vehicle	6	6
Theft	5	5
Theft - Gas Drive Off	4	4
Threats	1	1
Traffic Complaint	8	8
Traffic Hazard	7	7
Traffic Stop	39	39
Transport - EMS	1	1
Transport - Federal	8	8
Transport - Medical by Officer	2	2
Transport - MN Prison or Jail	7	7
Transport - Other	3	3

Description	Totals	
Transport - Out of State	6	6
Trespass	2	2
Unwanted Person	2	2
Vehicle Complaint	3	3
Verbal Dispute	1	1
Vulnerable Adult	1	1
Warrant	4	4
Welfare Check	15	15
	2	2
Totals	606	606

Transport Log

Miles Comparison by Categories

2025	Total Miles	Medical Facility	Mental Health	In-State Prison	Out-State Prison	Other Counties	Medical Examiner	Federal Transport
January	5589	2	547	1927	673	852	0	1588
February	5563	1	145	1869	1835	193	0	1521
March	6386	3	496	2608	1923	641	0	715
April	6048	8	788	2320	1203	384	0	1345
May	5859	14	481	2409	1929	0	0	1027
June	5881	3	166	2333	1988	501	378	513
July	6985	0	559	2119	2885	506	0	916
August	5067	1	415	1775	1847	424	58	548
September	3710	3.2	0	2228	650	0	0	828
October	7331	0	1307	3020	1773	0	0	1231
November	8203	0	516	2669	3924	553	81	460
December	5573	0	533	1718	2184	762	0	377
Total	72195	35.2	5953	26995	22814	4816	517	11069

2026	Total Miles	Medical Facility	Mental Health	In-State Prison	Out-State Prison	Other Counties	Medical Examiner	Federal Transport
January	4856	2	543	2015	489	645	0	1161
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

January

Date:	Reason	Mileage	Deputy/Deputies	Medical	Mental Health	MN Prison/Jails	Out of state	ME	Federal	Other	Hours 1	Hours 2
2	USMS Fargo Court(Cancelled in route)	19	5004 & 5016						19		0.5	0.5
5	Prairie St. Johns to CBHH Bemidji	257	5032		257						5.25	
6	Grand Forks County 10-69	30	5005				30				1	
6	USMS Fargo Court	189	5003 & 5005						189		4.75	4.75
6	USMS to Lesmeister Dental	6	5019 & 5032						6		0.75	0.75
7	MCF St. Cloud & MCF Shakopee	620	5003 & 5019			620					11	11
8	RRVIC to NWMJC	182	5025							182	3.25	
8	USMS Fargo Court	181	5003 & 5005						181		4.75	4.75
9	USMS Fargo Court	190	5002 & 5003						190		4.75	4.75
10	Hennepin County 10-69	574	5002			574					11	
12	USMS Fargo Court	189	5003 & 5019						189		4.5	4.5
13	Return 1 to JRCC from Detainer & Grand Forks County 10-69 X2	370	5005				370				6	
13	Return Inmate from ER	0.7	5003 & 5010	0.7							1.5	1.5
14	USMS Prisoner Exchange Alexandria	329	5003 & 5005						329		6.5	6.5
14	RRVIC to Prairie Lakes Willmar	463	5002							463	7.5	
15	Grand Forks County 10-69	30	5005				30				0.75	
19	Clay County 10-69	145	5010			145					4	
21	MCF St. Cloud	473	5005			473					8.5	
21	USMS to Riverview	1.3	5003 & 5007						1.3		0.5	0.5
23	USMS to Riverview	1.5	5003 & 5029						1.5		0.5	0.5
23	Grand Forks County 10-69	29	5025				29				1	
23	Roseau County 10-69	203	5004			203					3.75	
26	Return Inmate from ER	1	5010 & 5024	1							1.5	1.5
27	USMS to Grand Forks County	55	5003 & 5030						55		1.25	1.25
30	Prairie St. Johns to CBHH Fergus Falls	286	5019		286						6	
30	Grand Forks County 10-69	30.3	5024				30.3				1.25	
31	Return Inmate from ER	0.7	5018 & 5032	0.7							1.75	1.75
Totals:		4855.5		2.4	543	2015	489.3	0	1160.8	645	103.75	44.5
Total Hours:											148.25	



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, Jody Beauchane, Emergency Manager

MEETING DATE: February 17, 2026

AGENDA ITEM:

1. Monthly Reports
2. 2024 Emergency Management Performance Grant

SUMMARY:

1. January Monthly Report
2. 2024 Grant Contract Agreement Amount \$19,995.00, Matching amount \$19,995.00

ACTION:

1. No Action
2. Motion and Approve 2024 Emergency Management Performance Grant



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2024 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2024-POLKCO-048
Grantee: Polk County 612 North Broadway Crookston, MN 56716	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2026
Grantee’s Authorized Representative: Polk County Sheriff’s Office / Emergency Management ATTN: Jody Beauchane – Emergency Management Director 600 Bruce Street Crookston, MN 56716 Phone: 218-470-8263 E-mail: jody.beauchane@co.polk.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 19,995.00 Matching Requirement \$ 19,995.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2024-EP-05011 State Funding: None Special Conditions None

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Drive NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2024 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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



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

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. A-EMPG-2024-POLKCO-048 / P.O. No. 3000105023

Project No: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2024 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:
Polk County

EXHIBIT A
A-EMPG-2024-POLKCO-048

Budget		
Budget Category	Award	Match
Organization		
EM Department Salary and Fringe Benefits	\$19,995.00	\$19,995.00
Total	\$19,995.00	\$19,995.00
Total	\$19,995.00	\$19,995.00
Allocation	\$19,995.00	\$19,995.00
Balance	\$0.00	\$0.00



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, Jody Beauchane, Emergency Manager

MEETING DATE: February 17, 2026

AGENDA ITEM:

1. New K9 and K9 Handler

SUMMARY:

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

ACTION:

1. No Action



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: February 17, 2026

AGENDA ITEM: TAX FORFEIT DEMOLITION PROJECTS - 2026

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 requirements for 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 \$20,000.
- 6) I did receive a bid for both projects which was \$40,000 for the scope of services needed, demolition feasibility study and engineering services before and during demolition on both Erskine and McIntosh buildings. It is staff's recommendation for proceeding with the Erskine project first then the McIntosh school building if the Erskine project succeeds.
- 7) Environmental Services staff estimates the total project cost will be \$300,000-\$650,000 depending on several unknowns at this time.

ACTION REQUESTED: INFORMATION ONLY/MOTION/RESOLUTION)

- 1) Discussion on next steps for Erskine Glass Thrift Shop demolition.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

February 8, 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.

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. Widseth will research how waste will be managed.
 - 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 \$7,500.00.
- 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



2/8/2026

Brent Dammann
Vice President

(date)

Owner Name
Title

(date)

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 Nolting & 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.

WIDSETH

ARCHITECTS • ENGINEERS
SCIENTISTS • SURVEYORS

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, treater, 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.**

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.

February 8, 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.

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. Widseth will research how waste will be managed.
 - 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 \$7,500.00.
- 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.

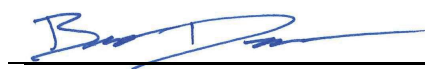
This proposal will remain valid for 45 days after the submission date. If you have any questions or would like to discuss any items in more detail, please call me directly at 701.765.8005 to address your concerns.

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



2/8/2026

Brent Dammann
Vice President

(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 Nolting & 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.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

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, treater, 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.**

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.



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: February 17, 2026

AGENDA ITEM: Environmental Services – Joint Solid Waste Hauling Contract (2026-2028)

SUMMARY:

1. Environmental Services department is seeking approval of the joint solid waste hauling contract that was awarded to allow Dukek Trucking, Inc to haul waste for Beltrami, Hubbard and Polk Counties. Beltrami County handles all the sealed bid proposals for this contract.
2. Dukek Trucking, Inc was awarded the sealed bid from Beltrami County which started on Jan 1, 2026 and in order for our E.S. department to be able to pay our portion of the bills on time, I am asking the Board of Commissioners for the contract approval.
3. The amount of the contract is based on a per mile rate which was \$2.56 in 2025. This contract was approved for a per mile rate of \$2.84 in 2026, \$2.86 in 2027, & \$2.88 in 2028.
4. Staff recommends approval of the contract so our accounting department can process payments on time for Dukek Trucking, Inc.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

Motion to approve/deny the 2026-2028 hauling contract to Dukek Trucking, Inc.

BELTRAMI COUNTY

REQUEST FOR PROPOSAL AND BID

BELTRAMI COUNTY HAULING CONTRACT
S.W.- 05 – TRAILER HAULING CONTRACT – 2026 - 2028

August 20, 2025

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STATE OF MINNESOTA

COUNTY OF BELTRAMI

REQUEST FOR PROPOSAL AND BID

BELTRAMI COUNTY TRAILER HAULING CONTRACT

PROPOSAL OF

Duke Trucking, Inc.
Name

23873 Timber Trail Dr Bemidji, MN 56601
Address

TO FURNISH ALL EQUIPMENT AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT AND PROPOSAL ON FILE AT THE BELTRAMI COUNTY SOLID WASTE OFFICE FOR:

PROJECT NO.: S.W. -05 – TRAILER HAULING CONTRACT – 2026-2028

LOCATION: BELTRAMI County Transfer Station-Bemidji
POLK County Solid Waste Resource Recovery Plant-Fosston
POLK County Landfill Complex - Gentilly
POLK County Transfer Station – Crookston
HUBBARD County North Transfer Station-Laporte, MN
HUBBARD County South Transfer Station-Park Rapids, MN

TYPE OF WORK: HAULING TRANSFER TRAILERS

START DATE: January 1, 2026 (Or Upon Award & Contract Execution)

COMPLETION DATE: December 31, 2028

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made on the bid form sheet in the proposal, and acknowledge any addendum issued on the back-cover sheet.

1. **NOTICE OF BELTRAMI COUNTY TRAILER HAULING CONTRACT INVITATION FOR PROPOSAL AND BID.**

BELTRAMI COUNTY AUDITOR-TREASURER

BELTRAMI COUNTY TRAILER HAULING CONTRACT: 2026-2028

NOTICE OF S.W.- 05: TRAILER HAULING CONTRACT - INVITATION TO BID

**STATE OF MINNESOTA
COUNTY OF BELTRAMI
OFFICIAL NOTICE OF BID LETTING
BELTRAMI COUNTY SOLID WASTE FACILITIES
TRAILER HAULING CONTRACT: 2026-2028**

BELTRAMI COUNTY will receive **SEALED BID PROPOSALS** for the **S.W.- 05: TRAILER HAULING CONTRACT: 2026-2028** until 1:00 p.m. on Thursday, September 11, 2025 at the Beltrami County Commissioners Conference Room in the Beltrami County Administration Building. Proposals received after 1:00 p.m. on Thursday, September 11, 2025 will not be considered, and will be returned to the bidder unopened. Proposals will be opened and read publicly at 1:00 p.m. on Thursday, September 11, 2025 by the Board of County Commissioners or their representative in the Commissioners' Conference Room at the Beltrami County Administration Building, located at 701 Minnesota Ave NW, Bemidji, MN 56601

Base Proposal – Work consists primarily of:

Daily trailer inspections, trailer greasing, tarping, weighing, and hauling walking-floor style transfer trailer(s) of various materials between Beltrami County's Transfer Station in Bemidji, Polk County's Transfer Station in Crookston, Hubbard County Transfer Stations in Laporte and Park Rapids, Polk County's MSW Landfill near Gentilly and the Resource Recovery Facility in Fosston and unloading containers as required.

No proposal may be withdrawn by any bidder for a period of sixty (60) days after the bid submittal deadline. Award of the contract by the County of Beltrami will consider, but not necessarily be limited by factors of price, equipment, experience of the contractor, familiar with the system, analysis and comparison of specification details, and past experience of the County with similar and related projects. This is a multi-county effort and the right is reserved to reject any or all bids, and to waive any irregularities or defects therein, and to award the contract to a party other than the lowest bidder if the interests of the County(s) would be best served thereby. The County Board further reserves the right to withhold final acceptance and award for a period not to exceed sixty (60) days from the date of the bid submittal deadline thereof to allow time for inspection of any bid. All bids shall be held firm until the award has been made.

Bids must be accompanied by certified check or corporate surety bond in favor of the County Auditor-Treasurer of Beltrami County for not less than 5% of the total contract bid as a guarantee that the bidder will enter into a contract with Beltrami County to furnish the equipment and services described in the proposal. The bid security shall be subject to forfeiture as provided by law.

Bid proposal forms can be picked up, at the Beltrami County Solid Waste Office at 751 Industrial Park Dr SE, Bemidji, MN 56601, Phone: 218-333-8105, or Email: kari.smith@co.beltrami.mn.us. Bid Packet will also be posted on the Beltrami County Website under Solid Waste.

2. PROPOSAL GUARANTY

PROPOSAL OF

Duke Trucking, Inc.
(name)

23873 Timber Trail Dr, Bemidji, MN 56601
(address)

The aforementioned party proposes to furnish and deliver all materials/services and/or equipment and to do and perform all necessary work, in accordance with this bid proposal, the contract and general provisions contained herein and as on file at the Beltrami County Solid Waste Office.

To the Board of County Commissioners of Beltrami County, Minnesota:

In accordance with the advertisement of the Beltrami County Solid Waste Director, inviting proposals for the BELTRAMI COUNTY TRAILER HAULING CONTRACT herein before named, and in conformity with the contract and general provisions pertaining thereto, on file at the Beltrami County Solid Waste office:

(I) (We) hereby certify that (I) (We) (am) (are) the only person(s); interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the sites of work and the contract form;

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased are to be performed at the unit prices shown on the attached schedule, and that at the time of opening bids, totals only will be read, but that comparison or bids will be based on the correct summation of item totals obtained from the unit prices bid.

(I) (We) propose to furnish all necessary machinery, equipment, tools, and labor and to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the proposal. (I) (We) further propose to perform all work in accordance with the Proposal in a good and professional manner. (I) (We) further propose to begin work and to prosecute and complete the same in accordance with the Starting and Completion Dates set forth in the Proposal.

(I) (We) further propose to do all Extra Work, which may be required to perform services as described in the proposal at unit prices or lump sums to be agreed upon in writing prior to starting such work.

(I) (We) agree that the certified check or bid bond, in the amount stated above and herewith enclosed, will be forfeited, not as a penalty, but in liquidation of damages sustained by the County for failure of the bidder to furnish and deliver all materials and/or equipment specified herein or comply with any other requirements agreed to herein.

(I) (We) further agree that the said certified check or bid bond, will be held by the County as security for delivery and acceptance of the proposal items.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

3. INSTRUCTIONS TO BIDDERS

- A. All bids must be written in ink or type-written in this proposal form.
- B. All bids must be enclosed in a sealed envelope and bear the inscription "Bid for Beltrami County Trailer Hauling Contract".
- C. Bids must be accompanied by certified check or bid bond payable to the Auditor-Treasurer of Beltrami County in the sum of five percent (5%) of the Total Contract Base Bid amount listed on **Line 2** of the Bid Form Sheet.
- D. All bidders are required to complete the Proposal Form Sheet that specifies what labor, services and equipment the bidder proposes to utilize to perform the work requested. Bidder shall place an 'X' in the blank to the left of the appropriate Proposal (top box).
- E. All bidders are required to complete the Bid Form Sheet listing unit prices for **Line 1**, and the Total Contract Base Bid on **Line 2**.
- F. A complete set of manufacturer's specifications and illustrations shall be submitted in duplicate with each bid describing the equipment to be used to perform the work described herein. Insufficient descriptive information may be cause for rejection of the bid.
- G. Bidder shall mean one who submits an acceptable proposal and bid directly to the County for the work described herein. Contractor shall mean the Bidder to whom a contract is awarded.
- H. To demonstrate that the Bidder possesses qualifications appropriate for the work, the County reserves the right to request written evidence, including but not limited to: previous work experience, present commitments, accident records, and insurance records to verify qualifications of the Bidder. Each bid must contain evidence of Bidder's qualifications to do business in the State of Minnesota or commitment to obtain such qualifications prior to award of the contract.
- I. Bidder shall indicate any and all Subcontractor(s) who will provide materials, equipment and/or labor to carry out the terms and conditions under which the Bidder formulates this proposal. The County reserves the right to reject any bid received should a Subcontractor(s) listed be unacceptable to the County.
- J. If the Bidder fails to execute and deliver the Contract Security and insurance certificates within thirty (30) days of notice of award, the County may annul the notice of award and the bid security may be forfeited.
- K. As a condition precedent to the award of contract, the bidder shall furnish proof of compliance with Minnesota Statutes Chapter 363, implementing the rules and regulations of the Minnesota Department of Human Rights.
- L. All blanks on the bid form sheet must be completed in legible ink or typed in. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to execute such Contract) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- M. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed in the space provided.
- N. Proposals and bids shall be submitted at the time and place indicated in the Official Notice and shall be enclosed in a sealed envelope marked with the project title and the name and address of the bidder, accompanied by the bid security and any other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notification "BID ENCLOSED" on the face of the envelope.
- O. The County reserves the right to disregard all nonconforming, nonresponsive, partial, or conditional bids. The County reserves the right to reject the bid of any Bidder if the County believes such action would be in the best interest of the County. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any group of numbers and the correct sum thereof will be resolved in favor of the correct sum.
- P. Prior to submitting a proposal and bid, it is the responsibility of each Bidder to:
1. Examine the Contract Documents thoroughly;
 2. Become familiar with Solid Waste Resource Recovery Incinerator in Fosston, Gentilly Landfill in Gentilly, and the Transfer Station in Crookston, Park Rapids, Laporte, Bemidji, and local conditions, including road restriction limits, hours of operation, weather, and traffic conditions;
 3. Have knowledge of Federal, State, County, and local statutes, regulations, and ordinances which govern the activities of the Contract and the work described herein;
 4. Notify the Solid Waste Director all conflicts, errors, or discrepancies which may appear in the Contract documents.

4. QUESTIONS/INVESTIGATIONS PRIOR TO AWARD

Before submitting a bid, each Bidder shall, at Bidder's expense, make or obtain any additional examinations, investigations, or studies pertaining to the work to be furnished in accordance with the time requirements and other terms and conditions of the Contract.

Submission of a bid shall constitute incontrovertible representation by the Bidder that Bidder has complied with every requirement of the request for proposal, and that the proposal and contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

All questions about meaning or intent of the request for proposal and contract are to be directed to Brian Olson, Solid Waste Director, 218-333-8278, or brian.olson@co.beltrami.mn.us. No oral or other interpretations or clarifications, other than written addenda to the proposal and/or the contract issued by the Solid Waste Manager will have binding legal effect.

Addenda may be issued by the Solid Waste Director. The Bidder must acknowledge receipt of such addenda in the spaces provided on the bid form sheet.

The County may conduct such investigations as the County deems necessary to assist in the evaluation of any proposal and bid and to establish the responsibility and qualifications of the Bidders.

I. DESCRIPTION OF THE FACILITIES

1. RESOURCE RECOVERY PLANT (INCINERATOR AND MATERIALS REMOVAL) – MPCA PERMIT NO. SW-640

The Incinerator located at 708 8th St NW in the Fosston Industrial Park in Fosston Mn 56542 which is located at the SE ¼ of the NW ¼ of the NW ¼ of Section 4, Rosebud Township, BELTRAMI Count, MN. Solid waste is processed in accordance with pertinent federal, state, and local statutes, regulations, and ordinances. The plant operates twenty-four (24) hours per day, seven (7) days per week. Phone: 218-435-6501

2. POLK COUNTY TRANSFER STATION – MPCA PERMIT NO. SW-327

The Transfer Station is located at 320 Ingersoll Ave in the Crookston Industrial Park in Crookston, MN 56716 which is located at the SW ¼ of the SE ¼ of the SW ¼ of Section 36, Lowell Township, Polk County, MN. The Transfer Station accepts various types of solid waste and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays from 7:00 a.m. – 7:00 p.m. and Tuesdays – Fridays from 7:00 a.m. – 5:30 p.m. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-281-6445

3. POLK COUNTY LANDFILL – GENTILLY, MN – MPCA PERMIT NO. SW-124

The Landfill Complex is located at 15764 270th St SW which is approximately 1 mile north of U.S. Hwy #2 off Co. Rd. #46. The Landfill Complex entrance is approximately 10 miles east of the City of Crookston and located in the E ½ of the SW ¼ of Section 26, Gentilly Township Section 26, Polk County, MN. The Landfill Complex is composed of a mixed municipal solid waste (MSW) landfill, an ash monofil (Ash), a demolition debris landfill (Demo) and source separated organic compost facility (Compost) located on 360 acres in Section 26 of Gentilly Township. The Polk County Landfill is open Monday – Friday from 8:00 a.m. – 4:00 p.m. All inbound loads of materials shall be delivered to the appropriate location as instructed by the Landfill Operator on duty and said loads shall be unloaded a minimum of 30 minutes before close of normal operational hours. Phone: 218-289-2384

4. BELTRAMI COUNTY TRANSFER STATION – BEMIDJI, MN – MPCA PERMIT NO. SW-587

The Transfer Station is located at 751 Industrial Park Dr SE, Bemidji, MN 56601 which is located at Section 22, T146N, R33W, Bemidji Township, Beltrami County, MN. The Transfer Station accepts various types of solid waste and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays through Friday from 8:00 a.m. – 5:00 p.m. and Saturdays 8:00 am to 2:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-755-1440.

5. HUBBARD COUNTY SOUTH TRANSFER STATION (PARK RAPIDS) – MPCA PERMIT NO. SW-318

The Transfer Station is located at 812 Henrietta Ave in Park Rapids, MN 56470, which is located at the NE 1/4 of the SW 1/4 of Section 30, Henrietta Township, Hubbard County, MN. The Transfer Station accepts various types of solid waste, organics and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays through Friday from 7:30 a.m. – 5:00 p.m. and Saturdays from 7:30 am to 3:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-732-9568.

6. HUBBARD COUNTY NORTH TRANSFER STATION (LAPORTE) – MPCA PERMIT NO. SW-315

The Transfer Station is located at 41304 US HWY 71 in Laporte, MN 56461, which is located at the NW 1/4 of the SW 1/4 of Section 28, Guthrie Township, Hubbard County, MN. The Transfer Station accepts various types of solid waste, organics and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays, Tuesdays, Fridays, and Saturdays from 7:00 am to 5:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-224-2100.

II. RESPONSIBILITIES OF THE CONTRACTOR

As indicated in their proposal and bid, the Contractor agrees to do all work, to provide all personnel, and as a minimum requirement, suitable trucks and equipment, including 'walking floor'-type transfer trailers if a part of their proposal, for hauling Materials between the Transfer Stations, the Incinerator and the Landfill as described above, to provide back-up equipment in the event of breakdown, and to transport materials in accordance with applicable state, federal, and local statutes, regulations, and ordinances, and as described below:

Under average operating conditions, it is estimated that the Contractor will report for duty daily (five days per week (Monday-Friday)) and haul an average minimum of ten (10) Trailer loads of Materials per day to the Incinerator or Landfill, as determined by the County(s), or designated Representative. Occasionally, multiple trips of Materials will be required to be made in any given day, especially on work days preceding or immediately following holidays or scheduled downtimes. The number of loads to be hauled on any given workday will be up to the County(s) to determine and is dependent upon the volume of waste delivered to each facility and the operations at each facility. If needed Contractor maybe asked to haul Saturdays which would be at the County(s) discretion and approval.

Contractor shall be responsible to ensure that each load to be hauled has been properly tarped and the load's inbound/outbound weights are recorded at the appropriate facilities truck scale (if available) no earlier than 30 minutes after operational opening hours and no later than 30 minutes before operational closing hours. Trip requirements will vary from summer to winter and with the number of Materials being processed. The Contractor will monitor the daily operation. Trailers must be hauled to the facility directed by the County(s), or Representative and emptied at the appropriate location at that facility.

Contractor's Primary Responsibilities include: Having Contractors tractor and County Trailers ready for hauling, arrival at specified time, position Trailer for Material loading, tarp Trailer when full, hauling full Trailer from loading point to final destination, un-tarp Trailer, unload all Material from Trailer at said destination at the appropriate location thereof, gain access to solid waste facilities when attended, timely delivery, and proper scheduling to make sure an empty Trailer is available. It is the responsibility of the Contractor to have knowledge of the operating procedures at each facility, facility phone numbers to provide services in a timely manner and to coordinate services in conjunction with the County's activities.

Contractor shall provide driver and or dispatch phone numbers to all County Facilities that are found in Section I of this proposal.

All outbound loads leaving Beltrami, Hubbard, and Polk County facilities must be properly weighed out by the Contractor on the truck scale at the facility (if available), and accurate weight slips maintained accordingly. Contractor shall not leave facility until payload is approved by the County, up to the legal gross weight limit. The party who loaded the trailer shall be responsible for adjusting material loads to comply with road weight restrictions if requested by the contractor. The County will not be responsible for overload violations. The Contractor will be required to weigh all inbound/outbound loads delivered to Polk County disposal facilities. The Contractor will be issued cards at some facilities for use at some facilities and will bear the cost of replacement cards in the event of loss or damage to any card. The cost is \$25.00 for each card replaced. It will be the Contractor's responsibility to maintain these cards in a safe location and to use the card for each load being hauled.

The Contractor shall be responsible to maintain a daily logbook which shall include route forms provided or approved by the County which, at a minimum, shall include: Date, time and location of each outbound and inbound load, the type of material hauled, and miles traveled. These will be used to verify the invoice and ensure most efficient and economical routes were used to provide service.

The Contractor is responsible for all liability related to the work proposed under the proposal and contract.

1. DESCRIPTION OF EQUIPMENT

All equipment shall be in conformance with all Federal, State, County, and local statutes, regulations, and ordinances always when performing services as described in the Contract. The gross vehicle weight of the loaded truck may not exceed eighty thousand (80,000) lbs. except as allowed by applicable state and federal regulations.

The Contractor shall submit a written description of all equipment to be used for the performance of services described in this agreement, including serial and identification numbers, proof of ownership, Copy of DOT Inspections, year of manufacture, name and model, capacity, and dimensions prior to the start of operation. This information shall be provided in writing within 7 days of the notice of award.

All equipment upon which the Contractor's bid is predicated shall be in good repair and working order, and capable of doing all portions of the services required. Contractor shall identify back-up equipment to carry out the primary duties proposed. Back-up equipment shall be either their own or that for which they have arrangements in place in the event of equipment breakdown.

2. COORDINATION OF TRANSFER TRAILER

The County shall furnish a minimum of Ten (11) 'walking floor'-type transfer trailer 48' or more in length, for use by the Contractor to haul Materials from the Transfer Stations to the Landfill and Incinerator, and as needed from the Incinerator to the Landfill or Transfer Station. The Contractor will be required to Haul a minimum of five (5) loads for Beltrami County, four (4) loads for Hubbard County, and one (1) Load for Polk County, at a mutually agreeable time each day, to be loaded with Materials by County with County-owned equipment from January 1, 2026, to December 31, 2028. Due to variable volumes of Materials received at the Transfer Station, periodically the Contractor may be required to haul more loads of Materials to the Incinerator or Landfill, as needed. Due to variable volumes of Materials received at the Incinerator, the Contractor may be required to haul Materials from the Transfer Station to the Landfill or conversely haul Materials from the Incinerator to the Landfill. The Contractor shall coordinate with the County(s) on an on-going basis to determine hauling needs for each day of operations.

<u>LOCATION</u>	<u>NUMBER</u>
BEMIDJI TRANSFER STATION	<u>Base</u>
Walking-floor Transfer Trailer (Furnished by County)	(11)

3. OPERATING LOG

The Contractor agrees to maintain accurate records of the date and time container hauled, container number hauled, container origin/destination, container weights, miles hauled, and the container numbers hauled. The County shall require said submittal of information on forms provided by the County or Contractor and to make available other information which the County may request pertaining to characteristics of the loaded transport vehicles provided by the Contractor. A copy of those forms relating to the routes run during the billing period shall be submitted with the invoice for that billing period. Each trip the Trailer must be weighed unless otherwise directed by the Solid Waste Manager.

4. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor because of this contract is governed by the Minnesota Statutes Chapter 13, as amended by the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

5. INSPECTION

The Contractor shall inspect the Trailer prior to each shipment to reasonably ascertain that transport of the Trailer can be made safely and without damage to persons or equipment.

The Contractor agrees to give the County the right of free inspection of all equipment used or supplied by the Contractor to perform services under this agreement. Said inspection may occur at any time upon request by the County. Nothing in this section shall in any way limit or impair inspection rights of governmental units pursuant to applicable state or federal laws, ordinances, statutes, or regulations. Furthermore, the Contractor agrees to perform any repairs deemed necessary by the County at Contractor expense.

6. PAYMENT BY CONTRACTOR TO AGENTS OR ASSIGNS

The Contractor agrees to pay all persons assigned by Contractor to furnish services, labor, or material incident to the performance of this Contract, and to provide upon request by the County, satisfactory evidence that said person or persons have been paid in full. Upon default or delinquency of Contractor in making such payment, said person or persons may, at the option of the County and upon demonstrating, after serving written notice upon Contractor that said payment has been wrongfully withheld by Contractor, be first paid out of amounts due to Contractor, its agents, or assigns, before any part thereof is paid to Contractor, and deducted from any remaining balance due Contractor.

7. NOTIFICATION

The Contractor shall advise the County of any modification or replacement of equipment within twenty-four hours of making such change and notify the County immediately upon discovery of any occurrence which would reasonably be expected to result in a significant change in Contractor's performance of services under this agreement, including but not limited to changes affecting Contractor's insurance, malfunction of Contractor's equipment, inability of Contractor to provide personnel, loss or destruction of documents required of Contractor under provisions of this agreement, or amendments or revisions to existing federal, state, county, and local statutes, regulations, or ordinances which pertain to the Contractor's operation.

8. CONDUCT AT COUNTY FACILITIES

The Contractor accepts responsibility for conduct of Contractor's personnel, agents and assigns at all County Solid Waste Management facilities. Any conduct by said persons which is in violation of this agreement or in violation of directives issued by the County may be cause for termination of this agreement. Any personnel, agents or assignees of the Contractor found to be unsatisfactory to the County for reasons related to performance, conduct, other actions, or reasons which are contrary to the goals of the County shall be reported to the Contractor. If the Contractor is unable to resolve the matter to the satisfaction of the County it shall be cause for the Contractor to replace said personnel, agents, or assignees.

9. MAINTENANCE AND SPARE EQUIPMENT

The Contractor shall maintain and pay the costs of repair for those vehicles and equipment which the Contractor owns and operates to provide services under this agreement. It shall be the Contractor's responsibility to provide back-up equipment as needed in the event of vehicle or equipment malfunction of any other causes which might result in the loss or use of equipment required under this agreement.

The Contractor will inspect Transfer Trailers each time they are used, check for new damage when emptied (Free of Debris), and perform preventive maintenance when required: (Grease, Air Tires, and Wash Trailers). If preventative maintenance is not performed on a routine basis the contractor shall be charged \$750 every time a trailer shows that it has not been taken care, which can cause excessive wear, and safe operation of the trailer. It is up to the contractor to come up with a process to ensure drivers are performing the required preventative maintenance tasks on the County owned trailers.

If discrepancies/corrective actions are found or Contractor needs emergency service due to a trailer Malfunction, the Contractor will use one of the Service Centers Listed below or call one of the County Facilities listed in Section I of this agreement:

Beltrami County Solid Waste, located at 751 Industrial Park Dr SE, Bemidji, MN 56601, Phone: 218-751-0817

Todd's Tire Service Inc, located at 27139 170th Ave SW, Crookston, MN 56716, Phone: 218-281-1802

Steve's Tire Service, located at 19139 Easy Drive, Park Rapids, MN 56470, Phone: 218-252-0715

10. OTHER REQUIREMENTS

The Contractor herein acknowledges that the County has the right under this agreement to request that Contractor remain on premises to await preparation of Trailer for shipment. The Contractor further acknowledges that the County has the right to require Material loads to be delivered to any of sites specified (referenced in Section I. Description of Facilities - Subpart 3.) as necessary. Under no circumstances shall Contractor be compensated for preparation, delay, breakdown, or any occurrence which might cause Contractor to remain at either of the County's Solid Waste Management facilities beyond the time necessary for Contractor to load/empty contents of trailers therein and depart therefrom.

The Contractor agrees to the County's undisputed right of retention of services and shall arrive and remain at County owned facility when so requested by County.

Cooperatively work toward expansion of the contract if needed on mutually agreeable terms for things adding hauling requirements like Biochar, Compost, and Construction Debris.

III. RESPONSIBILITIES OF COUNTY(S)

The County bears no responsibility towards the Contractor to ensure that the aforementioned Solid Waste Management facilities will be in operation at any specified time in the future. The County shall have the right, without liability to the Contractor, to reduce or discontinue service at one or more of the above facilities for purposes of inspection, maintenance, repairs, replacement, construction, installation, removal, or alteration of equipment.

During such inspection, maintenance, repairs, replacements, construction, installation, removal or alteration of equipment, the Contractor herein acknowledges that the County may adjust the number of loads to be hauled by Contractor and origins and destinations thereof. The Contractor shall be compensated for their work to haul Materials to the alternate site. The County shall inform the Contractor of the estimated length of any interruption and will give as much advance notice as possible for planned shutdowns.

Depending upon how the proposal is specified, the County shall maintain, service and repair its equipment as needed due to wear from normal use for its intended purpose. Repairs for damage to County owned equipment arising out of Contractor's accident, abuse or negligence shall be the responsibility of the Contractor. Furthermore, unless otherwise specified in a proposal, the County shall provide the labor necessary to load Materials into the Trailer, and work with the Contractor to adjust Material loads as needed to the satisfaction of the Contractor.

The County further agrees to:

1. Compensate Contractor for services performed under this agreement according to the unit price set forth in the Proposal and Bid Form Sheet, a copy of which is attached here to and incorporated by reference;
2. Provide Contractor with right of access to County Solid Waste Management Facilities, during normal operational hours, at no charge to the Contractor, including use of County scales for County Business;
3. Maintain the County's Solid Waste Facilities and equipment in good operating condition, and repair said facilities and equipment as is necessary to ensure Contractor's safe and efficient performance of services under this agreement;
4. Promptly notify the Contractor of any occurrence which would reasonably be expected to result in a significant change in Contractor's performance of services under this agreement including, but not limited to, factors affecting site conditions, malfunction of County equipment, or amendments or revisions to existing statutes, regulations, or ordinances which pertain to the County's operation of Solid Waste Management facilities.
5. County shall maintain and pay the costs of repair of County Owned equipment which the Contractor operates, unless maintenance or repair cost is due to negligence.

IV. GENERAL PROVISIONS

1. TERM OF CONTRACT

This Contract shall commence January 1, 2026, and expire December 31, 2028.

Option to Extend the Term of the Contract

The County may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the County gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the County to an extension. The total duration of this contract, including the exercise of any option under this clause, shall not exceed 24 months.

2. BILLING

The Contractor shall provide to the County a monthly invoice to be submitted along with operator's log reports, and fuel receipts within 30 days of the end of the billing period. The County shall remit payment to the Contractor within 30 days of receipt and approval of the invoice.

3. RELEASE AND INDEMNITY

The Contractor agrees to assume all risk of loss and to indemnify and hold the County, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons, loss of life, and for loss or, damage to, or destruction of property arising out of or in connection with the services performed by the Contractor under this agreement of in connection with the operations of the Contractor.

4. INDEPENDENT CONTRACTOR CLAUSE

It is always understood and agreed that the Contractor during the performance of the services provided hereunder is an independent contractor and is not an employee of the County for any purpose. This agreement shall not be construed to find the Contractor or any employee or agent of the Contractor to be an employee of the County and neither the Contractor nor the Contractor's employees, agents and assistants shall be entitled to any of the rights, privileges, or benefits of employees of the County including, but not limited to, worker's compensation, health/death benefits, and indemnification for third party person injury and property claims.

5. INSURANCE

The Contractor shall carry and maintain in full force and effect and provide the County with a photocopy of such insurance as will protect the County against risk of loss or damage and against all claims which may arise or result from the Contractor's performance of services under this Agreement. The Contractor shall, to the extent commercially available, cause to be procured and continuously maintained for the duration of this Agreement insurance as follows:

1. Workers' compensation insurance within the statutory limits of the workers' compensation laws of the State of Minnesota;
2. Comprehensive general/automotive liability insurance covering operations of the Contractor, including hazards of operations (including explosion, collapse and underground coverage), independent contractors, employees as additional insured and personal injury and property

- insurance coverage for claims arising out of the operation of the Contractor, and for personal and bodily injury (including death) and property damage (broad form, including completed operations, including use of County owned equipment) in policy limits of not less than \$1,000,000 combined single limit occurrence and \$2,000,000 aggregate;
3. Excess or umbrella liability insurance to provide limits of insurance more than the employer's liability, comprehensive general liability, and automobile liability policies for not less than \$1,000,000 combined single limit for personal injury and property damage, including county owned equipment;
 4. All insurance required in this Agreement shall be taken out and maintained with responsible insurance companies qualified and licensed under the laws of Minnesota. The County will be named by the Contractor as an additional insured to the full extent of the insurance coverage required under this Agreement.

5. COMPLIANCE WITH LAWS

The Contractor shall employ and direct such personnel as it requires to perform said services; shall secure any and all insurance, permits, licenses and training as may be required in order to perform the services herein contemplated; shall exercise full and complete authority over its personnel (including appropriate training for provision of services herein); shall comply with all workers' compensation, employers' liability and other Federal, State, County and municipal laws, ordinances, rules and regulations required of an employer performing services as described under this Agreement; and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any Federal, State, County or municipal law, ordinance, rule or regulation.

6. PERFORMANCE BOND

The Contractor shall provide a performance bond with a corporate surety licensed to do business in the State of Minnesota in the sum of the Contractor's full bid amount, as bid on the Bid Form Sheet (pg. 27), conditioned upon the complete and satisfactory performance of work as described in this proposal and any addenda thereto. A contract for the work described herein shall not become effective until such a bond has been delivered to the County and approved as to form and execution by the County Attorney. The agreement shall be subject to termination by the County at any time if the performance bond shall be canceled or the surety thereon relieved from liability for any reason. In the event of a cancellation by the surety, the notice of such cancellation shall be served by the surety upon the County in the manner of service of a summons and complaint as provided by the Minnesota Rules of Civil Procedure.

If a bond, as described above, should be submitted by the Contractor for a term of less than the full term of the Agreement, said bond shall not be less than two (2) years. Prior to, but not less than 3 months before the last year of the bond in force, the Contractor shall submit a new bond in the full bid amount as specified above, which covers the balance of the term of the Agreement.

This Agreement shall be terminated because of such cancellation unless, within 30 days after service of a notice of cancellation, the Contractor files with the County a similar bond approved by the County Attorney to be effective for the balance of the contract period.

The Bond shall be delivered to the County Auditor/Treasurer within 21 days of notice of award and shall remain in effect until the expiration of this agreement.

In the event of default due to actions of the Contractor and not because of an Uncontrollable Circumstance as described in Section IV.7, the County may obtain services necessary to perform the work described herein from

individuals or firms other than the Contractor and may use the proceeds of the performance bond to pay for the cost of those services.

7. UNCONTROLLABLE CIRCUMSTANCE

An uncontrollable circumstance shall be considered the occurrence or non-occurrence of acts or events beyond the reasonable control of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance, including but not limited to the following:

1. Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonable anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions not directly related to the processing of municipal solid waste;
2. The adoption of or change in any Federal, State, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of the Agreement. A change in Federal, State, local or any other tax law or any interpretations thereof shall not be considered an Uncontrollable Circumstance;
3. A suspension, termination, interruption, denial, or failure or renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance, or reconstruction of one of the County Solid Waste Management facilities.
4. An Order and/or judgement of any Federal, State, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgement shall not constitute or be construed to constitute a willful or negligent action or inaction of such party;
5. In the event of an Uncontrollable Circumstances, the inability or delay in the performance of any of the provisions of this Agreement by the Contractor shall be excused; provided, however, that the Uncontrollable Circumstance is not caused by the Contractor.

8. DISCHARGE OR SPILL OF MSW, LEACHATE OR OTHER MATERIALS

If Contractor should spill or discharge any Waste, leachate or other materials while transporting such Materials, such an accident shall be promptly reported to the County and any other public entity required to receive notice of such an occurrence. The Contractor shall solely be responsible for any damages and cleanup that may result from such an occurrence, and shall hold harmless and indemnify the County thereon, unless caused by malfunction of County's equipment.

Furthermore, the Contractor is responsible for retrieval, cleanup, and proper disposal of any of the Materials released from trailer during transport of Materials by Contractor.

9. DEFAULT AND WAIVER

The Contractor assumes the risk of all conditions, foreseen, and unforeseen, and agrees to complete all work required under this agreement. Waiver of any breach or default shall not be deemed to be a waiver of any

subsequent break or default. Waiver of breach of any provision of this agreement shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by an authorized representative of the Contractor, and upon resolution by the BELTRAMI County Board of Commissioners.

The waiver of any rights and/or obligations under the terms of this Agreement shall not constitute a waiver of any rights and/or obligations in respect to any subsequent breach or default of the terms of this Agreement.

Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor shall have 5 days after receipt of notice from the County to cure the following conditions of default:

1. The Contractor fails to provide services required under this agreement within the specified time;
2. The Contractor is in such financial condition to limit its ability to perform services under this Agreement in a timely and effective manner;
3. The Contractor fails to comply with any of the provisions of this Agreement.

If the Contractor fails to cure the specified condition within the prescribed period of time, then the County may, upon written notice, terminate all or any part of this Agreement.

10. TERMINATION

This Agreement is effective upon the date of execution and may be terminated by either party upon 90 days written notice. Termination shall become effective 90 days after receipt of said notice. Notice of termination shall state the reason or reasons for termination of the Agreement by the party requesting such termination. A request for termination not based upon mutually agreeable terms and conditions shall require that both parties meet in good faith and attempt to eliminate or ameliorate problems to allow the Agreement to remain in effect.

11. NOTICE AND AUTHORIZED REPRESENTATIVES

1. Notices

All notices or communication required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the County and the Contractor, certified mail, return receipt requested, at the following address:

County: Thomas Barry
Beltrami County Administrator
Beltrami County Administration Building
701 Minnesota Ave NW
Bemidji, MN 56601

Contractor: Dukek Trucking, Inc.
23873 Timber Trail Dr.
Bemidji, MN 56601

12. SURVIVAL

The representations, warranties, covenants, and indemnities of the Contractor under this Agreement shall survive the execution and termination of the Agreement.

13. NON-ASSIGNABILITY CLAUSE

1. The Contractor shall not assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment of novation, without the prior written consent of the County;
2. The County reserves the right to assign any interest in the Agreement to a duly established County waste management district or other duly established government entity.

14. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following, no person shall, on the ground of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

15. ALTERATION CLAUSE

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after having been reduced to writing, approved by the County Board of Commissioners and County Attorney, and duly signed by the authorized representatives of the Contractor and the County.

16. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary of law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

18. INTERPRETATION ACCORDING TO MINNESOTA LAW

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

19. ENTIRE AGREEMENT CLAUSE

This Agreement, amendments, and exhibits hereto shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

V. COMPENSATION

The County shall provide compensation to the Contractor according to the unit price listed on the bid form sheet and accepted at the time of award.

It is understood that the term "empty" as used in this section refers to a condition of the trailers in which no Materials, or negligible quantities thereof, are found in the trailers, and unless identified specifically as empty, trailers shall be assumed to contain no more than twenty (20) tons, or the legal load limit, whichever is greater.

I. BASIC SERVICES

(NOTE: The items listed below by number correspond to the items included in the bid form sheet. Please examine both the item and description of work to ensure that your bid represents the proper amount for the work requested.)

BASE BID – CONTRACTORS’ PRIMARY RESPONSIBILITIES

1. Require County to provide and load Trailer for transporting Materials. Hauling of Materials from Transfer Station to either the Landfill or Incinerator, and unload Trailer at the facility chosen by the County, in accordance with the Contractor’s Primary Responsibilities. When requested by the County, hauling of Materials from the Incinerator to the Landfill or Transfer Station and unload Trailer as required.

II. ESCALATION OF RATES

There will be no escalation of rates during the entire term of this contract.

III. BILLING & FUEL SURCHARGE

Hauling Billing Unit: the County and the Contractor hereby agree that the billing unit for reimbursement of hauling services shall be on a per-mile basis. The miles to be billed for these hauling services provided under this Agreement shall be as set forth in Subdivision A (below) regardless of the actual route the hauler should elect to take in the execution of the services provided.

A. The County and Contractor agree that for the purposes of billing and calculating the fuel surcharge, the average miles per each hauling event are as follows:

<u>ROUTES</u>	<u>DISTANCES</u>
Beltrami County Transfer Station to MRF (Fosston)	49 Miles
Beltrami County Transfer Station to Gentilly Landfill	86 Miles
Polk County Transfer Station to MRF	46 Miles
Polk County Transfer Station to Landfill	12 Miles
Polk County Incinerator to Landfill	35 Miles
Hubbard County Transfer Station (Park Rapids) to MRF	73 Miles
Hubbard County Transfer Station (Park Rapids) to Landfill	107 Miles
Hubbard County Transfer Station (Laporte) to MRF	59 Miles
Hubbard County Transfer Station (Laporte) to Landfill	93 Miles

Diesel Fuel Rates: The County and the Contractor hereby agree that a diesel fuel surcharge (FS) shall be calculated for the term of the Agreement, which fuel surcharge shall be calculated as hereinafter provided.

B. For the purpose of calculating the fuel surcharge (FS) the County and the Contractor agree as follows:

- a. The Contractor's trucks used for hauling under the terms of the Agreement average five (5) miles per gallon of diesel fuel.
- b. The base fuel price (BFP) for diesel fuel is set at **\$3.80 per gallon**.
- c. The actual fuel price (AFP) determined by taking an average of the Cost Per Gallon from the fuel receipts submitted for the billing period and listed on the Invoice.
- d. The fuel surcharge adjustment factor (FF) is calculated by dividing the difference in the base fuel price (BFP) and the actual fuel price (AFP) by five miles per gallon (5 MPG).
(i.e. $FF = (AFP - BFP) / 5 \text{ MPG}$)

C. The fuel surcharge (FS) for each month will be calculated by multiplying the fuel surcharge adjustment factor (FF) times the total number of miles per month (TMM) travelled during the execution of this Agreement as appears on the monthly invoice.

D. The County and the Contractor agree that the fuel surcharge will be calculated at the end of each month and an adjustment will be made to the monthly billing statement provided by the Contractor to the County for payment. The County and the Contractor agree that if the calculation of the fuel surcharge results in a negative number, then the monthly billing statement will be debited for the amount of the fuel surcharge. Conversely, the County and the Contractor agree that if the calculation of the fuel surcharge results in a positive number, then the monthly billing statement will be credited for the amount of the fuel surcharge.

E. The County and Contractor agree that for the purposes of calculating the fuel surcharge each month, the TMM shall be derived from those specified in Section III A.

VI. ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorization representatives as of the day and year indicated.

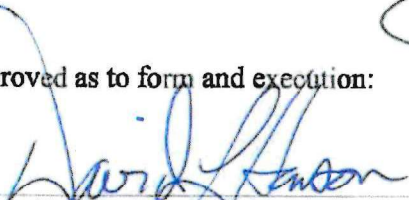
Dated: 10.7.25

COUNTY OF BELTRAMI

By 
Chairman, Beltrami County
Board of Commissioners

And 
Beltrami County Administrator

Approved as to form and execution:


Beltrami County Attorney

CONTRACTOR:

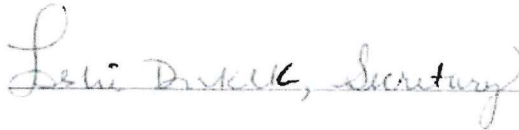
Dukek Trucking, Inc.

Dated: 9-8-25

By  - Joe Dukek, President

And  - Leslie Dukek, Sec/Treas

Approved as to form and execution:

, Secretary

VII. RECEIPT OF ADDENDA & EXECUTION OF PROPOSAL

Addendum 1 - Dukek Trucking Info
Addendum 2 - Bid Bond

RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signed _____

Enclosed herewith find (certified check) in the amount of five percent (5%) of the total contract bid made payable to the County Treasurer of said County as a proposal guarantee which it is agreed by the undersigned will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned.

EXECUTION OF PROPOSAL

This proposal dated the _____ day of _____, 2022.

Signed: _____ P.O. Address _____ as an individual.

Signed: _____ P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership

NAME

BUSINESS ADDRESS

Dukek Trucking, Inc

23873 Timber Trail Dr

Bemidji, MN 56601

Signed: Leslie Dukek, for Dukek Trucking, Inc. a corporation,
incorporated under the laws of the State of Minnesota

Name of President Joseph Dukek Business Address 23873 Timber Trail Dr Bemidji, MN

Name of Vice-President Joseph Dukek Business Address Same

Name of Secretary Leslie Dukek Business Address Same

Name of Treasurer Leslie Dukek Business Address Same

VIII. INSTRUCTIONS FOR PROPOSAL FORM & BID FORM SHEET

The intent of this bid format is to gain savings on behalf of the County when there is work awaiting the Contractor when they arrive at a given destination on a paid haul. Depending upon how the Bidder specifies their proposal, at a minimum the Contractor should anticipate the driver will need to wait on-site at either Crookston, or Fosston for materials to be reloaded into the Trailer for a backhaul once the materials that were in the Trailer have been completely unloaded.

Hauling of Fluff materials from the Incinerator to the Landfill will likely be sporadic, initially occurring in relation to Incinerator plant maintenance outages, holidays or during seasonal peaks. Long-term, efforts are underway which would allow for additional waste processing at the Incinerator which may increase the frequency and regularity by which Fluff materials would be hauled from the Incinerator plant to the Landfill.

IX. PROPOSAL & BID FORM SHEET

Proposal & Bid Form Sheet

The Bemidji Transfer Station is assumed to be the starting point for the beginning of any route. There are four (4) locations as part of this bid proposal which serve as points of origin/destination. Those locations are the Beltrami County Transfer Station, Hubbard County Transfer Stations referred to as the North (Laporte) and South (Park Rapids) Transfer Stations, and Polk County facilities referred to as the Polk Transfer Station, Landfill and Incinerator. The exact location and facility information is listed in Section I. DESCRIPTION OF THE FACILITIES.

The primary materials to be hauled includes the burnable fraction of the MSW received at the Transfer Station(s). Those materials would be hauled to either the Incinerator or Landfill.

Secondary hauls/backhauls are at the County's discretion. Based on incoming volume at the Incinerator, and Polk County Transfer Station (MSW) or processed burnable MSW (referred to as FLUFF) may be hauled to the Landfill or Incinerator.

The hauling routes will vary between the Transfer Station(s) to the Incinerator, the Transfer Station(s) to the Landfill, or the Incinerator to the Landfill. The exact routes will vary day-to-day based upon incoming material loads and capacities at the facilities. It is the contractor's responsibility to determine the Daily Routes needed by the County(s).

PROPOSAL FORM (below):

☐ = **Base Bid: Haul County-Owned Trailers, filled by county staff with county-owned equipment**

BID FORM (below):

Line 1: Bidders Billing Rate Per Mile=

2026: \$ 2.84 /mile

2027: \$ 2.86 /mile

2028: \$ 2.88 /mile

Year	Estimated Tons"	Weight Per Load	Load Per Year (A)	Minimum Miles (B)	Billing Rate (C)	Contract Value Column 2
2026	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)	(AxBxC)
Beltrami	26000	20	1300	98	\$ /mile 2.84	\$ 361,816
Hubbard	16000	20	800	214	\$ /mile 2.84	\$ 486,208
POLK	6200	20	310	90	\$ /mile 2.84	\$ 79,236

2027	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)		(AxBxC)
Beltrami	26500	20	1325	98	\$ /mile	2.86	\$ 371,371
Hubbard	16500	20	825	214	\$ /mile	2.86	\$ 504,933
POLK	6200	20	310	90	\$ /mile	2.86	\$ 79,794
2028	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)		(AxBxC)
Beltrami	27000	20	1350	98	\$ /mile	2.88	\$ 381,024
Hubbard	17000	20	850	214	\$ /mile	2.88	\$ 523,872
POLK	6200	20	310	90	\$ /mile	2.88	\$ 80,352

**Column 2 Total Estimated Value of Contract
(Total Value for 2026-2028)**

\$ 2,868,606.00



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: Jacob Snyder, Assistant Environmental Svs Administrator
MEETING DATE: February 17, 2026
AGENDA ITEM: 2026 Polk County Haulers License

SUMMARY:

1. Polk County Solid Waste Ordinance requires a waste haulers license to (1) collect waste from a Polk County resident or business for monetary consideration, or (2) to collect waste from a non-Polk County resident or business and deliver that material to a Polk County facility.
2. We have received all the necessary items from Al's Disposal Inc. from Ada, MN and are seeking a haulers license to utilize the Composting services at the Polk County Landfill.
3. There was a late fee applied to the application since the deadline was Dec 16th 2025 for the application.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. ACTION ITEM. Approval of the CY2026 Polk County Haulers License to Al's Disposal Inc. of Ada, MN.



Board of Commissioners

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

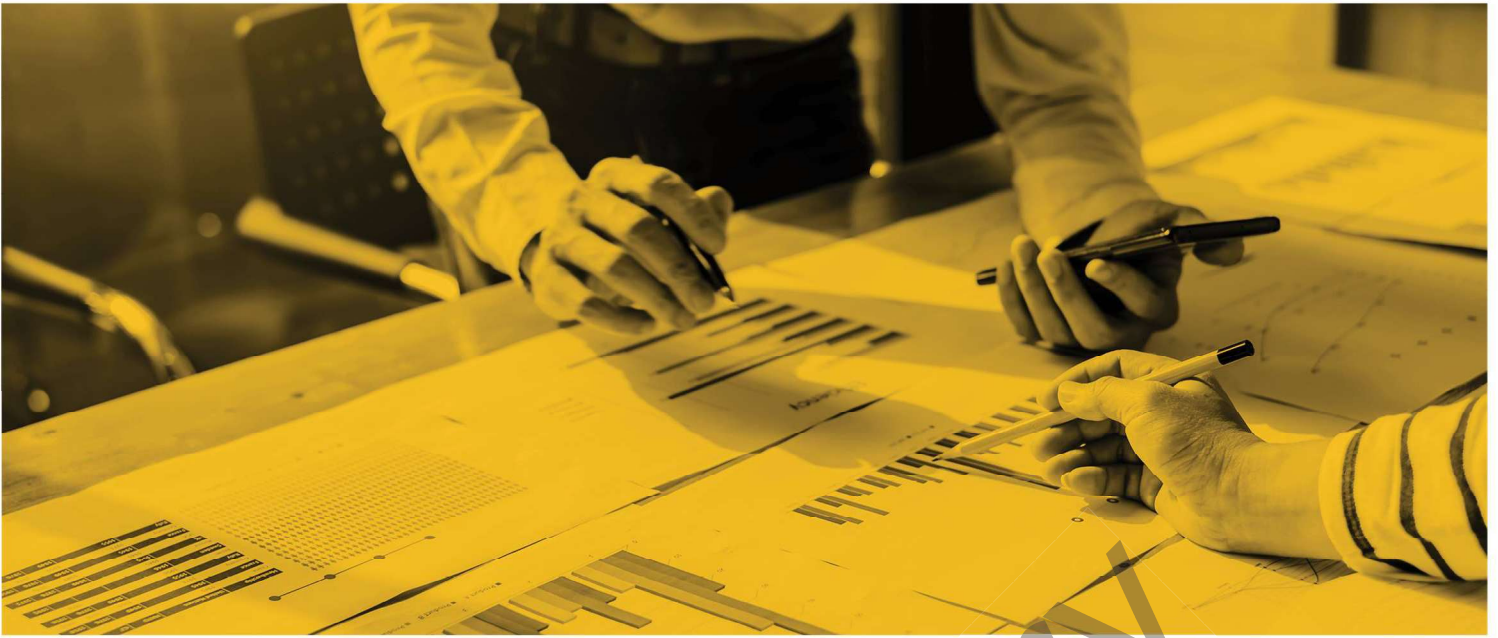
TO: POLK COUNTY BOARD OF COMMISSIONERS
FROM: Jacob Snyder, Assistant Environmental Svs Administrator
MEETING DATE: February 17, 2026
AGENDA ITEM: 2026 Polk County Haulers License

SUMMARY:

1. Polk County Solid Waste Ordinance requires a waste haulers license to (1) collect waste from a Polk County resident or business for monetary consideration, or (2) to collect waste from a non-Polk County resident or business and deliver that material to a Polk County facility.
2. We have received all the necessary items from Tipton Grease Services INC of Box Elder, South Dakota and are seeking a haulers license to utilize the Composting services at the Polk County Landfill.
3. There was a late fee applied to the application since the deadline was Dec 16th 2025 for the application.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. ACTION ITEM. Approval of the CY2026 Polk County Haulers License to Tipton grease Services INC of Box Elder, South Dakota.



4th Quarter Report

Polk County
Crookston, Minnesota

As of December 31, 2025



Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

February 12, 2026

ACCOUNTANT'S COMPILATION REPORT

Board of Commissioners
Polk County
Crookston, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and Road and Bridge fund for Polk County as of December 31, 2025, for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. This report is considered preliminary as we are in the process of closing the year 2025 and will be making additional adjusting entries to finalize the year.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

Abdo Financial Solutions

February 12, 2026

Dear Board of Commissioners:

We have reconciled all bank accounts through December 31, 2025, and reviewed activity within the general fund. The following is a summary of our observations. All information presented is unaudited.

Cash

The County's cash balances are as follows:

		12/31/2025	12/31/2024	Increase/ (Decrease)
Checking	\$	23,130,305	\$ 7,860,345	\$ 15,269,960
Investments		3,577,819	513,350	3,064,469
Savings		15,953,080	34,169,772	(18,216,692)
Total Cash & Investments	\$	42,661,204	\$ 42,543,467	\$ 117,736

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Treasury Yields								
Date	1 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2018	2.44	2.56	2.63	2.48	2.46	2.51	2.59	3.02
03/29/2019	2.43	2.44	2.40	2.27	2.21	2.23	2.31	2.41
06/28/2019	2.18	2.09	1.92	1.75	1.71	1.76	1.87	2.00
09/30/2019	1.91	1.83	1.75	1.63	1.56	1.55	1.62	1.68
12/31/2019	1.48	1.60	1.59	1.58	1.62	1.69	1.83	1.92
03/31/2020	0.05	0.15	0.17	0.23	0.29	0.37	0.55	0.70
06/30/2020	0.13	0.18	0.16	0.16	0.18	0.29	0.49	0.66
09/30/2020	0.08	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.09	0.10	0.13	0.17	0.36	0.65	0.93
03/31/2021	0.01	0.05	0.07	0.16	0.35	0.92	1.40	1.74
06/30/2021	0.05	0.06	0.07	0.25	0.46	0.87	1.21	1.45
09/30/2021	0.07	0.05	0.09	0.28	0.53	0.98	1.32	1.52
12/31/2021	0.06	0.19	0.39	0.73	0.97	1.26	1.44	1.52
03/31/2022	0.17	1.06	1.63	2.28	2.45	2.42	2.40	2.32
06/30/2022	1.28	2.51	2.80	2.92	2.99	3.01	3.04	2.98
09/30/2022	2.79	3.92	4.05	4.22	4.25	4.06	3.97	3.83
12/31/2022	4.12	4.76	4.73	4.41	4.22	3.99	3.96	3.88
03/31/2023	4.74	4.94	4.64	4.06	3.81	3.60	3.55	3.48
06/30/2023	5.24	5.47	5.40	4.87	4.49	4.13	3.97	3.81
09/30/2023	5.55	5.53	5.46	5.03	4.80	4.60	4.61	4.59
12/31/2023	5.60	5.26	4.79	4.23	4.01	3.84	3.88	3.88
03/31/2024	5.49	5.38	5.03	4.59	4.40	4.21	4.20	4.20
06/30/2024	5.47	5.33	5.09	4.71	4.53	4.33	4.33	4.36
09/30/2024	4.93	4.38	3.98	3.66	3.58	3.58	3.67	3.81
12/31/2024	4.40	4.24	4.16	4.25	4.27	4.38	4.48	4.58
03/31/2025	4.38	4.23	4.03	3.89	3.89	3.96	4.09	4.23
06/30/2025	4.28	4.29	3.96	3.72	3.68	3.79	3.98	4.24
09/30/2025	4.20	3.83	3.68	3.60	3.61	3.74	3.93	4.16
12/31/2025	3.74	3.59	3.48	3.47	3.55	3.73	3.94	4.18

* * * * *

This information is unaudited and is intended solely for the information and use of management and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

Abdo Financial Solutions



Polk County, Minnesota
Statement of Revenue and Expenditures -
Budget and Actual - General Fund (Unaudited)
For the Twelve Months Ended December 31, 2025

	2025 Budget	Budget Thru December 100%	Actual Thru December	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru December
Revenues					
Taxes	\$ 7,467,406	\$ 7,467,406	\$ 5,277,285	\$ (2,190,121)	(1) 70.67 %
Other Taxes & Penalties	200,750	200,750	182,588	(18,162)	90.95
Intergovernmental	2,615,875	2,615,875	2,609,908	(5,967)	99.77
Licenses and permits	6,075	6,075	6,125	50	100.82
Charges for services	776,900	776,900	906,065	129,165	116.63
Fines and forfeitures	5,600	5,600	7,295	1,695	130.27
Refunds/Reimbursements	1,175,054	1,175,054	316,498	(858,556)	(2) 26.93
Rent & Leases	449,448	449,448	983,704	534,256	(3) 218.87
Miscellaneous	745,297	745,297	942,065	196,768	(4) 126.40
Total Revenues	13,442,405	13,442,405	11,231,533	(2,210,872)	84
Expenditures					
Board of Commissioners	344,937	344,937	543,122	(198,185)	(5) 157.46
County Administrator	413,972	413,972	1,197,899	(783,927)	(6) 289.37
Court Costs	123,200	123,200	97,453	25,747	79.10
Ambulance	58,775	58,775	58,775	-	100.00
Taxpayers Services	982,518	982,518	1,098,758	(116,240)	111.83
Assessor	855,901	855,901	744,739	111,162	87.01
License Center	220,984	220,984	217,723	3,261	98.52
Finance	836,605	836,605	705,442	131,163	84.32
Human Resources	478,773	478,773	469,388	9,385	98.04
Data Processing	279,067	279,067	198,825	80,242	(2) 71.25
Central Services	333,000	333,000	329,634	3,366	98.99
Elections	47,100	47,100	39,183	7,917	83.19
Information Systems	1,689,421	1,689,421	1,383,326	306,095	81.88
County Attorney	1,893,418	1,893,418	1,874,253	19,165	98.99
Recorder	102,830	102,830	88,355	14,475	85.92
GIS	355,071	355,071	172,831	182,240	(7) 48.68
Facilities Management	3,184,646	3,184,646	2,789,172	395,474	87.58
Building Debt Service	2,026,118	2,026,118	-	2,026,118	(8) 0.00
Veterans Services	233,146	233,146	226,249	6,897	97.04
Medical Examiner	78,916	78,916	70,789	8,127	89.70
Appropriations	185,145	185,145	197,304	(12,159)	106.57
Ditch Inspections	48,700	48,700	9,837	38,863	20.20
Other General Government	212,227	212,227	416,819	(204,592)	(9) 196.40
Parks	122,100	122,100	137,328	(15,228)	112.47
Extension	212,853	212,853	214,168	(1,315)	100.62
Total Expenditures	15,319,423	15,319,423	13,281,372	2,038,051	86.70
Excess Revenues (Expenditures)	\$ (1,877,018)	\$ (1,877,018)	\$ (2,049,839)		

Polk County, Minnesota
Statement of Revenue and Expenditures -
Budget and Actual - General Fund (Unaudited) (Continued)
For the Twelve Months Ended December 31, 2025

Item	Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$50,000.
(1)	The variance is attributed to the reallocation of the debt service levy into the debt service fund, resulting in the absence of current receipts in the general fund as initially budgeted. Any additional variance will be addressed during the year-end reconciliation process in preparation for the audit.
(2)	The variance results from a modification in accounting practices. The County has transitioned to a method where bills are no longer paid from the general fund with subsequent reimbursement from other departments. Instead, expenses are now directly paid from the respective department.
(3)	Utilities and rent reimbursement payments from Tri-County Corrections were initially budgeted under Refunds and Reimbursements, but the receipts are being recorded under the Rent & Leases revenue account.
(4)	The variance due to settlement payment received for damage that occurred at the juvenile detention center.
(5)	The variance is due to cost share of West Central Watershed District. This amount will be adjusted during year-end reconciliation as there are accruals from 2024 that require adjusting.
(6)	The variance is due to payments for professional accounting services being covered by reserve ARPA (American Rescue Plan Act) funds.
(7)	The positive variance is a result of unused budgeted funds for planned professional services related to Pictometry.
(8)	Bond payments were initially budgeted from the general fund. However, debt service has now been transferred from the general fund to dedicated debt service funds, as required by bond covenants.
(9)	The variance is attributed to property and casualty insurance premiums. This account variance will be addressed during the year-end reconciliation process in preparation for the audit.

Polk County, Minnesota
Statement of Revenue and Expenditures -
Budget and Actual - Road and Bridge (Unaudited)
For the Twelve Months Ended December 31, 2025

	2025 Budget	Budget Thru December 75%	Actual Thru December	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru December
Revenues					
Taxes	\$ 5,198,241	\$ 5,198,241	\$ 5,641,134	\$ 442,893	108.52 %
Intergovernmental	11,940,000	11,940,000	23,215,972	11,275,972 (1)	194.44
Licenses and permits	50,000	50,000	76,798	26,798	153.60
Charges for services	85,000	85,000	66,577	(18,423)	78.33
Miscellaneous	1,225,000	1,225,000	2,966,182	1,741,182 (2)	242.14
Total Revenues	\$ 18,498,241	\$ 18,498,241	\$ 31,966,663	\$ 13,468,422	173
Expenditures					
Administration	565,147	565,147	661,633	(96,486)	117.07
Road and Bridge	1,700,000	1,700,000	1,901,735	(201,735)	111.87
Maintenance	5,183,164	5,183,164	6,285,725	(1,102,561) (1)	121.27
Construction	9,301,349	9,301,349	21,443,788	(12,142,439) (1)	230.54
Equipment Maintenance & Shops	1,598,581	1,598,581	1,582,444	16,137	98.99
Other Public Works Funds	150,000	150,000	925,678	(775,678) (3)	617.12
Total Expenditures	18,498,241	18,498,241	32,801,003	(14,302,762)	177.32
Excess Revenues (Expenditures)	\$ -	\$ -	\$ (834,340)		

Item **Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$50,000.**

- (1) Variance results from projects originally scheduled for 2026 being started in 2025, along with the corresponding state revenue.
- (2) The variance arises from receiving reimbursements from other counties for their share of the Calcium Chloride Project, as well as Columbia Township's contribution to the construction of project SAP 060-599-281.
- (3) Variance is attributed to calcium chloride project, which is directly offset by reimbursements

Polk County, Minnesota
Schedule of Investments
For the Month Ending December 31, 2025

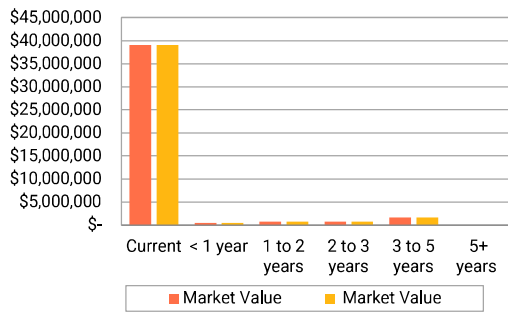
Attachment C

Identification (CUSIP or Acct #)	Institution	Description	Type	Rate	Rating	Face/Cost	Maturity	Maturity Year	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 12/31/2025	Market Value 12/31/2025	Unrealized gain / loss	
7494	Bremer Bank	Tri County Corr Checking	Checking	0.00%	n/a	n/a	Current	Current	\$ 525,997.99	\$ (1,357,274.53)	\$ 145,578.03	\$ 121.33	\$ 632,525.92	\$ 632,525.92	\$ -	
2871	Bremer Bank	Tri County Corr Checking (transfer)	Checking	0.00%	n/a	n/a	Current	Current	3,135.00	-	(3,135.00)	-	12,507.49	12,507.49	-	
7602	Bremer Bank	WEX Account Checking (TCC)	Checking	0.00%	n/a	n/a	Current	Current	9,735.83	(15,567.34)	-	-	372,992.79	372,992.79	-	
651022	PFM Asset Management	MAGIC Tri-Only	Money Market	0.00%	n/a	n/a	Current	Current	-	-	-	1,209.54	-	-	-	
									538,868.82	(1,372,841.87)	142,443.03	1,330.87	1,018,026.20	1,018,026.20	-	
0022	Bremer Bank	General Checking	Checking	0.00%	n/a	n/a	Current	Current	3,712,672.54	(20,355,123.73)	20,230,170.37	-	\$ 19,511,645.03	\$ 19,511,645.03	\$ -	
6081/3112	Bremer Bank	General MM Savings	Money Market	0.00%	n/a	n/a	Current	Current	-	-	(2,425.45)	2,425.45	814,210.63	814,210.63	-	
6073	Bremer Bank	Auditor Treasurer Checking (clearing)	Checking	0.00%	n/a	n/a	Current	Current	227,744.92	-	(227,744.92)	-	1.00	1.00	-	
7344	Bremer Bank	Solid Waste Checking	Checking	0.00%	n/a	n/a	Current	Current	-	-	-	-	1,770,448.09	1,770,448.09	-	
8927	United Valley Bank	Welfare Dept Checking	Checking	0.00%	n/a	n/a	Current	Current	-	-	-	19.56	1,138,499.85	1,138,499.85	-	
1715	Bremer Bank	Attorney Checking	Checking	0.00%	n/a	n/a	Current	Current	-	-	-	-	220.04	220.04	-	
9023	Bremer Bank	Petty Cash	Checking	0.00%	n/a	n/a	Current	Current	-	-	-	-	2,755.45	2,755.45	-	
9023	Bremer Bank	WEX Flex Checking	Checking	0.00%	n/a	n/a	Current	Current	10,121.88	(4,126.25)	-	-	58,428.12	58,428.12	-	
7918	Bremer Bank	WEX HSA Veba Checking	Checking	0.00%	n/a	n/a	Current	Current	19,749.07	(19,099.12)	-	-	3,273.69	3,273.69	-	
5802	Bremer Bank	Drug Task Force MM	Money Market	0.00%	n/a	n/a	Current	Current	-	(15.00)	-	2.21	734.54	734.54	-	
7509	Bremer Bank	E-911 MM	Money Market	0.00%	n/a	n/a	Current	Current	-	-	18,050.82	2,822.45	950,301.04	950,301.04	-	
651029	PFM Asset Management	MAGIC General	Money Market	0.00%	n/a	n/a	Current	Current	3,245,106.51	-	(20,160,493.85)	48,651.18	11,284,148.19	11,284,148.19	-	
651034	PFM Asset Management	MAGIC Financial Assurance	Money Market	0.00%	n/a	n/a	Current	Current	-	-	-	8,201.30	2,529,072.46	2,529,072.46	-	
									7,215,394.92	(20,378,364.10)	(142,443.03)	62,122.15	38,063,738.13	38,063,738.13	-	
31846V328	US Bank	Money Market	Money Market	0.00%	n/a	n/a	Current	Current	-	(3,599,927.53)	-	1,547.86	1,620.33	1,620.33	(0.00)	
95736VB03	US Bank	WESTCHESTER NY	Municipal Securi	1.56%	AAA	300,000.00	07/01/30	2030	274,716.00	-	-	(1,989.00)	272,727.00	270,867.00	(1,860.00)	
61776ND75	US Bank	MORGAN STANLEY	CD	3.75%		245,000.00	11/12/30	2030	244,818.77	-	-	(553.77)	244,265.00	243,635.35	(629.65)	
02097QAH4	US Bank	ALLY BK SANDY	CD	3.75%		245,000.00	12/04/28	2028	245,000.00	-	-	-	245,000.00	244,779.50	(220.50)	
05612LGS5	US Bank	BMW BK NORTH	CD	3.70%		245,000.00	10/17/29	2029	246,192.11	-	-	(1,192.11)	245,000.00	243,909.75	(1,090.25)	
486188HU2	US Bank	KAUFMAN CNTY	Municipal Securi	5.00%	AA-	465,000.00	02/15/29	2029	491,220.83	-	-	(7,039.58)	484,181.25	480,424.05	(3,757.20)	
60422ACT6	US Bank	MINNETONKA MN	Municipal Securi	5.00%	Aaa	170,000.00	02/01/29	2029	176,978.82	-	-	(47.22)	176,922.60	176,273.00	(649.60)	
65252LAQ4	US Bank	NEWTEK BK	CD	3.60%		249,000.00	12/05/28	2028	249,000.00	-	-	-	249,000.00	247,772.43	(1,227.57)	
38151PDV0	US Bank	GOLDMAN SACHS	CD	3.70%		245,000.00	12/09/30	2030	245,000.00	-	-	-	245,000.00	243,010.60	(1,989.40)	
84476JC28	US Bank	SOUTHSTATE BK	CD	3.75%		195,000.00	12/10/26	2026	195,000.00	-	-	-	195,000.00	195,296.40	296.40	
590131FF6	US Bank	MERRICK BK	CD	3.70%		249,000.00	06/11/27	2027	249,000.00	-	-	-	249,000.00	249,209.16	209.16	
02519AED5	US Bank	AMERICAN COML	CD	3.65%		249,000.00	12/13/27	2027	249,000.00	-	-	-	249,000.00	248,768.43	(231.57)	
06051XT93	US Bank	BANK AMER NA	CD	3.70%		245,000.00	12/13/27	2027	245,000.00	-	-	-	245,000.00	245,044.10	44.10	
30191MAT4	US Bank	FFB BK	CD	3.75%		240,000.00	12/16/26	2026	240,000.00	-	-	-	240,000.00	240,374.40	374.40	
06610RDA4	US Bank	BANKERS BK	CD	3.65%		249,000.00	06/23/28	2028	249,000.00	-	-	-	249,000.00	248,454.69	(545.31)	
						3,591,000.00			3,599,927.53	(3,599,927.53)	-	(9,273.82)	3,590,726.18	3,579,439.19	(11,286.99)	
									Total Cash and Investments	\$ 11,354,191.27	\$ (25,351,133.50)	\$ (0.00)	\$ 54,179.20	\$ 42,672,490.51	\$ 42,661,203.52	\$ (11,286.99)

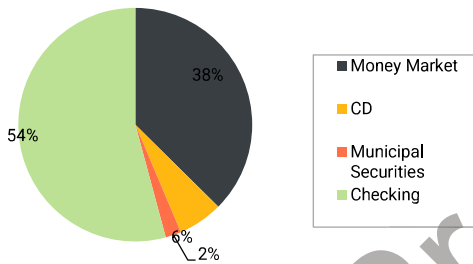
Polk County, Minnesota
Investments
For the Month Ending December 31, 2025

ATTACHMENT C

Maturities



Maturity	Unadjusted Market Value 12/31/2025	Market Value 12/31/2025	Variance 12/31/2025
Current	\$ 39,083,384.66	\$ 39,083,384.66	\$ -
< 1 year	435,000.00	435,670.80	671
1 to 2 years	743,000	743,022	22
2 to 3 years	743,000	741,007	(1,993)
3 to 5 years	1,668,106	1,658,120	(9,986)
5+ years	-	-	-
	<u>\$ 42,672,490.51</u>	<u>\$ 42,661,203.52</u>	<u>\$ (11,287)</u>



Investment Type	Market Value 12/31/2025
Money Market	\$ 15,953,079.98
CD	2,650,254.81
Municipal Securities	927,564
Checking	23,130,304.68
	<u>\$ 42,661,203.52</u>



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 02-17-2026

AGENDA ITEM: Joint Ditch 60, 64 and 71 Board Meetings

SUMMARY:

1. Joint Ditch 60, 64 and 71 are Joint with Red Lake County.
2. Need to have Joint Ditch Meetings to discuss redetermination of benefits for the 3 ditches as the Polk County portion cant just be approved by Polk County Ditch Board Members.
3. Open Joint Ditch 60 Board Meeting – Sam Melbye Joint Ditch Secretary
 - a. Vote on Chair
 - b. Vote on Vice-Chair
 - c. Discuss redetermination of benefits
 - d. Adjourn Joint Ditch Meeting
4. Open Joint Ditch 64 Board Meeting – Sam Melbye Joint Ditch Secretary
 - a. Vote on Chair
 - b. Vote on Vice-Chair
 - c. Discuss redetermination of benefits
 - d. Adjourn Joint Ditch Meeting
5. Open Joint Ditch 71 Board Meeting – Sam Melbye Joint Ditch Secretary
 - a. Vote on Chair
 - b. Vote on Vice-Chair
 - c. Discuss redetermination of benefits
 - d. Adjourn Joint Ditch Meeting

STATE OF MINNESOTA
JOINT DRAINAGE AUTHORITY OF POLK AND RED LAKE COUNTIES
SITTING AS THE DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR THE REDETERMINATION OF BENEFITS OF POLK AND RED LAKE COUNTIES JOINT DITCH 60

In the Matter of the Redetermination of
Benefits of Polk and Red Lake Counties Joint
Ditch 60

**Findings and Order Initiating the
Redetermination of Benefits**

The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties, sitting as Drainage Authority for the redetermination of benefits for Polk and Red Lake Counties Joint Ditch 60, pursuant to Minn. Stat. § 103E.351, met on February 17, 2026 to conduct business related to public drainage systems under the Board's authority. Based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties is the drainage authority for Polk and Red Lake Counties Joint Ditch 60.
2. Polk and Red Lake Counties Joint Ditch 60 was established and benefits determined concurrent with the original establishment, prior to the initiation of modern, intensive farming and drainage practices within Polk and Red Lake Counties.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of Polk and Red Lake Counties Joint Ditch 60.
5. Since the determinations of benefits and damages, land values have changed within the benefitted area of Polk and Red Lake Counties Joint Ditch 60.
6. Throughout much of 2025, the drainage authority investigated the status of drainage system benefits rolls and the conditions supporting a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 60.

7. The drainage authority considered a proposed redetermination of benefits for Polk and Red Lake Counties Joint Ditch 60 on February 17, 2026.
8. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present-day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Polk and Red Lake Counties Joint Ditch 60, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 60.
- B. The following viewers are appointed to redetermine and report the benefits and damages for Polk and Red Lake Counties Joint Ditch 60:

Scott Henderson
Kody Fossum
Ken DeGier
Randy Kramer
Larry Murphy
- C. The Polk County Director of Property Records is directed to issue an order requiring the viewers to qualify and execute viewers' oaths in the proceedings.
- D. The Polk County Director of Property Records, Board Chair or other authorized staff, is authorized to enter into a professional services contract with the viewers or their management company, H2Over Viewers, Inc., for viewing services.
- E. Costs incurred for Polk and Red Lake Counties Joint Ditch 60, on or after February 17, 2026, shall be carried by the County, as an inter-fund loan to the drainage system account, and be collected by assessment against the redetermined benefits enrolled for Polk and Red Lake Counties Joint Ditch 60 upon completion of the proceedings initiated herein.
- F. The Board affirms and ratifies prior actions in the proceedings, including but not limited to the execution of a contract for viewing services.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were _____ yeas, _____ nays as follows:

	Yea	Nay	Absent	Abstain
Lee (Polk Co.)	☐	☐	☐	☐
Reese (Polk Co.)	☐	☐	☐	☐
Willhite (Polk Co.)	☐	☐	☐	☐
Flage (Red Lake Co.)	☐	☐	☐	☐
Moran (Red Lake Co.)	☐	☐	☐	☐

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Chairperson

Dated: February 17, 2026

* * * * *

I, Samuel Melbye, Polk County Director of Property Records, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Joint Drainage Authority and find the same to be a true and correct transcript thereof. The above Order was filed with me, Polk County Director of Property Records on _____, 2026.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2026.

Samuel Melbye

STATE OF MINNESOTA
JOINT DRAINAGE AUTHORITY OF POLK AND RED LAKE COUNTIES
SITTING AS THE DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR THE REDETERMINATION OF BENEFITS OF POLK AND RED LAKE COUNTIES JOINT DITCH 64

In the Matter of the Redetermination of
Benefits of Polk and Red Lake Counties Joint
Ditch 64

**Findings and Order Initiating the
Redetermination of Benefits**

The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties, sitting as Drainage Authority for the redetermination of benefits for Polk and Red Lake Counties Joint Ditch 64, pursuant to Minn. Stat. § 103E.351, met on February 17, 2026, to conduct business related to public drainage systems under the Board's authority. Based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties is the drainage authority for Polk and Red Lake Counties Joint Ditch 64.
2. Polk and Red Lake Counties Joint Ditch 64 was established and benefits determined concurrent with the original establishment, prior to the initiation of modern, intensive farming and drainage practices within Polk and Red Lake Counties.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of Polk and Red Lake Counties Joint Ditch 64.
5. Since the determinations of benefits and damages, land values have changed within the benefitted area of Polk and Red Lake Counties Joint Ditch 64.
6. Throughout much of 2025, the drainage authority investigated the status of drainage system benefits rolls and the conditions supporting a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 64.

7. The drainage authority considered a proposed redetermination of benefits for Polk and Red Lake Counties Joint Ditch 64 on February 17, 2026.
8. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present-day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Polk and Red Lake Counties Joint Ditch 64, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 64.
- B. The following viewers are appointed to redetermine and report the benefits and damages for Polk and Red Lake Counties Joint Ditch 64:

Scott Henderson
Kody Fossum
Ken DeGier
Randy Kramer
Larry Murphy
- C. The Polk County Director of Property Records is directed to issue an order requiring the viewers to qualify and execute viewers' oaths in the proceedings.
- D. The Polk County Director of Property Records, Board Chair or other authorized staff, is authorized to enter into a professional services contract with the viewers or their management company, H2Over Viewers, Inc., for viewing services.
- E. Costs incurred for Polk and Red Lake Counties Joint Ditch 64, on or after February 17, 2026, shall be carried by the County, as an inter-fund loan to the drainage system account, and be collected by assessment against the redetermined benefits enrolled for Polk and Red Lake Counties Joint Ditch 64 upon completion of the proceedings initiated herein.
- F. The Board affirms and ratifies prior actions in the proceedings, including but not limited to the execution of a contract for viewing services.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were _____ yeas, _____ nays as follows:

	Yea	Nay	Absent	Abstain
Lee (Polk Co.)	☐	☐	☐	☐
Reese (Polk Co.)	☐	☐	☐	☐
Willhite (Polk Co.)	☐	☐	☐	☐
Gerardy (Red Lake Co.)	☐	☐	☐	☐
Moran (Red Lake Co.)	☐	☐	☐	☐

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Chairperson

Dated: February 17, 2026

* * * * *

I, Samuel Melbye, Polk County Director of Property Records, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Joint Drainage Authority and find the same to be a true and correct transcript thereof. The above Order was filed with me, Polk County Director of Property Records on _____, 2026.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2026.

Samuel Melbye



These data are provided as an "as-is" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose. Polk County, Polk County Sub-Superintendent, a Polk County public works department are not responsible for the use of these data.

STATE OF MINNESOTA
JOINT DRAINAGE AUTHORITY OF POLK AND RED LAKE COUNTIES
SITTING AS THE DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR THE REDETERMINATION OF BENEFITS OF POLK AND RED LAKE COUNTIES JOINT DITCH 71

In the Matter of the Redetermination of
Benefits of Polk and Red Lake Counties Joint
Ditch 71

**Findings and Order Initiating the
Redetermination of Benefits**

The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties, sitting as Drainage Authority for the redetermination of benefits for Polk and Red Lake Counties Joint Ditch 71, pursuant to Minn. Stat. § 103E.351, met on February 17, 2026, to conduct business related to public drainage systems under the Board's authority. Based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Joint Drainage Authority Board of Commissioners of Polk and Red Lake Counties is the drainage authority for Polk and Red Lake Counties Joint Ditch 71.
2. Polk and Red Lake Counties Joint Ditch 71 was established and benefits determined concurrent with the original establishment, prior to the initiation of modern, intensive farming and drainage practices within Polk and Red Lake Counties.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of Polk and Red Lake Counties Joint Ditch 71.
5. Since the determinations of benefits and damages, land values have changed within the benefitted area of Polk and Red Lake Counties Joint Ditch 71.
6. Throughout much of 2025, the drainage authority investigated the status of drainage system benefits rolls and the conditions supporting a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 71.

7. The drainage authority considered a proposed redetermination of benefits for Polk and Red Lake Counties Joint Ditch 71 on February 17, 2026.
8. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present-day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Polk and Red Lake Counties Joint Ditch 71, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Polk and Red Lake Counties Joint Ditch 71.
- B. The following viewers are appointed to redetermine and report the benefits and damages for Polk and Red Lake Counties Joint Ditch 71:

Scott Henderson
Kody Fossum
Ken DeGier
Randy Kramer
Larry Murphy
- C. The Polk County Director of Property Records is directed to issue an order requiring the viewers to qualify and execute viewers' oaths in the proceedings.
- D. The Polk County Director of Property Records, Board Chair or other authorized staff, is authorized to enter into a professional services contract with the viewers or their management company, H2Over Viewers, Inc., for viewing services.
- E. Costs incurred for Polk and Red Lake Counties Joint Ditch 71, on or after February 17, 2026, shall be carried by the County, as an inter-fund loan to the drainage system account, and be collected by assessment against the redetermined benefits enrolled for Polk and Red Lake Counties Joint Ditch 71 upon completion of the proceedings initiated herein.
- F. The Board affirms and ratifies prior actions in the proceedings, including but not limited to the execution of a contract for viewing services.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were _____ yeas, _____ nays as follows:

	Yea	Nay	Absent	Abstain
Lee (Polk Co.)	☐	☐	☐	☐
Reese (Polk Co.)	☐	☐	☐	☐
Willhite (Polk Co.)	☐	☐	☐	☐
Gerardy (Red Lake Co.)	☐	☐	☐	☐
Remick (Red Lake Co.)	☐	☐	☐	☐

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Chairperson

Dated: February 17, 2026

* * * * *

I, Samuel Melbye, Polk County Director of Property Records, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Joint Drainage Authority and find the same to be a true and correct transcript thereof. The above Order was filed with me, Polk County Director of Property Records on _____, 2026.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2026.

Samuel Melbye



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 02-17-2026

AGENDA ITEM: MN/ND Border Bridge MOU Agreements

SUMMARY:

1. Polk County has three bridges over the Red River of the North between Polk County and Grand Forks County and Traill County.
2. Thompson Bridge which was constructed in 2010 between Polk and Grand Forks County.
3. Climax which was constructed in 2023 – 2025 and Nielsville Bridge which has been closed since 2016. Both between Polk and Traill County.
4. State of MNDOT/NDDOT are requiring us to have approval prior to March 1, 2026 so the two DOT's can approve in March.

ACTION REQUESTED:

1. A motion was made by _____ seconded by _____ to approve the MOU Agreement with Grand Forks County, ND and allow the Polk County Board Chair to sign MOU Agreement
2. A motion was made by _____ seconded by _____ to approve the MOU Agreement with Traill County, ND and allow the Polk County Board Chair to sign

MEMORANDUM OF UNDERSTANDING

Between Grand Forks County, North Dakota and Polk County, Minnesota

To coordinate and improve border bridge ownership, maintenance, and inspection between the two states regarding FHWA memorandum HIBS-30 dated February 9, 2018, for the bridges listed below.

I. Parties

The Parties to the Memorandum of Understanding (MOU) are the neighboring counties sharing common border bridges between the two states.

II. Purpose

The purpose of the MOU is to determine ownership, maintenance responsibilities, and inspection requirements between the bordering states pertaining to bridges that cross the state line.

III. Responsibilities

Bridge (MN)	Bridge (ND)	Ownership	Maintenance	Inspection
60561	18-146-30.0	50% Grand Forks County 50% Polk County	100% Polk County	100% Polk County

If closure is required, each county will be responsible for closure verification on their respective sides of the border. NDDOT will conduct closure verifications for the ND county in accordance with the terms and conditions set forth in the LPA Bridge Inspection and Load Rating Agreement executed between the NDDOT and the LPA.

All costs agreed to be paid by the County shall be shared equally between Polk and Grand Forks County's.

IV. Term

This MOU shall continue in effect unless one of the parties, in writing with 180 days' notice, terminates this MOU in whole, or in part.

V. Signatory Authority

This MOU is approved and authorized on behalf of each party by:

Grand Forks County Authority _____ Date: _____

Polk County Authority _____ Date: _____

MEMORANDUM OF UNDERSTANDING

Between Traill County, North Dakota and Polk County, Minnesota

To coordinate and improve border bridge ownership, maintenance, and inspection between the two states regarding FHWA memorandum HIBS-30 dated February 9, 2018, for the bridges listed below.

I. Parties

The Parties to the Memorandum of Understanding (MOU) are the neighboring counties sharing common border bridges between the two states.

II. Purpose

The purpose of the MOU is to determine ownership, maintenance responsibilities, and inspection requirements between the bordering states pertaining to bridges that cross the state line.

III. Responsibilities

Bridge (MN)	Bridge (ND)	Ownership	Maintenance	Inspection
5767	49-129-10.0	50% Traill County 50% Polk County	50% Traill County 50% Polk County	100% Polk County
60569	49-129-05.1	50% Traill County 50% Polk County	50% Traill County 50% Polk County	100% NDDOT*

*Bridge inspections that are the responsibility of NDDOT will be conducted in accordance with the terms and conditions set forth in the LPA Bridge Inspection and Load Rating Agreement executed between the NDDOT and the LPA.

If closure is required, each county will be responsible for closure verification on their respective sides of the border. NDDOT will conduct closure verifications for the ND county in accordance with the terms and conditions set forth in the LPA Bridge Inspection and Load Rating Agreement executed between the NDDOT and the LPA.

IV. Term

This MOU shall continue in effect unless one of the parties, in writing with 180 days' notice, terminates this MOU in whole, or in part.

V. Signatory Authority

This MOU is approved and authorized on behalf of each party by:

Traill County Authority _____ Date: _____

Polk County Authority _____ Date: _____



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 02-17-2026

AGENDA ITEM: Bid Opening – CP 126-01-1468 (Crackfill) and Equipment Rental Rate

SUMMARY:

1. Opened Bids for CP 126-01-1468 (Crackfill) at 10am on Friday February 13, 2026
2. Lowest Responsible bidder is Lot Pros, Inc. of Fergus Falls, MN
3. Abstract will be handed out at Board Meeting

4. Opened Bids for Equipment Rental Rates at 10am on Friday February 13, 2026
5. County awards to all so we can use anyone on the list to provide equipment rental for Ditch/Highway

1. A motion by _____ seconded by _____ 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.
2. A motion by _____ seconded by _____ to award Equipment Rental Bids to all.



Board of Commissioners

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

TO: Polk County Board of Commissioners

FROM: Greg Widseth

MEETING DATE: February 12, 2026

AGENDA ITEM: Assistant County Attorney Vacancy

SUMMARY: Seeking approval to fill the Assistant County Attorney vacancy created by the resignation of McKenzie Thompson-Odegard.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. I am requesting that the Board pass a motion authorizing me to begin the process of filing the vacancy for an Assistant County Attorney created by the resignation of McKenzie Thompson-Odegard. This would maintain the current staffing level in my office, with the same number of assistant county attorneys.



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: Levi Webster, MIS Director

MEETING DATE: February 17, 2026

AGENDA ITEM: Renew Splunk Enterprise License Agreement

SUMMARY:

We are requesting approval to renew our Splunk Enterprise license agreement. This item is used for FBI/BCA compliance and to monitor, search, index, and correlate data from various sources. This provides us with alerts, reports, and visualizations to help keep county data secure. This item is budgeted for 2026. Cost of Splunk Enterprise license renewal is \$28,332.20.

ACTION REQUESTED:

Motion to approve renewal license agreement with Splunk Enterprise.



Pricing Proposal

Quotation #:	27117562
Description:	Splunk - 1 Year
Created On:	Feb-02-2026
Valid Until:	Feb-28-2026

MN-County of Polk Department of Information Systems

Levi Webster

600 Bruce St.
Crookston, MN 56716
United States
Phone: (218) 470-8319
Fax:
Email: levi.webster@polkcountymn.gov

Inside Account Manager

David Rifkin

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-8775
Fax:
Email: uppermwnamedgov@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Splunk Enterprise - Term License with Standard Success Plan Splunk - Part#: SE-T-LIC-ST Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: Feb-17-2026 – Feb-16-2027	1	\$28,332.20	\$28,332.20
Total			\$28,332.20

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



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: Karen Warmack, Social Services Director

PRESENTING: Victoria Ramirez, Social Services Manager

MEETING DATE: February 17, 2026

AGENDA ITEM: 2026 Alluma County contract approval

SUMMARY:

Contract with Alluma to provide mental health and supportive services to Polk County residents. Services provided will be Children Mental Health Services and Outpatient Services. Hourly rate for Mental Health Professional services changed from \$140/hour for 2025 to \$147/hour for 2026. The ceiling amount for this contract stayed the same as last year, not to exceed \$40,000. This contract is funded through Children's Services allocations and county funds.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

Board approval of the 2026 contract with Alluma in the amount not to exceed \$40,000 to provide mental health services and support.

PURCHASE OF SERVICE AGREEMENT

(County Funded)

The following agreement is between Polk County Social Services, 612 N. Broadway Room 302, Crookston, MN 56716. (hereafter referred to as the "Agency"), and Alluma, Inc., 603 Bruce Street, Crookston, MN 56716, (hereafter referred to as the "Provider").

ARTICLE I. CONTRACT AUTHORITY

WHEREAS, the Provider is an organization licensed, certified, or held responsible under Minnesota Department of Human Services Rule 245D, 245G, 245I and 245.735 or an approved vendor according to published county criteria or certified by Polk County Social Services to provide mental health services to persons; and

WHEREAS the Agency wishes to purchase Children's Mental Health Services from the Provider; and

WHEREAS the Provider represents that it is duly qualified and willing to perform such services; and

WHEREAS the Agency and Provider agree to review and renegotiate the terms of this Agreement if there is a revision of Federal and/or State regulations causing this Agreement to become invalid or non-executable; and

NOW THEREFORE, in consideration of the mutual understanding and agreements set forth, the Agency and Provider agree as follows:

ARTICLE II. TERM OF AGREEMENT

The term of the agreement will be from January 1, 2026, and continue through December 31, 2026.

ARTICLE III. TERMINATION OF AGREEMENT

Either party may terminate this contract with or without cause by providing the other party with at least sixty (60) day prior written notice, delivered by mail or in person. Before the termination date of this Agreement, Agency and Provider shall develop a transition plan for continuity of care of individuals served, transfer and/or keeping of clinical records in accordance with statute

245.466 Subd.3a. Agency may evaluate the performance of the Provider regarding terms of this contract to determine whether such performance merits renewal of this contract.

ARTICLE IV. RECIPIENT RIGHTS

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

ARTICLE V. CONFIDENTIALITY, HIPAA, and ACCESS TO RECORDS

A. Safeguard of Client Information: The use or disclosure by any party of information concerning an eligible client in violation of any rules or confidentiality provided for in Laws of Minnesota and the Code of Federal Regulations, or for any purpose not directly connected with the Agency's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian, in conformance with the Minnesota Data Privacy Act. The Provider's Compliance and Privacy Officer is designated as responsible for compliance for applicable state and federal rules and regulations.

B. HIPAA and HITECH Act Compliance: The Provider acknowledges that it is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009. Provider assures that it is in compliance with HIPAA/HITECH requirements currently in effect. Provider must limit the use or disclosure of consumers' protected health information to purposes directly connected with the provision of services under this contract.

C. Access to Records: Provider agrees to provide, as permitted by state and federal law, access to all information, including Protected Health Information (PHI), requested to facilitate continuity of service or to monitor the terms of this contract. All PHI shall be documented in accordance as to its use and disclosure; it will be appropriately safeguarded; and breach or misuse of PHI will be reported in accordance with applicable rules and regulations. Individuals shall have access to and the ability to amend their PHI and an accounting of disclosures. Provider shall release applicable records to the Agency or Department of Human Services, if requested; and upon termination, return or destroy all PHI in accordance with conventional record practices. It is understood that both parties are Covered Entities.

ARTICLE VI. SCOPE, RELATIONSHIP AND DELIVERY OF SERVICES

A. Scope of Services: The Agency agrees to purchase, and the Provider agrees to furnish

Adult and Children mental health, substance use disorder and or co-occurring services in clinics, community, schools, or other co-located settings. The most current Minnesota Department of Human Services Budgeting, Reporting and Accounting for Social Services Manual of Services and Definitions (BRASS Code Manual) will be used. The Provider shall deliver any and/or all the services outlined in Exhibit A, of this agreement.

The Provider shall, in writing within thirty (30) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon notification, the Agency shall determine whether such inability will require modification or cancellation of said agreement.

Within the scope of clinical licensure, certifications, clinical disciplines, and services provided, the Provider shall retain full discretion of the method and manner of performing the services set forth herein, in accordance with the terms hereof. Provider agrees that nothing herein contained is intended or should be construed in any manner as established or creating the relationship of co-partners and/or co-employer between the Agency and Provider, or as constituting Provider as the agent, representative or employee of Agency for any purpose or in any manner whatsoever.

B. Contract Relationship with County Social Services: The Provider through this agreement with the Agency shall provide services through the State of Minnesota's Medicaid Program, Prepaid Medical Assistance Plan, Commercial Health Plans, and other funding sources.

C. Delivery of Services: Purchased services will be provided at the client residences, within the community, a location requested by the client, other Provider location via face to face, phone, e-mail, text, Secure and HIPAA compliant tele-health delivery methods with appropriate consent that is consistent with client needs. The Provider is delivering services at the following locations within Polk County:

- 1) Crookston: 603 Bruce Street, Crookston, MN 56716
- 2) Crookston: Northwestern Apartments, 100 Gretchen Lane, Crookston, MN 56716
- 3) Crookston: Red River Valley Juvenile Center 600 Bruce Street, Crookston MN 56716
- 4) Crookston: North West Regional Corrections Center, HWY 75, Crookston MN 56716
- 5) East Grand Forks: 1422 Central Ave NE, East Grand Forks, MN 56721
- 6) Fosston: 102 Kaiser Ave Suite A, Fosston, MN 56542
- 7) School Districts in East Grand Forks, Fisher, Climax, Crookston, Win-E-Mac, Fertile

Care Coordination: The Agency and Provider agree to engage in care coordination for mutual clients served or those who could benefit from integrating behavioral, primary health care and/or social services. The Agency and Provider will work with clients in obtaining appropriate bi-directional releases if authorized by the Provider. Upon obtained release, the Agency and Provider engages in care coordination with each other based on the patient choice and aligned with the client's preferences. This may include up to but not limited to referral for services, the sharing of verbal, written and/or secure digital means of communicating with each other, obtaining appointments, and confirming appointments are kept with each other. The Agency and Provider may participate in care coordination meetings to better deliver medically necessary care and treatment. Care coordination may include communication for the purpose of responding to emergencies, routine care, treatment planning, diagnosis, treatment recommendations, transitional care between levels of care such as inpatient psychiatric/medical hospitalization or long-term care facilities, medication management and reconciliation, withdrawal management and mental health crisis services. The Agency and Provider will each make its own clinical decisions regarding their patients care.

ARTICLE VII. PROVIDER CERTIFICATION, LICENSING and OVERSIGHT

The Provider agrees to keep current on applicable facility and/or programmatic certifications, licensures, rules, and regulations governing the delivery of services. The Provider shall ensure all applicable employees retain and maintain appropriate credentials for licensure and billing.

The Agency in accordance with applicable Minnesota statutes, rules, and regulations (Minn. Stat. 16B.97-Grants Management implemented through Office of Grant Management Policy Number: 08-10; MN Statute 9535.1740 Payment to county Boards) shall ensure the Provider upon request by the Agency or the MN Department of Human Services submits or makes available within a reasonable timeframe the following:

- 8) Financial reports related to contracted services provided
- 9) Service Utilization of contracted services
- 10) Workforce and Full-Time Equivalencies related to contracted services
- 11) Accessibility of contracted services

ARTICLE VIII. INDEPENDENT CONTRACTOR

Provider guarantees that it has full legal rights to render the services provided in this Contract and agrees that its status under this contract is that of an independent contractor. Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract. Provider represents that it has, or will secure at its expense, all personnel required in performing services under this Contract. Any and all personnel of Provider or other person, while engaged in the performance of any work or services required by Provider under this Contract, shall have no contractual relationships with the Agency and shall not be considered employees of Agency and any and all claims that may or might arise under the Workers' Compensation Act of any State on behalf of any such person or personnel arising out of employment against Provider shall in no way be the responsibility of Agency. Provider does hereby hold Agency harmless and agrees to defend Agency from any and all such claims by persons associated with or engaged by Provider. Such personnel and/or other persons shall not require nor be entitled to any Compensation, Unemployment Compensation, severance pay or PERA from Agency by reason of Provider's operations under this Contract or the use of any process, equipment, machinery, or material in furnishing of the same.

ARTICLE IX. SUB-CONTRACTING

The Provider may not enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency.

ARTICLE X. COMPENSATION and CLAIMS SUBMISSION

The Agency agrees to purchase and reimburse for the services delivered as outline in Exhibits A and B.

Authorized Agency purchased services and not to exceed amounts are outlined in Exhibit B. Provider shall obtain authorization from Agency to charge county for services provided otherwise ensure that payor of last resort funding mechanisms are utilized prior to billing the Agency. All available and applicable funding sources for services shall be coordinated and utilized appropriately, and billed using the Providers usual and customary rates as outlined in Exhibit A

Provider Claims and Agency Payments shall be made as outlined in Exhibit 8-E of the agreement following rates outlined in Exhibit A. All Provider invoices shall be submitted within 30 business days after the close of the previous month for services provided within 120 days of service delivery. The Agency shall make payment within thirty (30) days upon receipt of invoice.

No claim for services furnished by the Provider, not specifically outlined in the contract, will be allowed by the Agency, nor shall the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the contract.

Where end of the year services provided by the Provider cannot be billed within the current contract period, those services will be billed in the subsequent funding period.

ARTICLE XI. ELIGIBILITY and TERMINATION OF SERVICES

A. Eligibility: The parties understand and agree that the Agency shall determine preliminary and final eligibility of the client to receive the Purchased Services. Determination dependent on funding source is in accordance with eligibility criteria established by current relevant Minnesota Statutes and current relevant Minnesota Rules. Provider shall be responsible for determining when a service qualifies as medically necessary under another funding source such as but not limited to private insurance or for Minnesota Medical Assistance.

It is understood and agreed by both parties that eligible clients and/or responsible parent or guardian, when applicable, shall have fees charged and collected in accordance with the policies and procedures adopted by the Commissioner of Human Services in accordance with the provisions of current relevant Minnesota Statutes.

B. Termination of Services: The Provider shall notify the Agency within thirty (30) days of the proposed date to discharge or terminate a service to a client. The Provider shall not discharge or terminate a service to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other clients or Provider. The Provider shall establish written procedures for discontinuing services to a client in accordance with current relevant Minnesota Rules.

ARTICLE XII. INDIVIDUAL SERVICE PLAN (ISP)

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the ISP, developed with, for and on behalf of the individual client. The Agency may delegate the development of ISPs to the Provider, or the Provider may deliver services under the Agency developed ISP to facilitate coordination, reduce duplication and to be used by both parties when applicable.

ARTICLE XIII. PROVIDER REPORTING

The provider shall participate in providing written or verbal aggregate or clinical reports for contracted services provided as applicable with state and federal rules and regulations to the Agency at a mutually agreeable schedule or timeframe that may include but not limited to the following:

- 1) Financial
- 2) Performance
- 3) Service Utilization
- 4) Clinical documentation such as: Comprehensive Evaluations, Comprehensive Assessments, Individual Treatment Plans, Progress Notes, Admission and Discharge Summaries
- 5) Clinical Outcomes

The Provider shall cooperate with monitoring procedures and allow personnel of the Minnesota Department of Human Services, the Agency, and any other relevant agency/department access to the Provider's facility and records at reasonable hours to exercise their responsibility to monitor purchased services. Provider shall retain complete records per the governing records and retention policies.

ARTICLE XIV. BONDING, INDEMNITY, AND AUDIT CLAUSE

A. Indemnity: The Provider agrees that it will at all times indemnify and hold harmless the Agency from any and all claims, liability, loss, damages, costs or expenses which may be claimed against the Agency or Provider by reason of personal injury, death or property damage to a service client arising out of or resulting from services provided by Provider on premises owned by or leased to Provider under a written lease agreement or when such personal injury, death or property damage results from or arises out of the Provider's negligence in performing services under this agreement, including negligence in transporting service clients vehicles owned or operated by

the Provider.

Insurance: The Provider further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a minimum liability insurance policy in the amount of \$1,000,000 for bodily injury or property damage to any one person and \$3,000,000 for total injuries or damages arising from any one incident. The Provider has in force a separate insurance policy with Employee Dishonesty/Theft coverage in the amount of \$450,000 which is intended to cover the activity of all of its personnel.

B. **Audit:** Unless otherwise agreed to by the Agency, the Provider agrees that within 120 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Office of Management and Budget Circular No. A-133. In any case, after completion of the audit, a copy of the audit report must be made available to the Agency upon request.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

This Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

ARTICLE XVI. PROVIDER DEBARMENT AND SUSPENSION

Current regulation may prohibit the State or County Social Service Departments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes may provide the Commissioner of the Department of Administration with the authority to debar and suspend vendors who seek to contract with the State or County Social Services. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

Provider certifies that it and its principals* and employees upon delivering local/state/federal funded services:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency: and

- b) Have not within a three-year period preceding this contract:
 - 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; nor
 - 2) violated any federal or state antitrust statutes: nor
 - 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; nor
 - 2) violating any federal or state antitrust statutes; nor
 - 3) committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property: and
- d) Are not aware of any information or possesses any knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e) Shall immediately give written notice to the Agency should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes: or committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

"Principals" for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

ARTICLE XVII. MISCELLANEOUS PROVISIONS

A. Amendment: Except as otherwise stated in this Agreement, any alterations, variations, modifications, or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this contract.

B. Extent of Contract: This contract and additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto and no other contracts, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and have affixed their respective hands effective as of the day and year first mentioned above.

By _____
Polk County Social Service Director

By _____
Polk County Board Chairperson

By _____
Polk County Attorney

By _____
Alluma, Inc., CEO

By _____
Alluma, Inc., Board Chairperson

Exhibit A

BRASS

1620 Family-Based Counseling Services

Services to a family in the home followed by additional, limited services in an outside setting if needed to help the family resolve personal, family or situational problems. These services are provided so that placement of a child outside of the home is unnecessary or so that a child can be returned home for placement.

4620 Family-Based Services

Professional home-based family treatment services are intensive mental health services provided to children at risk of, in, or returning from out-of-home placement due to an emotional disturbance. Services must be designed to meet the specific mental health needs of child and family and must be provided by a team consisting of a mental health professional with other family/child mental health providers. Services must be flexible, be able to handle crises 24 hours per day, and coordinate with other services. The duration, frequency and intensity of services are determined through individual treatment plans.

4640 Clinical Care Consultation

Communication between treating mental health professionals and other providers or educators working with the same recipient. This service is provided on behalf of children ages birth to 21 who have a mental health diagnosis. It includes consultation to discuss issues about a recipient's symptoms, strategies for effective engagement, care and intervention needs, treatment expectations across service settings and clinical service components provided to recipients and family.

4300 Other Family Community Support Services (FCSS)

Community-based services provided under the clinical supervision of a mental health professional to help children with emotional disturbance to function and remain in the community. These services can include any of the following.

- 1) medication monitoring
- 2) developing independent living skills
- 3) developing parenting skills
- 4) leisure and recreational activities
- 5) locating respite care and special needs day care
- 6) assistance in obtaining financial resources including applying for financial benefits
- 7) Crisis assistance/crisis plan development.
- 8) Therapeutic Support of foster care.

4020 Community Education and Prevention

Activities designed to educate the public about mental health and co-occurring issues. Goals are to increase understanding of mental health, reduce stigma, promote recovery and increase awareness of availability of resources and services, improving skills in dealing with mental health issues.

4070 Early Identification and Intervention

Services designed to identify persons at risk of needing or in need of mental health services and arrangements for intervention and treatment. This service can be provided to both children and adults.

Exhibit B

Cost and Delivery of Purchased Services

The total amount to be paid for such Purchased Services shall not exceed \$40,000.00.

<u>Brass Codes</u>	<u>Service</u>	<u>Rate</u>
4620	Family Based Services	\$147.00 per hour Professional \$120.00 per hour Practitioner
1620	Family-Based Counseling Services	\$147.00 per hour Professional \$120.00 per hour Practitioner
4300	Other Family Community Support Services	\$120.00 per hour any level of Provider
4640	Clinical Care Consultation	\$147.00 per hour Professional
4020	Community Education and Prevention	\$120.00 per hour Practitioner \$147.00 per Professional
4070	Early Identification and Intervention	\$120.00 per hour Practitioner \$147.00 per Professional

C:HL.DRF.N'S MENTAL HEALTH SERVICES

- Agency requested Children Mental Health and ancillary services will be provided on a fee for service basis for the following services and invoiced at the following rates.
- Agency agrees to pay Provider for services normally billed to third party if requested as emergent need or not mental health related circumstance.
- The Provider may seek prior authorization from the Agency for financial support for a child to participate in North Star Summer Program when deemed medically necessary and no other funding options exist when social services has an open case.
- Provider may invoice Agency for referred client's time lost due to client missed appointment if unable to fill missed appointment time. Provider may invoice for travel time of said missed appointment when already driven to appointment. Provider will notify Agency of client missed appointments in writing via e-mail or text within 48 hrs.
- Provider shall invoice Agency for any requested or required documentation to third party in relations to service provided and bill said document writing time to associated service.
- Provider may bill Agency for services provided to clients who have not initiated or completed an application to the County when the presenting problem prohibits or otherwise precludes the completion of an application prior to service delivery. Services provided under this provision shall be limited to:

- o 90 days from the outreach and initiation of services, following which a prior authorization is required for continuation of services; and
- o Not to exceed 10 hours of services for a client prior to the completion of an application, after which a prior authorization is required.

COUNTY FUNDED COMPENSATION AND CLAIMS

A. Behavioral Health Services Not Billable to Third Party Insurance

A.1. In order to provide county residents with access to necessary behavioral health services that are not covered by state or commercial insurance plans, the Agency agrees to cover the cost of services on a case-by-case basis to residents Agency deems eligible. (Example: A child is in an out of home placement and the parent(s) need coaching as to how to respond when the child returns to their care.)

A.2. Agency is not liable to pay an invoice for a client whose services it had not specifically approved, or for intensity of treatment exceeding the frequency agreed to at the time the client was approved for services. Each client's continued participation under this section is at the discretion of Agency.

A.3. Agency agrees to pay for attending meetings regarding the authorized resident. writing of reports or communications requested of the agency, missed appointments and phone conversations associated with the services and rates outlined in Exhibit A. Face-to-face therapy, skills, coaching, functional assessments, or service plan development should occupy the majority of charges billed.

A.4. Agency shall notify Provider. within 15 business days. via a termination of services letter if it intends to discontinue coverage of services for a client. Following this notification, Agency will not be financially responsible for future client visits after the 15-business day notice unless a new approval is issued.

A.5. Provider's responsibility:

A5.1 Provider shall not bill any sessions that could have compliantly been billed to third-party insurance under this section.

A5.2 Provider is responsible for ensuring documents necessary to complete billing (diagnostic assessment/comprehensive evaluation, case plan etc.) are completed. Provider will not bill for sessions under this section that would be billable if appropriate documents were completed.

A5.3 Provider will notify Agency of client missed appointments in writing via e-mail or text within 48 hrs. Failure to make notification may result in non-payment of service.

A5.4 Provider will assume responsibility for documenting and other administrative-clinical tasks and records will be the property of Provider.

A.6. From time to time a client may significantly benefit from services, and that the patient would not seek services unless those services were subsidized, Provider may contact Agency for authorization and negotiate terms of payment.

B. Services Not to Exceed:

The Provider shall deliver services in each of the areas listed below utilizing the rates found in Exhibit A and shall not bill for services that exceed the contract ceiling amounts.

Program Services	Contract Ceiling
Children's Mental Health Services	\$40,000
	<u>\$40,000</u>

C. Claims Submission/Invoicing:

- Invoicing: The Provider within thirty business days following the last day of each calendar month shall submit a standard invoice for services provided. The Invoice shall include:
 - total program and administrative expenditures for the month; and
 - an itemized account of each social services' eligible individual served
 - name (or initials)
 - ii. service dates
 - iii. identifying service(s) provided
 - iv. number of units and cost per unit
 - v. services shall be billed in 15-minute increments unless otherwise outlined in Exhibit A.
- Response to Invoice: Within 30 days of receipt of the invoice the Agency is expected to respond with payment for the entire invoice provided, or a partial payment for the invoice with reasons for all remaining services that were not paid so both parties have timely transparency to any billing concerns.
- The Provider will not charge any program or service fee to eligible clients that are covered under public, and/or private insurance/health plans. The agency accepts responsibility for co-pays and/or deductibles for dually eligible clients.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Out of state travel request Melissa Perrault

Out of state travel request for Melissa Perreault, Wellness Coordinator, to attend the SOPHE (Society for Public Health Education) Annual Conference, April 22-24, 2026 at Portland, Oregon. All expenses paid by DHS as the Region 1 ATOD Regional Prevention Coordinator to meet training and work plan deliverables.

Action Requested: Approval for out of state travel for Melissa Perreault to attend SOPHE Annual Conference in Portland, Oregon from April 22-24, 2026.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Out of state travel request Angel Korynta

December 2, 2025 meeting - Out of state travel request approved for Jason Flores approved to attend NACCHO's Preparedness Summit at Baltimore, Maryland from April 12-16, 2026. Meets state grant work plan deliverables, expenses paid by Response Sustainability Grant funds.

Flores vacated his position so I recommend Angel Korynta attend NACCHO's Preparedness Summit.

Action Requested: Approval for out of state travel for Angel Korynta to attend the NACCHO Preparedness Summit in Baltimore, Maryland from April 12-16, 2026.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Deterra Drug Deactivation – Polk County Opioid Settlement Funds

SUMMARY:

PCPH received public requests for medication disposal pouches. These pouches provide a safe, convenient method for disposing of unused or expired medications at home, helping reduce the risk of accidental ingestion, misuse, diversion, and environmental contamination. Proper medication disposal aligns public health priorities, including substance misuse prevention, injury prevention, and environmental health protection, and are included in the Minnesota Opioids State-Subdivision Memorandum of Agreement Appendix A – List of Opioid Remediation Uses.

Public Health explored and presented recommendations to the Polk County Opioid Settlement Funds Advisory Council. The Council (and Public Health) recommends up to \$5,000 of Polk County Opioid Settlement Funds be approved and allocated for the purchase and distribution of Deterra Drug Deactivation pouches. Initial investment of \$2,205 for 750 pouches shared among community/healthcare partners across Polk County to distribute to the public.

Deterra works by adsorbing (deactivating) medications by activated carbon. Once adsorbed by activated carbon, medications are no longer available for abuse or extraction by potential abusers or environmental conditions. Smaller carbon footprint due to their plant-based packaging which is USDA Certified.

ACTION REQUESTED: *Motion to approve up to \$5,000 Opioid Settlement Funds be allocated for the purchase and distribution of Deterra Drug Deactivation pouches.*

PURCHASE ORDER

Contact Name	Sarah Shimek	Quote Number	00008494
Contact Email	sarah.shimek@polkcountymn.gov	Created Date	2/11/2026
Payment Terms: Net 30 days		Expiration Date	3/11/2026

BILL TO INFORMATION

Bill To Name Polk County, MN Public Health
 Bill To 1424 Central Ave. NE
 East Grand Forks, Minnesota 56721
 United States
 Bill To Contact Sarah Shimek
 Email sarah.shimek@polkcountymn.gov
 Phone +12187734987 📞

SHIP TO INFORMATION

Ship To Name Polk County Public Health
 Ship To 1424 Central Ave. NE
 East Grand Forks, Minnesota 56721
 United States
 Ship To Contact Sarah Shimek
 Ship To Email sarah.shimek@polkcountymn.gov
 Ship To Phone +12187734987 📞

Product	Quantity	UOM	Units per Case	Product Description	Sales Price	Subtotal
7001-CASE	3.00	CASE	250	Deterra SP	\$735.00	\$2,205.00

Shipping Info	SHIPPING INCLUDED	Total Price	\$2,205.00
Shipping Type	Standard Ground	Shipping and Handling	\$0.00
		Grand Total	\$2,205.00

SALES TAX NOT INCLUDED ON ORDER

** If you are claiming exemption from sales tax, you must submit your state sales tax exemption certificate. If we do not receive a state sales tax exemption certificate, the appropriate taxes will be added to your order.

Customer Approval: _____

Approval Date: _____

By signing, I am approving purchase of the products included herein. I have verified that all information is accurate and complete, and that I have the signatory authority to place this order. Any changes to this order resulting in additional charges are the responsibility of the customer.



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Crookston Secondary High School

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

ACTION REQUESTED: *Motion to approve Polk County Opioid Settlement Fund contract with Crookston Secondary High School for \$40,000.*

**AGREEMENT BETWEEN THE
COUNTY OF POLK AND CROOKSTON
SECONDARY HIGH SCHOOL PART OF
CROOKSTON PUBLIC SCHOOL DISTRICT
593**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Crookston Secondary High School, part of Crookston Public School District 593, 402 Fisher Avenue, Crookston, MN 56716 (“Contractor”), by and through their respective governing boards.

RECITALS

WHEREAS, the County has received funds from the National Opioid Settlement;

WHEREAS, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

WHEREAS, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf, and the Reporting and Compliance Addendum document, which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 40,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director

Polk County Public Health

816 Marin Ave, Suite 125

Telephone: 218-281-3385

Email: sarah.reese@polkcountymn.gov

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Crookston Secondary High School part of Crookston Public School District 593
Lisa Conzemius or Blake Stoltman
402 Fisher Avenue
Crookston, MN 56716
218-281-2144 ext 2204
lisaconzemius@isd593.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

County Attorney/Date

COUNTY OF POLK – Polk County Public Health

By: _____

Title: _____

Date: _____

**CROOKSTON SECONDARY HIGH
SCHOOL PART OF CROOKSTON
PUBLIC SCHOOL DISTRICT 593**

By: _____

Title: _____

Date: _____

EXHIBIT 1 STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

(2023)

Purpose

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

Goal

Provide Contractor with access to Polk County (MN) opioid settlement funds.

Service Expectations

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
 - https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf

Reporting

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
 - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
 - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
 - Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
 - Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf
 - Reporting is required in accordance to the DHS reporting addendum Appendix A
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (found on last page)
- Information on funded service/program
- Service/program/activity (drop-down, multiple select box, if feasible)
 - Budget for the program/service, actual expenditure on the program/service
 - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
 - Remediation category
 - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
 - Use of evidence-based practices and culturally-relevant services
- Outcomes for activities of \$25,000 or more in calendar year expenditures
- Brief qualitative successes or challenges/barriers from the field (125-250 words)
 - Report on the results of the activity using 1 or more self-defined process measures
 - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
 - Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

Exhibit 3 - Invoice Form

Invoice Date:
Project Name: <i>Opioid Settlement Funds</i>
Email Invoice to: <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
Billing Period for this Invoice:
Organization/Program Contact:
Contact Person for Invoice:
Remit to (where payment should be sent):

Invoice Category:	Amount Spent in this Billing Period:
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.

I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Signature:
Date:



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with KROX Radio

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

ACTION REQUESTED: *Motion to approve Polk County Opioid Settlement Fund contract with KROX Radio for \$10,400.*

AGREEMENT BETWEEN THE COUNTY OF POLK AND KROX RADIO

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and KROX Radio, 208 South Main Street, Crookston, MN 56716 (“Contractor”), by and through their respective governing boards.

RECITALS

WHEREAS, the County has received funds from the National Opioid Settlement;

WHEREAS, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

WHEREAS, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf, and the Reporting and Compliance Addendum document, which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 10,400 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director

Polk County Public Health

816 Marin Ave, Suite 125

Telephone: 218-281-3385

Email: sarah.reese@polkcountymn.gov

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

KROX Radio
Chris Fee
208 South Main Street
Crookston, MN 56716
218-281-1140
Chrisjfee@yahoo.com

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

County Attorney/Date

COUNTY OF POLK – Polk County Public Health

By: _____

Title: _____

Date: _____

KROX RADIO

By: _____

Title: _____

Date: _____

EXHIBIT 1 STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

(2023)

Purpose

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

Goal

Provide Contractor with access to Polk County (MN) opioid settlement funds.

Service Expectations

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
 - https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf

Reporting

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
 - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
 - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
 - Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
 - Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf
 - Reporting is required in accordance to the DHS reporting addendum Appendix A
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (found on last page)
- Information on funded service/program
- Service/program/activity (drop-down, multiple select box, if feasible)
 - Budget for the program/service, actual expenditure on the program/service
 - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
 - Remediation category
 - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
 - Use of evidence-based practices and culturally-relevant services
- Outcomes for activities of \$25,000 or more in calendar year expenditures
- Brief qualitative successes or challenges/barriers from the field (125-250 words)
 - Report on the results of the activity using 1 or more self-defined process measures
 - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
 - Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

Exhibit 3 - Invoice Form

Invoice Date:
Project Name: <i>Opioid Settlement Funds</i>
Email Invoice to: <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
Billing Period for this Invoice:
Organization/Program Contact:
Contact Person for Invoice:
Remit to (where payment should be sent):

Invoice Category:	Amount Spent in this Billing Period:
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.

I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Signature:
Date:



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Recovery Partners. Inc. – HopeWorks Network

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

ACTION REQUESTED: *Motion to approve Polk County Opioid Settlement Fund contract with Recovery Partners, Inc. – HopeWorks Network for \$50,000.*

**AGREEMENT BETWEEN THE
COUNTY OF POLK AND RECOVERY
PARTNERS, INC- HOPEWORKS NETWORK**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Recovery Partners, Inc-HopeWorks Network, 23028 347th St. SE, Erskine, MN 56535 (“Contractor”), by and through their respective governing boards.

RECITALS

WHEREAS, the County has received funds from the National Opioid Settlement;

WHEREAS, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

WHEREAS, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf, and the Reporting and Compliance Addendum document, which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 50,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director

Polk County Public Health

816 Marin Ave, Suite 125

Telephone: 218-281-3385

Email: sarah.reese@polkcountymn.gov

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Recovery Partners, Inc.- Hopeworks Network
Jay Coughenour
23028 347th St. SE
Erskine, MN 56535
Telephone: 218-214-5515
Email: jay@nwmncenterforhope.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

County Attorney/Date

COUNTY OF POLK – Polk County Public Health

By: _____

Title: _____

Date: _____

**RECOVERY PARTNERS, INC. -
HOPEWORKS NETWORK**

By: _____

Title: _____

Date: _____

EXHIBIT 1 STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

(2023)

Purpose

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

Goal

Provide Contractor with access to Polk County (MN) opioid settlement funds.

Service Expectations

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
 - https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf

Reporting

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
 - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
 - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
 - Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
 - Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf
 - Reporting is required in accordance to the DHS reporting addendum Appendix A
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (found on last page)
- Information on funded service/program
- Service/program/activity (drop-down, multiple select box, if feasible)
 - Budget for the program/service, actual expenditure on the program/service
 - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
 - Remediation category
 - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
 - Use of evidence-based practices and culturally-relevant services
- Outcomes for activities of \$25,000 or more in calendar year expenditures
- Brief qualitative successes or challenges/barriers from the field (125-250 words)
 - Report on the results of the activity using 1 or more self-defined process measures
 - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
 - Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

Exhibit 3 - Invoice Form

Invoice Date:
Project Name: <i>Opioid Settlement Funds</i>
Email Invoice to: <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
Billing Period for this Invoice:
Organization/Program Contact:
Contact Person for Invoice:
Remit to (where payment should be sent):

Invoice Category:	Amount Spent in this Billing Period:
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.

I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Signature:
Date:



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

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

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

ACTION REQUESTED: *Motion to approve Polk County Opioid Settlement Fund contract with Recovery Partners, Inc. – Northwest MN Center for Hope for \$47,600.*

**AGREEMENT BETWEEN THE
COUNTY OF POLK AND RECOVERY
PARTNERS, INC-NORTHWEST MN
CENTER FOR HOPE**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Recovery Partners, Inc-NW MN Center for Hope, 23028 347th St. SE, Erskine, MN 56535 (“Contractor”), by and through their respective governing boards.

RECITALS

WHEREAS, the County has received funds from the National Opioid Settlement;

WHEREAS, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

WHEREAS, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf, and the Reporting and Compliance Addendum document, which can be found at: https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 47,600 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director

Polk County Public Health

816 Marin Ave, Suite 125

Telephone: 218-281-3385

Email: sarah.reese@polkcountymn.gov

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Recovery Partners, Inc.-Northwest MN Center for Hope
Jay Coughenour
23028 347th St. SE
Erskine, MN 56535
Telephone: 218-214-5515
Email: jay@nwmncenterforhope.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

County Attorney/Date

COUNTY OF POLK – Polk County Public Health

By: _____

Title: _____

Date: _____

**RECOVERY PARTNERS, INC
NORTHWEST MN CENTER FOR HOPE**

By: _____

Title: _____

Date: _____

EXHIBIT 1
STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

(2023)

Purpose

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

Goal

Provide Contractor with access to Polk County (MN) opioid settlement funds.

Service Expectations

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
 - https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf

Reporting

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
 - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
 - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
 - Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
 - Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf
 - Reporting is required in accordance to the DHS reporting addendum Appendix A
 - https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf (found on last page)
- Information on funded service/program
- Service/program/activity (drop-down, multiple select box, if feasible)
 - Budget for the program/service, actual expenditure on the program/service
 - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
 - Remediation category
 - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
 - Use of evidence-based practices and culturally-relevant services
- Outcomes for activities of \$25,000 or more in calendar year expenditures
- Brief qualitative successes or challenges/barriers from the field (125-250 words)
 - Report on the results of the activity using 1 or more self-defined process measures
 - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
 - Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

Exhibit 3 - Invoice Form

Invoice Date:
Project Name: <i>Opioid Settlement Funds</i>
Email Invoice to: <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
Billing Period for this Invoice:
Organization/Program Contact:
Contact Person for Invoice:
Remit to (where payment should be sent):

Invoice Category:	Amount Spent in this Billing Period:
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.

I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Signature:
Date:



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Vocal Fuel Consulting

SUMMARY:

Polk County Public Health, as part of Polk-Norman-Mahnomen CHB (Polk and Norman-Mahnomen Public Health), in partnership with Prairie Lakes CHB (Otter Tail County and Wilkin County) and Partnership4Health CHB (Clay County and Becker County) (MDH Infrastructure Innovation – Communications) and Quin County CHB (NW8). Working towards fully meeting Foundational Public Health Responsibilities and Public Health Accreditation Board related standards/required documentation. Our results will inform and contribute to the broader public health system. Funded and approved by MDH Infrastructure Innovation funds.

Vocal Fuel Consulting - Consultant and Facilitation

(\$95 per hour, up to 80 hours)

1. Message Testing Framework - Identify/develop a standardized framework for testing public health messages and campaign concepts with community prior to wide dissemination.
PHAB Domain 3 (3.1.1 community engagement) and Domain 10 (10.1.1 effective communication).
2. Message Testing Tool Identification and Pilot Implementation
PHAB Domain 5 (5.2.1 evidence-based practices) and Domain 4 (4.1.1 collect and use data for public health action).

3. Facilitated Community and Interest Holder Engagement - Ensure community/partner voice informs public health communications.
PHAB Domain 3 (3.2.1 use community input to inform public health strategies)
4. Data-Informed Message Refinement - Analyze qualitative and quantitative feedback to refine and optimize public health messaging.
PHAB Domain 10. (10.1.2 accurate/accessible communications)
5. Performance Measurement, Analysis, and Reporting - Develop and deliver reports that summarize message effectiveness, reach, and audience response.
PHAB Domain 4 (4.2.1 data analysis and use)
6. Capacity Building and Workforce Development - Provide training, tools, and documentation to build internal staff capacity to implement message testing and apply data-driven communication strategies.
PHAB Domain 8 (8.2.1 workforce development).
7. Sustainability and Continuous Quality Improvement (CQI)
Recommendations - Deliver recommendations for integrating message testing into routine public health communications workflows, including CQI informal/formal processes to support ongoing improvement.
PHAB Domain 9 (CQI process) and Domain 10 (effective communication).

ACTION REQUESTED: *Motion to approve Vocal Fuel Consulting proposal.*



VOCAL FUEL CONSULTING

*Organizational Communication . Workplace Culture Consulting.
Training & Leadership Coaching.*

ISSUED TO:

Polk County Public Health

INVOICE NO: Proposal

DATE: 1.30.25

DUE DATE: N/A

ISSUED TO:

Megan Pederson - Vocal Fuel
10601 390th ST SE
Fertile, MN 56540

DESCRIPTION	TOTAL
Project set-up, logistic planning and communication, project designs consultation and feedback, coordination amongst parties (PCPH, Sarah Reese & team, Vocal Fuel team), market research & brainstorming, understanding needs & grant requirement. Creating a training for understanding message testing. Providing various options for message testing. Creating template access to message testing options. Travel for meetings & training. Communication regarding deliverables, record keeping/communication notes for grant summary etc. Final presentation with access set up to begin message testing.	
TOTAL ANTICIPATED HOURS	80
RATE OF PAY	\$95/hour

OTHER SERVICES AVAILABLE

Organizational Communication Audits
Workplace Culture Workshops
Leadership Training and Coaching
Marketing
Presentatuon prep and training

THANK YOU



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: February 17, 2026

AGENDA ITEM: IGRA and Mantoux Tests

SUMMARY:

Interferon Gamma Release Assay (IGRA) (blood test) and Mantoux (TST/skin test) are the two primary methods for detecting latent tuberculosis (TB) infection by measuring immune response.

Recommendation - Approval of the updated TST fee structure and the addition of Quantiferon IGRA testing at the proposed rate.

- Mantoux Tuberculin Skin Test (TST)
Increasing the charge to \$130 for the initial Mantoux TST.
Second step TST (when clinically required):
 - \$30 if completed within the useable vial timeframe
 - \$130 if a new vial is required due to expiration (greater than 30 days)
- Quantiferon IGRAs
 - Propose offering IGRA testing \$110
 - Test to be processed through our existing laboratory contract
 - Particularly beneficial for individuals with prior BCG vaccination, scheduling barriers, or difficulty returning for TST reading

ACTION REQUESTED: *Motion to approve the updated TST fee structure and the addition of Quantiferon IGRA testing at the proposed rate.*



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: Stacy Grover, Finance Director
MEETING DATE: Tuesday, February 17, 2026
AGENDA ITEM: Approval of Assistant Finance Director Position Description
and Hiring Process

SUMMARY: Requesting approval of the proposed position description and to take the appropriate steps to fill the position.

1. The proposed job description is attached and was developed with Annette Storm at Abdo and me, with the County Administrator's review.
2. Also attached is the review from Dr. Tessa Melvin at DDA placing the position in grade 17 of the County's wage grid. Grade 17 has an hourly rate between \$41.53 and \$52.61.
3. This position is included in the approved 2026 budget at 75% figuring an April 1 start date. The actual start date will depend entirely on the hiring process and candidate pool.

ACTION REQUESTED: Motion and action approving the Assistant Finance Director position as presented and begin the hiring process.

Assistant Finance Director

Dept/Div: Finance.

FLSA Status: Exempt.

General Definition of Work

Performs complex professional work providing direction and oversight for the Finance Division's financial activities and support functions involving the setting of policies, establishing divisional goals, budgeting and finance, payroll supervision, technology services, accounting, collections, contracting, and purchasing. Work is performed under the general direction of the Finance Director. Divisional supervision is exercised over personnel within the Division.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Responsible for the County's cash management, investments, debt issuance and interest rate factors, both internally and externally. Prepare and maintain statements of cash flows to identify available funds for investment opportunities

Responsible for and oversees Finance Department personnel and directs employee hiring, promotions, discharge, assignment, reward, and discipline of those employees.

Manage financial operations which include prepare month-end closing and monthly reports for internal staff, assist in preparing quarterly financial reports for the board, conduct year-end closing procedures oversee journal entries, accounts receivable, accounts payable, and bank reconciliations.

Responsible for payroll operations including supervision of procedures and related accounting systems and develop payroll policies to ensure integration with HR information systems. Supervise the payroll clerk and review payroll processes and collaborating with HR to ensure that authorized changes are implemented accurately.

Support the County-wide budget process by managing budget software to ensure accurate historical financial data and maintaining personnel budget information. Coordinate with departments to ensure data entry accuracy and assist the Finance Director in preparing board budget reports.

Coordinate and direct the County's annual audit process, including the preparation of schedules and year-end audit entries. Maintain a centralized record of all County capital assets.

Ensures that departments receive timely and consistent financial systems support and training. Develop evaluation tools/metrics to ensure financial objectives of the County and departments are met. Serve as the County's ERP administrator, overseeing the audit of permissions to ensure proper authorization as staff roles change.

Oversee and manage County lease agreements, ensuring compliance with terms and conditions. Coordinate with tenants and property management to address any issues, renewals, or modifications, and maintain accurate records of lease documents

Oversee the implementation of State, Federal, and agency program and grant requirements, with a strong focus on grant oversight and interdepartmental coordination. Collaborate with internal and external partners to ensure effective administration of programs, optimizing resource allocation and management. Lead staff and systems to administer programs efficiently while fostering an environment of innovation and continuous improvement.

Acts as Division Head designee for County Board meetings, leadership meetings, County committee meetings, and in daily decision making when directed by the Finance Director.

Performs other duties and activities as assigned.

Knowledge, Skills and Abilities

KNOWLEDGE REQUIRED:

Knowledge of payroll, financial forecasting, reporting, and planning functions.

Knowledge of accounting systems, financial management principles and practices, and electronic data processing.

Knowledge/experience with management practices, methods, and procedures.

SKILLS & ABILITIES REQUIRED:

Oral and written communications.

Working independently without extensive supervision and supporting the daily work of the accounting and payroll technicians.

Establishing and maintaining an effective working relationship with employers, supervisors, department heads, officials, and the public.

Supervising as directed the work activities and functions of accounting and support personnel.

Planning, developing, and implementing accounting control procedures and methods.

Applying financial and data processing knowledge to prepare and present financial statements and reports.

Analyzing and interpreting fiscal and statistical data and in preparing and presenting financial statements and reports.

Maintaining a safe working environment.

Prioritizing and organizing a variety of responsibilities.

Following written and oral communication and completing tasks in a timely manner.

Communicating and assisting in enforcing department and County policies and practices.

Using department tools, materials, and equipment.

Preparing and presenting numerical and narrative reports.

Ability to use the following: Computers, telephone, fax machine, copier, software applications, printer/scanner, calculator, and other miscellaneous department tools, materials, and equipment.

Education and Experience

Bachelor's degree in Finance, Accounting, Business Administration, or related field and three years' experience in finance, accounting, public administration, or related field.

Payroll experience is highly preferred.

Physical Requirements

This work regularly requires sitting and repetitive motions, frequently requires standing, speaking or hearing and using hands to finger, handle or feel and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision; vocal communication is required for conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data; work has no exposure to environmental conditions; work is generally in a very quiet location (e.g. office, meeting room, storage or file room).

Special Requirements

Valid driver's license.

GRADE: 17



Board of Commissioners

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

TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: February 17, 2026

AGENDA ITEM: Out of State Travel Request – NACO Conference in New
Orleans, LA July 17 to 20

SUMMARY: The annual National Associations of Counties conference is in New Orlean, LA this July. Out of state travel requires County Board approval.

1. Normally I would be requesting approval to attend the ICMA Conference with my employment agreement. This year I think NACO fits better into my work and personal schedule than the ICMA conference which is in October during budget and back to school season. Therefore, I am requesting approval to attend the NACO conference in July instead.
2. Flight, lodging and conference registration are yet to be determined, but \$2,000 is budgeted for the ICMA conference and travel for this year.
3. Professional development is the purpose of attending the NACO conference, as would be the ICMA and MCMA (Minnesota City/County Management Association) conferences.

ACTION REQUESTED:

1. Action to approve this out of state travel request.