

Accept Community Development Block Grant

WHEREAS, Aitkin County has been awarded the Community Development Block Grant for Broadband Development. Aitkin County has been awarded \$4,823,654 from the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division AND

WHEREAS, Townships that are targeted in the project are Idun, Pliny, Rice River, Seavey, White Pine, Williams and the City of McGrath. The project is required to be completed by April 2024.

NOW, THEREFORE, BE IT RESOLVED, that Aitkin County approves acceptance of the Community Development Block Grant # CARE-21-0011-O-FY21 equaling \$4,823,654.

BE IT FURTHER RESOLVED, the County authorizes the County Administrator to be the Aitkin County authorized representative for grant contract agreement # CARE-21-0011-O-FY21.

Commissioner XXXXX moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 9th day of November, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of November, 2021

Jessica Seibert
County Administrator

STATE OF MINNESOTA
DUNS NO. 804832640
GRANT CONTRACT AGREEMENT NO. CARE-21-0011-O-FY21

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and Aitkin County, 307 2nd St., Aitkin, MN 56431, Federal Tax ID # 41-6005749 ("GRANTEE").

Recitals

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this grant.
2. The State is in need of non-entitlement and entitlement units of local government to administer the Community Development Block Grant Coronavirus (CDBG-CV) grant.
3. The funds are intended to provide grant funds for eligible Community Development Block Grant Coronavirus (CDBG-CV) activities that assist communities, particularly low to moderate income communities, in preventing, preparing for, and responding to the coronavirus (COVID-19) pandemic.
4. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Terms of Grant Contract Agreement

1.1 Effective date: August 9, 2021, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for approved expenses that occurred prior to the execution of this grant contract agreement.

1.2 Expiration date: March 1, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 16. Duplication of Benefits; 29. Program Income.

2 Grantee's Duties

2.1 Duties, Deliverables, and Completion Dates. The Grantee, who is not a state employee, will: Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

The Grantee has made application to the State for the purpose of administering CDBG-CV projects in the manner described in Grantee's "APPLICATION," which is incorporated into this grant contract agreement by reference.

The Grantee is awarded funds to provide financial assistance to prevent, prepare for, and respond to coronavirus. The activities must satisfy the benefit of low to moderate income households/persons or an urgent need national objective. These activities may include public service, retrofitting buildings, commercial rehabilitation, and broadband development.

Specific grantee activity will be detailed and set forth in Clause 4.1(a).

2.2 Provisions for Contracts and Sub-grants.

(a) Contract Provisions. The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

(b) Ineligible Use of Grant Funds. (Not applicable to CDBG-CV) The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

(c) Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(d) Payment of Contractors and Subcontractors. The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 Time

The grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant, time is of the essence. Request for contract extension will not be permitted.

4 Compensation and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMA	03	Broadband Infrastructure	820	820	450	\$4,593,956.00	\$5,000.00	\$4,598,956.00
	21A	Administration				\$229,698.00		\$229,698.00
		Totals				\$4,823,654.00	\$5,000.00	\$4,828,654.00

(b) Travel Expense (does not apply to CDBG-CV)

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee or the

project's designated administrative agency, if applicable as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$4,823,654.00.

(i) Pre-award Costs. Grantee may incur reimbursable administrative costs prior to the fully executed grant contract agreement, but only after the CDBG-CV award letter has been released. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

(ii) Eligible Costs. Eligible costs include the costs identified in the Section 4.1 (a) of this Grant Contract Agreement that are incurred during the contract period and are also eligible for the CDBG program.

4.2 Payment

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an acceptable itemized invoice for the services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two-week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

(b) Federal Funds. Payments under this grant contract agreement will be made from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974 through a special allocation of Community Development Block Grant funds which was authorized by the Coronavirus Aid, Relief and Economy Security Act (CARES Act), Public Law 116-136. Federal Award number B-20-DW-27-0001. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this grant contract agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this grant contract agreement, the other provisions of this grant contract agreement shall take precedence over the provisions of the Application.

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(b) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. In addition, for projects that include construction work of \$2,000 or more, Davis Bacon Act and Related Requirements noted in part 26 of this grant contract agreement will apply.

(c) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp> and <https://www.sam.gov/SAM/>.

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Christian Nordeng, Grants Specialist, 1st National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7455, christian.nordeng@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is The Honorable Mark Wedel, County Board Chairperson of Aitkin County, 307 2nd St, Aitkin, MN 56431, mark.wedel@co.aitkin.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments. Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

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

7.4 Grant Contract Agreement Complete. This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, and the General Accounting Office of the

U.S. Department of Housing and Urban Development as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Accounting methods must be in accordance with generally accepted accounting principles.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

- a) The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.
- b) Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- c) The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents created and paid for under this grant contract agreement are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the

infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:

- (a) Funding for Grant No. **CARE-21-0011-O-FY21** is withdrawn by United States Department of Housing and Urban Development.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 In the event of cancellation. In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in

any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

15 Data Disclosure

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

16 Duplication of Benefits, The Grantee must develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity. At a minimum the procedures must include a requirement that any person or entity receiving CDBG-CV that is determined duplicative will need to repay assistance with non-federal dollars, and include a method of accessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disasters, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

17 Conflicts of Interest-Application Submittal

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat. §16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

18 Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors, and sub-recipients are not listed on the Federal publication that lists debarred, suspended, and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

19 Conflict of Interest Screening

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

20 Federal Environmental Standards

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

21 Drug-free Workplace/Drug-Free Workplace Awareness Program

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

22 Prohibition of Excessive Force Policy

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

23 Residential Anti-displacement and Relocation Assistance Plan

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

24 Fair Housing

The Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

25 Policies and Procedures

Where applicable and prior to release of funds, the Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

26 Federal Labor Standards

When applicable, the Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). The Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving Broadband Development and Retrofitting building projects, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

27 Use of Out of State Contractors

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

- A. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or
- B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

28 Reporting

The Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. In addition, recipients of \$150,000 or more of CDBG-CV funds must submit, no later than 7 days after the end of each calendar quarter a quarterly report to the State. Quarterly reports must be in accordance with the reporting requirements set forth in Section 15011 of the CARES Act. Grantee shall use the reporting forms provided by the State.

29 Program Income

Program income generated using CDBG-CV grants will be treated as annual formula CDBG Program Income. Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from CDBG-CV grants. Any income received from these grants that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for a Small Cities Development Program (SCDP) approved purpose. Eligible activities funded by funds generated from CDBG-CV activities do not need to be used to prevent, prepare for, and respond to COVID-19. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a "SCDP Income Reuse Plan" on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee's Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may request the funds be returned.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the "[Post Closeout Online Reporting](#)" and if applicable the "Post Closeout Program Income Expenditure Reporting Form" located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from CDBG-CV grants (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

30 Procurement

The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

31 Section 3 & Equal Opportunity

Grantee must adhere to the Subparts A, C and D of the Section 3 regulations at 24 CFR 75 if the financial assistance provided to the project exceeds a threshold of \$200,000 in HUD program funding. If the project is found to be a Section 3 project, requirements at 24 CFR 75.19 must be followed. The Grantee will report labor hours in the Annual Report as described in 24 CFR 75.25(a), provide the qualitative efforts to assist low and very low-income persons described at 24 CFR 75.25(b) if reporting benchmarks are not met, must include Section 3 requirements and language in bidding documents and contracts, and retain necessary Section 3 documentation as described in 24 CFR 75.31. Additionally, the Grantee will include The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended) in the bidding and contract documents. Grantees will

adopt an “Affirmative Contractor Outreach Plan – Section 3, MBE and WBE” which will outline how the Grantee will adhere to Section 3 requirements and will promote the use of Section 3 business concerns and Women- or Minority-Owned Businesses. The plan will include a requirement that contractors and subcontractors will complete the Section 3 and Women- or Minority-Owned Business Certification form.

32 Public Hearing

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

33 Record Retention

The Grantee will maintain all grant related records and files for six years after grant closeout.

34 Bid Specifications

For broadband development projects, the Grantee or administrating agency must provide the State with bid specifications (not maps or architectural drawings) for review and approval.

35 National Objectives

All activities outlined in the Grantee Application and table contained in 4.1(a) shall meet a National Objective as outlined by the CDBG-CV program.

36 Lead Based Paint

For activities that involves a building or space used for occupancy, the Grantee will follow the DEED lead policy.

37 Monitoring

The State shall monitor grantee performance as outlined in its Annual Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The Grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (a) Reviewing financial and programmatic reports required by the pass-through entity.
- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.

The State and Grantee acknowledge their assent to this grant contract agreement and agree to be bound by its terms through their signatures entered below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  _____

Date: 10/26/2021

SWIFT Contract/PO No(s). 202839/3000452575/PR 65885

3. STATE AGENCY

By: _____

Title: _____

Date: _____

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**Minnesota Community Development Block Grant
COVID-19 (CDBG-CV)**

Broadband Development Application

Minnesota Community Development Block Grant COVID-19 (CDBG-CV) guidance is located on DEED website at <https://mn.gov/deed/government/financial-assistance/community-funding/small-cities.jsp>. This application packet is only for Broadband Development. Other eligible program component applications are available on the same website as the guidance.

The *Minnesota CDBG-CV* Program is designed to help non-entitlement and entitlement communities or counties to prepare, prevent, or respond to the health and economic impacts of COVID-19. The activities must be most critical to their locality and primarily for their low-and moderate-income residents.

The *Minnesota CDBG-CV* Program will be managed by the Office of Community Finance’s Small Cities Development Program (SCDP) unit. Projects associated with this Broadband Development Application will be funded with CDBG-CV funding. This one-time program is specifically aimed to award funding for broadband development projects that assist qualified communities in preparing for, preventing, and responding to COVID-19. The *Border to Border Broadband Development Grant Program* managed by the Office of Broadband Development is a separate broadband development program. Those interest in that program are directed to visit the [Office of Broadband Development webpage](#) for more information.

Broadband Development Activities

Grantees may utilize funding to provide new or increased access to broadband to support telework, telemedicine, telelearning, and/or televisits. All activities must result in a National Objective by providing new or enhanced broadband infrastructure and or components to low-to-moderate income (LMI) persons/households. For activities installing broadband infrastructure, the National Objective is met on an area basis (LMA). Activities associated with service/communication enhancements must benefit LMI persons/households.

Total allocation of CDBG-CV funds available towards Broadband Development projects is \$25,468,807.24. The Broadband Development activities may request an assumed maximum of \$5,000,000 per project. Broadband Development project includes installation of broadband infrastructure and other broadband related activities (example: telelearning, nursing home virtual visits, and other approved telecommunicating activities).

Activity	Description
Installation of broadband infrastructure	Installation of broadband infrastructure in areas with either download/upload speeds under the State’s goal or lacking broadband connectivity. Installation of infrastructure will enhance internet access to unserved and underserved areas to support the increased connectivity for telework, telemedicine, telelearning, and virtual visits/gatherings. Infrastructure may be in the form of last mile, middle mile, or tower installation. Last mile includes, but is not limited to, installation of lines to residential structures or nursing homes. CDBG-CV funding may be used towards the installation of main fiber lines, lines to towers and tower installation. Middle mile and tower installation will be allowed if last mile infrastructure will be included and will serve as the final leg in connecting the broadband network to end-users. Costs associated with the purchase of equipment for wireless broadband activities and broadband services are ineligible.
Communication Enhancements to end user	Other broadband related activities include activities in addition to the installation of main broadband lines and towers. Installation of lines to commercial, industrial or public buildings are ineligible. Service payments and purchasing/installing of equipment to transmit or receive broadband service are also ineligible.

**Minnesota Community Development Block Grant
COVID-19 (CDBG-CV)**

Broadband Development

GENERAL INFORMATION

- Applicant must submit two (2) application packets (1 original and 1 copy) of the application on/before June 1, 2021.
- Applicant must be an eligible non-entitlement general unit of local government or an entitlement community
- Applications must tie back to activities which prevent, prepare for, and respond to the coronavirus pandemic.
- Activities must meet the low-to-moderate income National Objective. For LMA, at least 51% of the residents in an area must be LMI persons or LMC where benefits are provided to specific groups of persons. Installation to end user must benefit LMI persons.
- Applications must clearly indicate all the *Minnesota CDBG-CV* activities proposed.
- The *Minnesota CDBG-CV* funding request per grantee/activity is described below:
 - The **Broadband Development**: assumed maximum of \$5,000,000 per project.
- Depending on the activities proposed, items must be competitively procured whether by bid or quote.
- There is no match requirement under the CDBG-CV program.

ADDITIONAL ATTACHMENTS FOR THE BROADBAND DEVELOPMENT APPLICATION

The following documents should be attached after the fully completed Broadband Development Application in the order the documents are listed below.

□ **MAP OF PROPOSED SERVICE AREA**

- Map should include proposed service area boundary, municipal boundaries, road/street names, rivers/lakes, and any broadband related facilities
- Middle mile projects: note location of proposed middle mile facilities

□ **UNSERVED/UNDERSERVED AREA MAP FOR PROPOSED SERVICE AREA**

Using the map application found at <http://map.connectmn.org/>, create and attach a map of the proposed service area overlaying the “Unserviced & Underserved Areas” layer. To display unserved and underserved areas, select the “Underserved & Unserviced Areas” layer within the *Access* field (upper left corner of screen). On the map display, click the “Draw” feature (paint palette icon) located near the top left of the map display to access the map draw feature. The proposed service areas should be drawn using either the circle, ellipse, polygon, or freehand polygon draw mode. In addition, the blue or red border preview design (located on the fourth row of the preview icon list) should be used. Maps may be generated and printed under the *Export Map* tab which can be found to the left of the Legend field.

This map application may also be used to assist in determining if the proposed service area would meet the 51% low-to-moderate income area (LMA) requirement. To access this information, click *EDUC. & INCOME* at the top of the middle box on the left side portion of the screen. Depending on the proposed service area’s boundaries, use the following layers:

- If the proposed service area will not extend beyond a city’s limits, click the check box next to “Low-Moderate Income Data for CDBG – Place” to view the place data. You may need to zoom in or out on the map for the layer to appear.
- If the proposed service area will extend beyond the city’s limits, click the check box next to “Low-Moderate Income Data for CDBG – Block Group” to view the census block group data. You may need to zoom in or out on the map for the layer to appear.

These layers are for informational use only and a map showing these layers does not need to be provided with the application. These layers are only meant to assist in determining if the proposed service area would meet LMA requirements. Please note that even if the proposed service area includes areas that are below 51%, it is still possible the entire service area may meet LMA requirements. To document the proposed service area will meet LMA requirements the applicant must complete the map using the steps noted in the “LMA PERCENTAGE DETERMINATION MAP” section and the spreadsheet noted in the “LMA PERCENTAGE DETERMINATION SPREADSHEET” section.

□ **LMA PERCENTAGE DETERMINATION MAP**

Note: If the service area is under 51% LMI the project does not meet the LMA criteria and is ineligible to receive funding.

To calculate the LMA percentage for the proposed service area, visit the HUD [Map Application](#). A brief video explaining how to utilize the map can be found on the [CDBG Low- and Moderate-Income Data - HUD Exchange](#) webpage. To start the video, click the video thumbnail or the “Demonstrating Area Benefit to Low and Moderate Income Persons” text. Video times applicable to using the mapping application can be found from 16:50 (16 minutes, 50 seconds) to 17:30 and specific information for calculating the LMA percentage with the mapping application can be found from 18:37 to 21:18.

If your proposed services area includes any area within the following jurisdictions, please contact the SCDP team (SmallCities@state.mn.us) to discuss how best to calculate the LMA percentage:

- Bloomington
- Eden Prairie
- Plymouth
- Woodbury City
- Dakota County
- St. Louis County
- Washington County

□ **LMA PERCENTAGE DETERMINATION SPREADSHEET**

The spreadsheet is generated using the Map Application noted above. The spreadsheet should show the calculated LMA percentage for the proposed service area. The calculation is described from 20:30 to 21:18 in the video noted in the “LMA PERCENTAGE DETERMINATION MAP” section.

- Spreadsheet should include the following columns:
 - Countyname
 - County
 - Tract
 - Blckgrp
 - Low
 - Lowmod
 - Lowmoduniv
 - Lowmod_pct

□ **FIVE-YEAR STAND-ALONE FINANCIAL ANALYSIS DOCUMENTATION**

- Pro-forma spreadsheet or narrative summarizing the financial analysis for the proposed project, including a description of how the costs and anticipated revenue will result in the financial viability of the project.

□ **CONFLICT OF INTEREST DISCLOSURE STATEMENT FOR THE BROADBAND SERVICE PROVIDER**

- Use the template on the [SCDP website](#) under the *Apply* tab

**Minnesota Community Development Block Grant
COVID-19 (CDBG-CV)**

**Broadband Development
Program Application**

PROJECT TITLE:

PROJECT NEED

- 1. Select the option from the list below that best fits the Broadband installation activity that is proposed for this project (choose one):**

- Last Mile Components not including tower installation
 Last Mile Components including tower installation
 Last Mile and Middle Mile Components not including tower installation
 Last Mile and Middle Mile including tower installation

Description: Last mile components are broadband infrastructure that serves as the final leg connecting the broadband service provider's network to the end-user customer's on-premise telecommunications equipment. Middle mile components are broadband infrastructure that links a broadband service provider's core network infrastructure to last mile infrastructure.

In addition, will this project include a Communication Enhancement Component?

- Yes No

- 2. Briefly describe the proposed service area (reference the map of the proposed service area) that will be affected by this project. When describing the area, indicate if any of the covered jurisdictions have taken any past actions to apply for funding or finance a broadband project.**

The Fiber-to-the-Home (FTTH) project location is located in southeast Aitkin County, encompasses portions of the following townships: Idun, Pliny, Rice River, Seavey, White Pine and Williams, including the town of McGrath.

- 3. Unserved and Underserved Documentation**

Based on the Unserved/Underserved area map, the proposed service area covers:

- Unserved Area only
 Underserved Area only
 Both unserved and underserved areas
 Neither unserved or underserved areas

4. Determine the low-to-moderate income (LMI) percentage for the entire proposed service area.

Based on the LMA percentage determination spreadsheet, the LMA percentage for the proposed service area is:

54.88%

5. Describe the need for broadband infrastructure and how it benefits the overall community, in preventing, preparing for, or responding to COVID-19, within the service area. The response should include how the COVID-19 pandemic has increased the need for broadband infrastructure.

Access to broadband is as imperative today as electricity was 75 years ago. A reliable fiber optic network is the backbone necessary to provide rural resident access to the benefits of unlimited bandwidth, cost efficiency and reliability. Residents in our proposed project area do not have access to quality or affordable Internet service for everyday needs and essential services. Furthermore, in most areas of the proposed project it is not even an option for them to receive a wireline Internet service. The COVID-19 pandemic has shown that broadband is no longer a luxury utility, but a requirement. Distance learning is now the new normal, not just for K-12, but for colleges across the country. Telemedicine has emerged as a critical tool in healthcare to reach more patients and to help keep people safe. Without access to a broadband connection, neither of these are an option for those in the proposed project area.

6. If the project includes a Communication Enhancement Component, describe the proposed enhancement activities and how it would further support or benefit residents and community members? Note: other proposed Communication Enhancement activities may be denied funding if it is determined the activities do not fit the requirements of CDBG-CV funding.

7. What resources, if any, are currently available for residents and community members to utilize or apply for in regards to broadband service assistance? Applicants should be aware that a review for duplication of benefits will be required prior awarding funds. More information on duplication of benefit can be found in the Minnesota CDBG-CV guide on the SCDP website.

8. Would this proposed project not be feasible without the award of the requested CDBG-CV broadband grant funds? If the proposed project was awarded less than the requested CDBG-CV funding, how would the reduced amount of funding impact the project (example: reduction in the proposed services area)?

The proposed project encompasses a vast area of land that is densely populated. The proposed project would include 85 miles of fiber and pass approximately 500 homes. The average cost per passing is close to \$10,000. Without funding this project will not happen and most likely this area of the county will remain unserved. If less than the amount requested is awarded, then the project would need to be reduced in sized to make economically feasible.

COMMUNITY IMPACT

1. Complete the following Current/Proposed Average Speed table.

For each community (using county name for unincorporated area) within the proposed service area, state the current average download and upload speeds and proposed average speeds that will be available to the community after project completion. Speeds should be entered in Mbps (Megabits per second).

**Note: the proposed average speed should not be lower than 25 Mbps download / 3 Mbps upload.*

Community name	Current average speed		Proposed average speed	
	Download	Upload	Download	Upload
Idun Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
Pliny Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
Rice River Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
Seavey Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
White Pine Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
Williams Township	<10 Mbps	<1 Mbps	1000 Mbps	1000 Mbps
McGrath	25 Mbps	3 Mbps	1000 Mbps	1000 Mbps

**Add more rows if needed*

2. What is the approximate percentage area of the proposed service area that is categorized/zoned as residential?

%

3. Will the project provide connections to non-residential buildings? If yes, what funding source will cover these connections?

**Note: CDBG-CV funding can only be used towards the installation of main broadband lines and lines to residential buildings. For agricultural zoned properties, eligible connections may only be installed to residential buildings.*

If businesses within the project area are passed and request service Mille Lacs Energy Cooperative will fund the service lines to the buildings.

4. Does the proposed service area include one or more of the following community descriptions when compared to the statewide average?

- High unemployment or poverty rates
- Low median household income
- High percentage of students eligible for free or reduced cost school lunches
- Significantly higher population loss levels.

Explain how the service area meets any of the measures above and provide citation or evidence to support this claim.

5. Provide the median household income of the community(ies) that will benefit from the service area ([U.S. Census: 2014-2018 Median Household Income](#)).

City/County name	Community name (if applicable)	Median household income
Aitkin County	Idun	
Aitkin County	Pliny	
Aitkin County	Rice River	
Aitkin County	Seavey	
Aitkin County	White Pine	
Aitkin County	Williams	
Aitkin County	McGrath	

**Add more rows if needed*

6. Will the project include the following assistance to LMI households?

- Will there be assistance offered to LMI households to access/connect to the network? If yes, describe the program or assistance and how participants would qualify.
- Will the Broadband service provider offer service payment assistance to LMI households that subscribe to the service? If yes, describe what level of assistance would be provided, the duration of assistance and how the household would qualify.
- Will community residents be informed of other possible service payment assistance programs during or near the end of the project? If yes, how will this information be distributed in the proposed service area? List a few programs that may be offered, if known. *Examples of assistance programs include the FCC Lifeline Program and the upcoming FCC Broadband Emergency Benefit Program.*

7. Will this project occur in conjunction with other ongoing or proposed broadband infrastructure project(s) in or near the proposed service area? *If yes, identify the other project(s) and how these projects could impact, whether beneficial or adverse, this proposed project.*

MLEC is completing a FTTH home project in 2021 that will be the network connection point to the proposed project area.

8. Describe what initiatives the Broadband service provider will undertake to communicate its proposed marketing plan to its prospective broadband services customer base. *The marketing plan should include activities to communicate the award of the proposed grant project, the timing and availability of constructed broadband service, and the applicant's plans on how to optimize broadband subscription rates once service becomes available.*

MLEC has marketing professionals experienced in working with the region's residents. MLEC has an additional advantage of being a trusted local provider of both electricity and fiber Internet to the area. MLEC currently has a 56% take-rate for all homes passed by the MLEC Fiber network.

MLEC and Aitkin County will work together to promote the award of the proposed grant project through the means of newspaper, newsletters, direct mailings, websites, and social media postings.

MLEC has a broadband promotion process in place that informs residents when a FTTH project will be coming to an area. Successful strategies include door-to-door neighborhood campaigns, as well as putting out yard signs promoting the availability of broadband in the area. MLEC will also promote the new service availability in the Cooperatives monthly newsletter, by direct mail, local newspaper announcements, and through social media.

In addition, MLEC has a fully functional website in place <http://www.mlecmn.net> to assist customers with plan selection, sign up and to find out if Broadband is available in their area.

- 9. Based on the proposed project area in which building and/or ground disturbance will occur, will the project potentially impact any local/state/federal historic architectural or archeological resources, farmland, a floodplain, or a wetland? If yes, briefly describe what elements may be impacted.**

COST EFFECTIVENESS

Note: Individual projects that will expend over two thousand dollars (\$2,000) in CDBG-CV funding for construction or rehabilitation activities must adhere to the Davis Bacon Prevailing Wage rates and Federal Labor Standards. Davis Bacon Prevailing Wage rates, are subject to change and can be found [here](#).

- 1. Of the following programs, select all the programs the grantee(s) has applied for, has been awarded funding, or received funding from for broadband related activities within the last two (2) federal fiscal years:**
- Local allocation of CARES Act funding directed towards broadband development/deployment
 - Minnesota Office of Broadband Development Border-to-Border Broadband Grant
 - USDA Reconnect Program
 - USDA Telecommunication Infrastructure Loan and Loan Guarantee Program
 - USDA Rural Broadband Access Loan and Loan Guarantee Program
 - USDA Community Connect Grant Program
 - FCC Rural Digital Opportunity Fund (RDOF) – Phase I
 - IEED National Tribal Broadband Grant (NTBG)
 - Indian Community Development Block Grant (ICDBG and/or ICDBG-CARES)

In the space below, if the grantee(s) applied for a program(s), state if the application(s) was selected for funding. If that application selected, state how much funding was requested and awarded. If the funding decision has not been released, state how much funding was requested and include the date the funding award notification should

be announced. If the grantee applied or received funding for broadband related activities from a program/fund not listed above, include the name and amount request and awarded for that program/fund.

2. **Does the broadband service provider intend to participate in the upcoming FCC Emergency Broadband Benefits program?**

Yes No Undetermined

3. **Have engineering services for project design been procured through a competitive process or are engineering services completed by the broadband service provider engineers?** *If a competitive process did occur, include the dates the procurement process occurred.*

No – a competitive process did not occur, engineering services and will be completed by broadband provider, MLEC.

4. **Will the Broadband service provider offer the broadband services for a minimum five-year period after the project is completed?**

Yes No

5. **How will any maintenance, repair, or system operation expenses be financed for a minimum of five years after the project has been completed?**

MLEC, the broadband provider will handle all maintenance, repair or system operation expenses that may occur.

6. **If a discounted rate will be offered to income qualified households, state the discount rate and what service will be covered by this discount?**

7. **Describe the overall organization strength and relevant broadband technical experience of the parties included in this application to build, manage, and effectively operate the proposed broadband project, if approved.** *Include a brief description of the management history and capacity of key officers and management staff. This description may be attached as a separate document and organization structure charts may be attached as well.*

- 8. Complete the following table with the best estimated month and year for listed milestones to be completed.**
CDBG-CV funding award notices are tentatively scheduled to be released in June 2021.

Procurement of broadband service provider (if applicable)	Month/year or N/A
Construction engineering work completed	Month/year
For projects a tower installation component, does the community have site control of the proposed tower site?	Yes/No - Date secured (month/year) or N/A
If the community does not have site control for the tower, when will it be secured	Month/year or N/A
Completion of Environmental Review	Month/year
All necessary permits obtained	Month/year
Proposed start to project activities	Month/year
Project 25% completed	Month/year
Project 50% completed	Month/year
Project 75% completed	Month/year
All Construction (including restoration work) completed	Month/year
Project 100% completed (all locations have service access)	Month/year

- 9. Based on the timeline above, would this project be 100% completed in 30 or 32 months of being awarded funds?**

- Yes, this project could be completed within 30 months
 Yes, this project could be completed within 30 to 32 months
 No, this project could not be completed within 32 months

- 10. Have all required municipal/county/state approvals necessary for this project to begin construction from all applicable area planning commission/zoning authority/road authority/railroad crossing entity, etc. been identified? What approval and permits will be required?**