

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: June 28, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Interim Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, and Engineer Brian Pogodzinski

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda one action item was added to the agenda: Consider replacing the #2 boiler at the Justice Center due to a failed heat exchanger. The total cost replacement would be \$61,500. Commissioner Johnson also asked that consent agenda item No. 3 be tabled until the personnel committee could meet to review it. Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with the changes.

Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the meeting minutes from June 14, 2022.

Motion was made by Commissioner Walter, seconded by Commissioner Burns, motion unanimously carried to approve the workgroup session minutes from June 21, 2022.

Public Comment: No public comments were made.

APPOINTMENTS

At 9:37 a.m. a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion carried unanimously to go into closed session pursuant to Minn. Stat. §13D.05, Subd. 3. (a) to evaluate the performance of an individual who is subject to its authority. The Commissioners along with Finance Director Lapham attended the closed session.

At 10:30 a.m. a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion carried unanimously to resume the regular meeting.

At 10:31 a.m. a motion was made by Commissioner Severson, seconded by Commissioner Walter to go into closed session pursuant to Minn. Stat. §13D.05, Subd. 3. (a) to evaluate the performance of an individual who is subject to its authority. The Commissioners along with Human Resources Director Kruger attended the closed session.

At 11:24 a.m. a motion was made by Commissioner Severson, seconded by Commissioner Walter, motion carried unanimously to resume the regular meeting.

Commissioners gave a brief summary of the closed sessions saying they had conducted department head reviews. They reviewed the department head self evaluations, discussed job descriptions, and job performance.

CONSENT AGENDA

Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Commissioners thanked Chris Hartley for his service to the County. Items approved are listed below.

- 1) Change Dylan Felten's classification/banding from Appraiser Trainee to Certified Minnesota Assessor - Income Qualified B24, Step 1, retroactive to 06/09/2022.
- 2) Confirm the resignation of Chris Hartley, Highway Maintenance Foreman, effective 06/23/2022.
- 3) This item was removed from the consent agenda.
- 4) Hire Brianna Ceaser, as a probationary Public Health Educator, C42, Step 1, effective 07/01/2022, conditioned upon successful completion of background check.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve the Memorandum of Agreement between the County of Houston and the International Union of Operating Engineers Local No. 49. (The MOA provided for a temporary work out of class assignment during the search for a Hwy. Maintenance Foreman.)

File No. 2 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve agreement between the County and City of La Crescent to outline the respective responsibilities regarding the use of funding for project SAP 028-600-001 for reconstructing the existing roadway and constructing curb along the northerly edge of the road providing a buffer between the road and Wagon Wheel Trail. The agreement secured funding for \$128,105.83 for La Crescent's project. The County would be the fiscal agent for the project.

File No. 3 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve a Gambling Permit on behalf of Sheldon Valley Sportsman’s Association to be held at Sheldon Valley Sportsman’s Association Range, 11511 County Road 10, Caledonia, MN on October 30, 2022.

File No. 4 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve a Gambling Permit on behalf of Able Foundation, Inc. to be held at La Crescent Snowmobile Club, 2485 County 6, La Crescent, MN on October 15, 2022.

File No. 5 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve replacing the #2 boiler at the Justice Center due to a failed heat exchanger. The total replacement cost would be \$61,500. Winona Controls would replace the boiler.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Solid Waste Meeting, Department Head Meeting, Election Judge Training, and Watershed 1 Plan Meeting.

Closing Public Comment: None.

Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to adjourned the meeting at 11:28 a.m. The next meeting would be regular meeting on July 5, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
July 05, 2022**

**Date Submitted: June 30, 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION

- **NONE**

APPOINTMENT REQUEST

Department Head Reviews

- Closed meeting pursuant to Minn. Stat. §13D.05, Subd. 3. (a) to to evaluate the performance of an individual who is subject to its authority
- Closed meeting pursuant to Minn. Stat. §13D.05, Subd. 3. (a) to to evaluate the performance of an individual who is subject to its authority

HR CONSENT AGENDA REQUEST

PHHS

- Assign Melissa Jordan, to the position of probationary Eligibility Worker, B24, Step 1, effective July 18, 2022 (Ms. Jordan is currently a PHHS Case Aide)
- Approve initiating a competitive search for a Case Aide

<u>Reviewed by:</u>	<input checked="" type="checkbox"/>	HR Director	<input type="checkbox"/>	Sheriff
	<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer
	<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate other dept)
	<input type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	
<u>Recommendation:</u>				
<u>Decision:</u>				

Houston County Agenda Request Form

Date Submitted: June 27, 2022 Board Date: July 4, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is a COR #40 covering the landscaping allowance materials to be moved to the tax exempt project. This is just documentation approval for Weiser to decrease the contract by the material amount and increase the tax exempt contract by the same resulting in a net zero change.

This COR includes material costs for establishing vegetation on the highway site.

Attachments/Documentation for the Board's Review:

COR #40

Justification:

Action Requested:

To approve the attached change order.

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**HOUSTON COUNTY
AGENDA REQUEST FORM
July 5, 2022**

Date Submitted: 6/29/2022

By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

ACTION REQUEST

Requesting approval of the transfers of funds from the Highway fund to the Capital Projects fund as listed below that were processed to eliminate negative cash balances in each of the months.

12/31/2021	\$139,000.00
01/31/2022	\$67,500.00
02/28/2022	\$18,300.00
03/31/2022	\$193,911.00
05/31/2022	\$46,707.00

	\$465,418.00
	=====

Reviewed by:

____ HR Director

X Finance Director

____ Sheriff

X Engineer

____ IS Director

____ PHHS

____ County Attorney

(indicate
other dept)

____ Environmental Svcs

Recommendation:

Decision:

CAROLL

1/23/22 6:17PM

37 Capital Projects Fund

TRIAL BALANCE REPORT

As of 12/2021

Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This- Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
809 CAPITAL PROJECT-HIGHWAY FACILITY				
1001 CASH	183,127.34	837,060.79 -	321,655.15 -	138,527.81 -
Total Assets	183,127.34	837,060.79 -	321,655.15 -	138,527.81 -
---Liabilities and Balance-----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 FUND BALANCE (UNRESERVED/UNDESIGN)	183,127.34 -	0.00	0.00	183,127.34 -
2885 Revenue Control	0.00	0.00	5,703,605.42 -	5,703,605.42 -
2887 Expenditure Control	0.00	837,060.79	6,025,260.57	6,025,260.57
Total Fund Balance	183,127.34 -	837,060.79	321,655.15	138,527.81
Total Liabilities and Balance	183,127.34 -	837,060.79	321,655.15	138,527.81
37 Capital Projects Fund	0.00	0.00	0.00	0.00

CAROLL

2/4/22 9:08AM

37 Capital Projects Fund

***** Houston County *****

TRIAL BALANCE REPORT

As of 01/2022

Report Basis: Cash

Page 6

AccountBeginning
BalanceActual This-
MonthActual Year-To-DateCurrent
Balance

809 CAPITAL PROJECT-HIGHWAY FACILITY

-----Assets-----

1001 CASH

Total Assets-----Liabilities and Balance-----
Liabilities**Total Liabilities**

Fund Balance

2881 FUND BALANCE (UNRESERVED/UNDESIGN

2887 Expenditure Control

Total Fund Balance**Total Liabilities and Balance**

37 Capital Projects Fund

472.19	67,475.80 -		
472.19	67,475.80 -	67,475.80 -	67,003.61 -
0.00	0.00	0.00	0.00
472.19 -	0.00	0.00	472.19 -
0.00	67,475.80	67,475.80	67,475.80
472.19 -	67,475.80	67,475.80	67,003.61
472.19 -	67,475.80	67,475.80	67,003.61
0.00	0.00	0.00	0.00

CAROLL

3/7/22 7:08AM

37 Capital Projects Fund

TRIAL BALANCE REPORT

As of 02/2022

Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual</u>	<u>This- Month</u>	<u>Actual</u> <u>Year-To-Date</u>	<u>Current Balance</u>
809 CAPITAL PROJECT-HIGHWAY FACILITY					
1001 CASH	472.19	18,776.59-	18,755.04-	18,282.85-	18,282.85-
Total Assets	472.19	18,776.59 -	18,755.04 -	18,282.85 -	18,282.85 -
---Liabilities and Balance--- Liabilities					
Total Liabilities	0.00	0.00	0.00	0.00	0.00
Fund Balance					
2881 FUND BALANCE (UNRESERVED/UNDESIGN)	472.19-	0.00	0.00	0.00	472.19-
2885 Revenue Control	0.00	0.00	67,500.00-	67,500.00-	67,500.00-
2887 Expenditure Control	0.00	18,776.59	86,255.04	86,255.04	86,255.04
Total Fund Balance	472.19 -	18,776.59	18,755.04	18,282.85	18,282.85
Total Liabilities and Balance	472.19 -	18,776.59	18,755.04	18,282.85	18,282.85
37 Capital Projects Fund	0.00	0.00	0.00	0.00	0.00

CAROLL

4/5/22 10:10AM

37 Capital Projects Fund

TRIAL BALANCE REPORT

As of 03/2022

Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This- Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
809 CAPITAL PROJECT-HIGHWAY FACILITY				
1001 CASH	472.19	193,926.24-	194,381.28-	193,909.09-
Total Assets	472.19	193,926.24-	194,381.28-	193,909.09-
--Liabilities and Balance-----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 FUND BALANCE (UNRESERVED/UNDESIGN)	472.19-	0.00	0.00	472.19-
2885 Revenue Control	0.00	0.00	85,800.00-	85,800.00-
2887 Expenditure Control	0.00	193,926.24	280,181.28	280,181.28
Total Fund Balance	472.19-	193,926.24	194,381.28	193,909.09
Total Liabilities and Balance	472.19-	193,926.24	194,381.28	193,909.09
37 Capital Projects Fund	0.00	0.00	0.00	0.00

CAROLL

6/6/22 9:18AM

37 Capital Projects Fund

TRIAL BALANCE REPORT

As of 05/2022

Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This- Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
809 CAPITAL PROJECT-HIGHWAY FACILITY				
1001 CASH	472.19	46,349.74-	47,179.19-	46,707.00-
Total Assets	472.19	46,349.74-	47,179.19-	46,707.00-
--Liabilities and Balance--				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 FUND BALANCE (UNRESERVED/UNDESIGN)	472.19-	0.00	0.00	472.19-
2885 Revenue Control	0.00	0.00	279,711.00-	279,711.00-
2887 Expenditure Control	0.00	46,349.74	326,890.19	326,890.19
Total Fund Balance	472.19-	46,349.74	47,179.19	46,707.00
Total Liabilities and Balance	472.19-	46,349.74	47,179.19	46,707.00
37 Capital Projects Fund	0.00	0.00	0.00	0.00

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 30-Jun-22

Person requesting appointment with County Board: Martin Herrick

Issue:

Contract with TKDA to update the Houston County Comprehensive Land Use Plan

Justification:

The plan was reviewed by the County Attorney and HR/Facilities then routed to the TKDA. The attached document has been reviewed and signed by TKDA.

Action Requested:

Final Approval by the County Board.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
Recommendation:			
Decision:			

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**PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE PLAN
UPDATE**

Between

HOUSTON COUNTY, MINNESOTA

and

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as HOUSTON COUNTY, wherein the HOUSTON COUNTY engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original proposal ("Proposal") dated May 26, 2022, which forms the basis for the Agreement (provided, that TKDA's standard general provisions shall be considered removed and references in that Proposal to "General Provisions" shall refer to the terms and conditions of this document); (2) this Professional Services Agreement, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, this Professional Services Agreement and attached exhibits shall govern over any conflicting clauses in the Proposal and attached exhibits thereto.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Proposal. Any lump sum or estimated maximum payment amounts set forth in the Proposal have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Proposal or any exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The HOUSTON COUNTY shall make monthly payments to TKDA within 30 days of date of invoice.

B. HOUSTON COUNTY will pay the balance stated on the invoice unless HOUSTON COUNTY notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All undisputed accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting undisputed amounts owed by HOUSTON COUNTY. In addition, TKDA may, after giving seven days' written notice to the HOUSTON COUNTY, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. HOUSTON COUNTY agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the HOUSTON COUNTY of that fact. Upon written notification to HOUSTON COUNTY and approval of such additional charges by HOUSTON COUNTY, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by HOUSTON COUNTY.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either HOUSTON COUNTY or TKDA. In addition, HOUSTON COUNTY may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the HOUSTON COUNTY to TKDA. In the event of an 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 a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, before the effective date of termination.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA AND MN GOVERNMENT DATA PRACTICES

TKDA and HOUSTON COUNTY must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by HOUSTON COUNTY under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by TKDA under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Party. If TKDA receives a request to release the data referred to in this clause, TKDA must immediately notify HOUSTON COUNTY. HOUSTON COUNTY will give TKDA instructions concerning the release of the data to the requesting party prior to TKDA releasing data.

The Comprehensive Land Use Plan Updated document, whether or in partially completed or in final form, generated as a result of this Agreement is work for hire and will be the property of HOUSTON COUNTY. Upon termination or completion of this Agreement, all materials delivered to TKDA by HOUSTON COUNTY as a result of this Agreement will be delivered within ten business days of HOUSTON COUNTY's request for documents.

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the HOUSTON COUNTY. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

Copies of documents that may be relied upon by the HOUSTON COUNTY are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the HOUSTON COUNTY are only for convenience of the HOUSTON COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the HOUSTON COUNTY, HOUSTON COUNTY acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to HOUSTON COUNTY.

If requested, at the time of completion or termination of the work, TKDA shall make available to the HOUSTON COUNTY at HOUSTON COUNTY's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the HOUSTON COUNTY's obligations under this Agreement.

ARTICLE 7. HOUSTON COUNTY'S RESPONSIBILITIES

- A. To permit TKDA to perform the services required hereunder, HOUSTON COUNTY shall supply, in proper time and sequence, the following at no expense to TKDA:
1. All necessary information regarding its requirements as necessary for orderly progress of the work.
 2. HOUSTON COUNTY'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, and interpret and define HOUSTON COUNTY's policies with respect to TKDA's services. HOUSTON's authorized representative for the purpose of administration of this CONTRACT is:
Name: Martin Herrick, Environmental Services Director
Address: 304 South Marshall Street, Caledonia, MN 55921
Telephone: (507) 725-5800
E-Mail: martin.herrick@houston.mn.us
 3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation; topographic; zoning, and other land use restriction; and other special data not covered in the Proposal or any exhibits attached thereto.
 4. Provide access to, and make all provisions for TKDA 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 TKDA, obtain advice of an attorney, insurance counselor or others as HOUSTON COUNTY deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
 7. Give prompt written notice to TKDA whenever the HOUSTON COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services subconsultants or TKDA.
 8. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
 9. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.
- B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the HOUSTON COUNTY. If TKDA finds that any information furnished by the HOUSTON COUNTY is in error or is inadequate for its purpose, TKDA shall promptly notify the HOUSTON COUNTY.

ARTICLE 8. INSURANCE

TKDA shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at all times during the term of this Agreement at the following minimum levels:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

TKDA agrees to maintain the above required insurance and shall provide the HOUSTON COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to HOUSTON COUNTY by TKDA for each calendar year covered by the term of this Agreement (Exhibit B).

ARTICLE 9. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and HOUSTON COUNTY. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 10. CONTROLLING LAW

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

ARTICLE 11. 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 HOUSTON COUNTY and TKDA.

ARTICLE 12. WAIVER OF CONSEQUENTIAL DAMAGES

HOUSTON COUNTY and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 13. LIABILITY

TKDA employees and agents at all time remain under the direction and supervision of TKDA. HOUSTON COUNTY employees shall at all times remain under the direction and supervision of HOUSTON COUNTY. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each Party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT.

ARTICLE 14. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the project or following the completion of the project, the HOUSTON COUNTY and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15. COMPLIANCE WITH LAW AND NOTICES

TKDA assumes responsibility to follow all Minnesota statutes, rules, and regulations for the Comprehensive Land Use Plan update.
TKDA will notify municipalities and public notifications regarding Comprehensive Land Use Plan public meetings and hearings, provide applicable documents at such meetings and hearings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

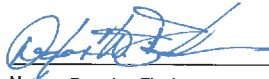
By: (authorized signature)

APPROVED:

Toltz, King, Duvall, Anderson & Assoc., Inc.

By: (authorized signature)

Name: Greg Myhre
Title: County Board Chair
Date: June , 2022



Name: Douglas Fischer
Title: Vice President, Municipal Services
Date: June 28 , 2022

HOUSTON COUNTY

By: (authorized signature)

Name: Martin Herrick
Title: Environmental Services Director
Date: June , 2022

APPROVED AS TO FORM AND EXECUTION:

By:

Name: Samuel Jandt
Title: County Attorney
Date: June , 2022

EXHIBIT A

Proposal for Comprehensive Land Use Plan Update Houston County, Minnesota

EXHIBIT B

ACORD Certificate of Liability Insurance



May 26, 2022

Mr. Martin Herrick
Environmental Services Director
Houston County
304 South Marshall Street, Room 209
Caledonia, Minnesota 55921

Re: Proposal for Comprehensive Land Use Plan Update - *Revised*
Houston County, Minnesota

Dear Mr. Herrick,

TKDA is excited to submit this Proposal to provide Planning Services for the Comprehensive Land Use Plan Update, herein called the Project. Our Services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in our "General Provisions of Engineer-Architect Agreement" dated July 2009. This proposal provides background information, describes our proposed work plan, illustrates our experience, outlines the timing of the work, and explains the associated fees.

A clear and concise Comprehensive Land Use Plan will provide a vision for the future of Houston County. We have been working on similar projects in many communities and while each project is unique and different, many of the same basics apply:

- Develop mindful rapport with the public, County and city officials and staff
- Listen and provide Responsive Follow-up
- Clear and concise presentations
- Quality writing
- Attention to detail

All of this would be done in a manner consistent with the County's vision: Provide quality, essential and affordable public services to the community.

I. FIRM OVERVIEW

TKDA is a full-service planning, architecture, and engineering firm based in Saint Paul. Founded in 1910 by Maximilian Toltz as the Toltz Engineering Company, the firm has helped build and grow communities, institutions, and businesses. Over time, we have added offices in Duluth, Chicago, Seattle, Los Angeles, and San Bernardino to better serve clients and their regions.

Throughout our existence, TKDA has maintained a strong commitment to our state's infrastructure through planning and designing streets, roads, water systems, parks, trails, along with aviation, rail, and transit facilities. We help clients realize their vision while meeting critical timetables and budgets. The key is our staff of over 300 professionals: planners, architects, landscape architects, and interior designers, along with civil, structural, mechanical, and electrical engineers. These multidisciplinary teams examine design issues from all perspectives, exploring ideas and creating solutions that last.

In 2000, TKDA became a 100 percent employee-owned S Corporation. This transition has led to an inherently collaborative workplace that fosters openness, transparency, and productivity. TKDA brings this same approach to our client relationships as we become a member of their team, sharing the challenges and satisfaction of a successful project.

II. PROJECT UNDERSTANDING

The purpose of this project is to produce a Comprehensive Land Use Plan for Houston County which provides a clear direction for future land use decisions and county services for the next 10 years and beyond. Houston County has established value statements which were clearly articulated in the RFP for this work. These values include:

- Comprehensive support for the agricultural community,
- Support for sound environmental practices that protect natural resources,
- Recognition of the presence of valuable aggregate resources,
- Affirmation of the need to grow, retain and diversify the County's economy,
- Recognition of the need to construct and maintain infrastructure which will foster economic growth, and
- A commitment to citizen engagement in public processes.

The TKDA team, which consists of planners, engineers, GIS specialists and public engagement specialists, will serve Houston County as researchers, facilitators, and the writers of a Comprehensive Land Use Plan that will reflect the vision of Houston County officials and residents. We understand Houston County's desire to preserve the rural character of the county while fostering a more diverse economy. Our role is to help the County articulate your vision, and we would be honored to provide the skills needed to complete this planning project.

III. EXPERIENCE AND QUALIFICATIONS

Our team has dynamic expertise that includes inclusive, data-driven community engagement techniques, community advocacy, planning and design, program facilitation and management, and small area studies. Our team believes that wonderful things happen due to our commitment to quality, our strong design principles, and our deeply collaborative nature. We put an ultimate emphasis on quality and communication – involving our project partners, private stakeholders, and the community every step of the way. We listen, we analyze, and we respond to concerns while actively searching for innovative solutions to issues. We go above and beyond to demonstrate the feasibility of concepts, and research an array of applications while putting a positive client/consultant relationship at the forefront. We understand the thoughtful collaboration between constituents and consultants ensures design consensus and the ability to deliver a successful project outcome.



Jeannine Clancy, MA, Project Manager Jeannine Clancy has been engaged in strategic planning, policy development, and project and program management in the public sector for 36 years. As TKDA's Program Director for Strategic and Community Partnerships, Jeannine develops collaborative solutions to respond to complex problems by effectively engaging citizens, elected officials, and professional colleagues. Prior to joining TKDA, Jeannine was an Assistant General Manager, Metropolitan Council Environmental Services (MCES). In this capacity, Jeannine assisted with the development of the *2040 Water Resources Policy Plan*.

Staff under her direction reviewed over 100 comprehensive plans submitted by cities served by the regional wastewater system for compliance with *2040 Water Resources Policy Plan*. As the public works director of New Hope and Golden Valley, led the development of chapters for its 2030 plans for the following areas: water supply, water resources, wastewater, and transportation.

Similar Experience:

- Metropolitan Council Environmental Services (MCES), assisted in the development of the *2040 Water Resources Policy Plan* and provided oversight of staff comprehensive plan reviewers. Facilitated discussions between MCES and cities when departure from regional wastewater system plan was proposed in the local plan, 2014 – 2021.*
- City of Golden Valley 2030 Comprehensive Plan Contributor, 2010*
- Joint Water Commission Plan, Technical Advisory Committee Member, 2010*

*Work performed while with previous employer





Evan Monson, Planner Evan Monson has been involved in planning and zoning work for municipalities for four years. He has worked with a wide variety of cities and townships. Not only does Evan have professional planning experience in rural communities like Houston County, he grew up in one (Humboldt, IA), so he knows many of the issues Houston County faces. As a planner, Evan focuses on effectively integrating a project into an existing environment while considering the long-term future of the site and the community. This involves reviewing plans to ensure consistency with zoning ordinances and comprehensive

plans. He is experienced in reviewing and updating ordinances to better meet the vision of the community, and implementation and amendments to Comprehensive Plans. In addition, Evan has experience in public meetings and engagement, presenting to the public, clients, boards and commissions, and elected and appointed officials. Evan is also proficient in ArcGIS, and has experience using GIS and geospatial data to aid in planning work and analysis.

Similar Experience:

- City of Scandia – Comprehensive Plan Amendment, 2021
- Stillwater Township – Miscellaneous Zoning Ordinance Amendments, 2020-present
- Baytown Township – Miscellaneous Zoning Ordinance Amendments, 2020-present
- City of Marshfield, WI – Zoning Code Update & Amendments, 2018-2020*
- City of Fitchburg, WI – Comprehensive Plan contributor, 2017*

**Work performed while with previous employer*



Samantha McKinney, PLA, Assistant Project Manager & Community Engagement Specialist With ten years of experience, Samantha is a planner and landscape architect by training but a people person by choice and brings a unique, people-first focus to her projects. She has a passion for community engagement and project communication and believes it is at the core of all great plans. She is known for bringing energy and enthusiasm to her work and strives to empower communities to build consensus around strategic planning efforts and projects.

Similar Experience:

- City of Faribault – Journey to 2040*
 - Comprehensive Plan Update, 2020*
 - Downtown Master Plan, 2019*
 - Parks, Trails and Open Space Plan, 2020*
- Hennepin County, Northwest Crossing Development Guide, 2020*
- City of Rochester – Downtown Waterfront Southeast Small Area Plan, 2020*

**Work performed while with previous employer*



Katelyn Zelenka, GIS Analyst Katelyn Zelenka is a GIS Analyst with three years of experience. Her advanced knowledge of ESRI Products (ArcGIS and Spatial Analyst) make Katelyn a great addition to any team. She has utilized her GIS skills as a Lab/Teaching Assistant at St. Thomas and for internships with the University of St. Thomas: Neighborhood Relations and with the City of Edina. She is proficient in ArcGIS, Survey 123, Story Maps, and Trimble and Pathfinder GPS software.

Similar Experience:

- Environmental Assessment; Watertown, MN
- Airport Master Plan/ALP; Wautoma, MN
- Zoning Update; Winona, MN
- Zoning Ordinance; Waseca, MN





Larry Poppler, Jr., PE, Group Manager, Municipal Engineering Civil Engineer Larry Poppler has served as city engineer, project manager, inspections director, and project engineer on street, water supply systems, and civil site design projects for over 24 years, with 15 of those years at the City of Prior Lake. He has developed and implemented capital improvements for communities; established policies and standards; and provided MnDOT State Aid administration and asset management. He has managed multiple consultants and staff members to assist with project design, inspection, surveying, studies, and infrastructure management. He is a skillful communicator with extensive experience in city council and neighborhood meetings.

Similar Experience:

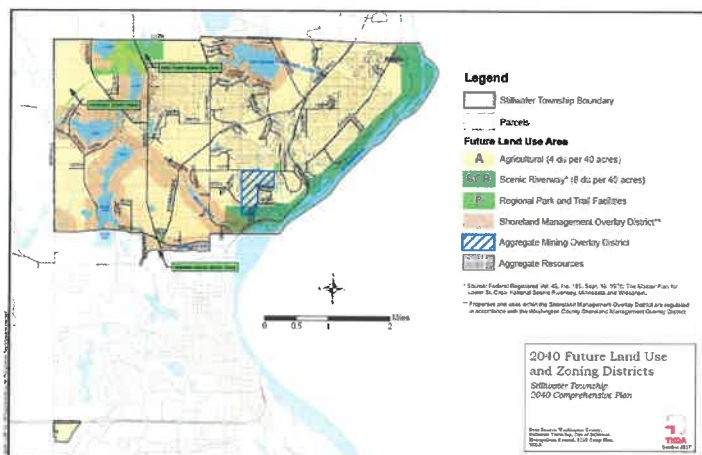
- Prior Lake Comprehensive Plan; Prior Lake, MN*
- 2030 Vision and Strategic Plan; Prior Lake, MN*
- 2020 Vision and Strategic Plan; Prior Lake, MN*

**Work performed while with previous employer*

Other TKDA professionals will be utilized for specific support tasks.

IV. RELEVANT PROJECT EXPERIENCE

Stillwater Township Planning



A thirty minute drive east from TKDA's Saint Paul office is located beautiful Stillwater Township. First organized in 1858, Stillwater Township is located in Washington County, Minnesota. It is nestled along the west shore of the picturesque St. Croix River, while the cities of Grant and Stillwater form the west and south borders of the Township. The Township is called home by nearly 2,500 residents. A blend of farm fields, lakes, and residential subdivisions make up a majority of the land uses in the Township. As an 'urban' township, they are able to exercise a number of municipal powers while retaining the township form of government. In 2016, Washington County transitioned most of its zoning authority to Stillwater Township.

Due to its close proximity to the Twin Cities metro, the area has seen an increase in development over the last twenty years. Stillwater Township retains TKDA for general planning and zoning services. We help review and update zoning and subdivision ordinances for the Township, review plans for proposed development projects, and provide review of variance requests and Conditional Use permits. Recent ordinance updates include permitting of solar energy systems, livestock operations, and 'open space development subdivisions.

TKDA has previously assisted on the creation of their comprehensive plans; the latest of which was adopted in 2018. The 2040 Comprehensive Plan for Stillwater Township addresses local needs and issues, while also meeting the requirements of the Metropolitan Council and the Metropolitan Land Planning Act. In 2012, TKDA collaborated with Township staff, two local Watershed Districts, the Town Board, and the Planning Commission to update the community's Local Surface Water Management Plan. Staff worked closely with the community, attending and presenting at Planning Commission and Town Board meetings.



City of Scandia Planning



The home of the first Swedish settlers in the state, Scandia is the newest city in Washington County, Minnesota. Originally a township, the city was incorporated in 2007. It is located on the edge of the Twin Cities metro. Along with its rich history and charming downtown, the city is also home to over 4,000 residents. Residential neighborhoods and small farms dot the landscape, along with a number of lakes and woodlands. The St Croix River also provides many scenic views to visitors and citizens of the community.

TKDA provides the City of Scandia with municipal planning services. Working closely with City staff, these services include managing land use and zoning applications, reviewing site plans, reviewing preliminary and final plats, review of conditional and special use permits, review of variances and

comprehensive plan amendments, and revisions and updates to the Development Code. Because of Scandia's ample shoreline, we review many residential projects and variance requests for lakeside and shoreline properties. Our staff works with local watersheds and the DNR to confirm wetland and shoreland requirements are met. TKDA worked with City staff, three local Watershed Districts, and the Planning Commission to complete the City's Local Surface Water Management Plan in 2012. In addition, TKDA assists Scandia with park and trail planning, landscape design, and design reviews. In 2012, staff completed the plan and public involvement process for the Citywide trail network in Scandia and its historic Village.

TKDA collaborated with the City staff, City Council, and Planning Commission for a comprehensive update of the City's Development Code and Subdivision Ordinance as a part of Scandia's transition from a township to a city government.

Baytown Township Planning

Baytown Township is located in Washington County, Minnesota. The cities of Bayport, Lake Elmo, and Oak Park Heights border the town. The Township is predominantly made up of residential and agricultural properties. Its close proximity to the Twin Cities has led to an increase in residential development over the years. Along with nearly 1,900 residents, the township is also home to the Washington County Fairgrounds and the Lake Elmo general aviation airport.



TKDA provides Baytown Township both planning and engineering services. As the Town Planner for the community, we review plans for all development projects to ensure new construction, lot splits, and subdivisions meet local ordinances. Our team collaborates with building inspectors, watershed organizations, and other public agencies to uphold land use requirements. Other services provided include reviewing land use and zoning applications, preliminary and final plats, conditional and special use permits, and the development and updating of codes and ordinances. TKDA facilitated the completion of the 2040 Comprehensive Plan in 2018 to guide future decision-making for the community, while also meeting the requirements of the Metropolitan Land Planning Act. This process involved coordination with Washington County to complete a major update to the Township's land use and zoning map in order to implement the Comprehensive Plan.



V. SERVICES TO BE PROVIDED BY TKDA

Methodology and Approach

Our team has lived in and worked with rural communities, which gives us first-hand knowledge of what challenges and opportunities a rural county faces when it comes to planning for their future. Additionally, we believe in continued and open communication, both with our clients and the communities we serve.

Our approach to developing the Houston County Comprehensive Land Use Plan would be to facilitate discussion and complete work one chapter at a time. This approach allows for focused dialogue and each chapter builds on the previous chapter. The approach also allows the Board of Commissioners and the public to digest pieces at a time. Through this process we will be able to work with County officials to:

- Promote new growth and development in the County, while preserving prime agricultural areas;
- Identify environmentally sensitive and mutual resource areas to protect, while balancing the need to access aggregate resources, transportation, and parks & recreation; and
- Identify specific strategies that will support these goals.

Work Plan

- A. Project Management and County Coordination – TKDA will work directly with the County's project manager to establish preferred communication and delivery methods and a tailored Project Management Plan (PMP) and Public Involvement Plan (PIP). We will provide monthly coordination meetings between the TKDA Team and the County Team to provide plan updates and address outstanding issues. The County will determine when the Advisory Committee, Planning Commission, or Parks Commission should be included in these meetings. Our plan does not include additional meetings with the Advisory Committee. These meetings will be held virtually. Additionally, TKDA will provide all meeting agendas, Action Item Tracking, and meeting minutes. Jeannine Clancy will serve as the project manager for TKDA, with the support of Samantha McKinney as the Assistant Project Manager.

Deliverables:	Project Management Plan (PMP) Public Involvement Plan (PIP) Coordinate and produce project management meetings, agendas, meeting minutes
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- B. Draft Comprehensive Land Use Plan Update – TKDA will work with the County's Board of Commissioners (BOC) to complete the County's Draft Comprehensive Land Use Plan Update. TKDA will facilitate a bus tour of the county with County Commissioners, Staff and representatives of the public. Specific stops on the tour would be developed and discussion along the route would highlight challenges and opportunities within the County, document key land feature, land uses, typography, and character. Houston County will provide transportation and food/refreshments at their cost for the bus tour. TKDA will coordinate with the County staff as needed to obtain data and maps, and utilize available data and map resources from the County's available datasets and others as needed to complete the Draft Plan. Steps in developing the Draft Plan will include:

- a. Chapter 1: Background, Forecasts and Intergovernmental Interaction (County Team Meeting #1)

TKDA will provide a community background memo to be included as an appendix to the report. This will include a community profile and analysis of existing conditions. As part of this effort, TKDA will host a virtual open house that includes an online survey and mapping activity to assist in developing a community profile. Results will be included in the plan. Following this, TKDA will facilitate a meeting with the County team to review the updated data and complete text updates to Chapter 1 for the Comprehensive Plan, including the following tasks:

- Facilitate Virtual Open House #1 to develop community profile including an online survey and interactive map. TKDA will also have one in-person open house and five pop-up events as part of this effort.



- Facilitate a joint focus group meeting with key stakeholders at the onset of this process. This meeting will be held virtually.
 - Collect Census data and regional data provided by the County.
 - Provide Demographic, Economy and Growth Forecast data, tables, graphs, and intergovernmental information in Chapter 1 from the Comp Plan for BOC discussion. Meet with County team to review the Comprehensive Plan process, tasks, products, timeline, forecast data, and Draft Chapter 1 update. Facilitate the discussion to update Chapter 1.
 - Complete Draft Chapter 1 Updates to text, data and maps.
- b. Chapter 2: Land Use, including proposed Land Use and Zoning, Housing, Natural Resources, Agricultural Resources, Historic/Cultural Resources and Alternative Energy Systems (County Team Meetings #2 and #3 and Board Meeting #1)
- Obtain and review existing policies and plans that impact Chapter 2 as needed, including the Watershed, County, and other applicable plans and policies. Summarize items required to be included in the Chapter 2 text.
 - Facilitate County Team Meeting #2 and #3 (if needed) to discuss the proposed land use section and review the data and maps, and provide the goals, policies, and text in Chapter 2. Issues for discussion may include continuation of the open space development approach, future of detachment area, and land use relationship to demographic changes.
 - Review the proposed Chapters 1 and 2, including the land use map, goals and policies with County Staff, Planning Commission or Board of Commissioners.
 - Complete Draft Chapter 1 and 2 text and maps based on recommendations from the County Staff, Planning Commission or Board of Commissioners.
- c. Chapter 3: Public Facilities—Transportation, Wastewater, Water Supply, Solid Waste, Surface Water Management (County Team Meetings #4 and #5 and Board Meeting #2)
- TKDA will provide maps and text in Chapter 3 of the Comprehensive Plan for Transportation and Wastewater systems. We will ask the County's Engineer to review the draft sections of this chapter and provide comments or corrections.
- Address Surface Water Management Include goals, strategies and implementation actions as required. Review draft plan with County's Engineer and local Watershed Districts.
 - Review the proposed Chapter 3 maps, goals and policies with the BOC. We anticipate one meeting to cover all of the public facilities elements.
 - Based on the Commission and Board discussion and recommendations, complete Draft Chapter 3 text, tables, and maps.
- d. Chapter 4: Parks, Trails, and Open Space Plan (County Team Meeting #6 and Board Meeting #3)
- Facilitate the County Team meeting discussion of the updated information and identify updates the groups recommend to the maps, text, goals and policies for the Parks and Trails Chapter of the Comprehensive Plan.
 - Review the PC and Parks Committee recommendations with the BOC.
 - Complete Draft Chapter 4.
- e. Chapter 5: Implementation Chapter and review Full Draft 2040 Plan (Team Meeting #7 and BOC Meeting #4)
- TKDA will complete the draft update to Chapter 5 of the Comprehensive Plan, and create the full Draft 2040 Plan document based on the results of Tasks 1-4, above.
- Review Chapter 5 and Draft 2040 Plan with the County Team.



- Review Chapter 5 and Draft 2040 Plan with the BOC.
- Complete Draft 2040 Plan document and attachments.

Deliverables:	Obtain all necessary data, maps and information from the County Facilitated one day Bus Tour with Staff, Commissioners and the public (Houston County to provide transportation and refreshments) Joint Focus Group Meeting Community Background Memorandum Develop Chapters 1-5 for review by the County Team Seven Planning Team meetings and four BOC meetings during regularly-scheduled meetings (assumed all will be virtual)
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- C. Public Meeting on the Draft Comprehensive Plan and Board of Commissions approval of draft for review
- a. The County may hold a public meeting on the Draft Comprehensive Plan before the BOC approves distribution of the plan to communities for review.
 - b. Open House #2. TKDA will facilitate a public meeting to receive feedback on the draft plan. This is anticipated to be hybrid including an in-person and virtual event. TKDA will provide a copy of the Draft Plan for the County website and provide a summary presentation of the Draft Plan at the meeting.
 - c. Respond to Public Comments. Work with the County Team and BOC to respond to any comments on the Draft 2040 Plan and revise the Draft if needed to address public comments.
 - d. Complete Draft 2040 Plan for Distribution. Provide a copy of the revised Draft to the Board for approval to distribute the plan for comments.

Deliverables:	One BOC Meeting Facilitate Open House #2 Complete summary of comments from reviews, and plan updates as needed
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D. Final Plan Adoption

- a. BOC Adoption. TKDA will provide a final plan for approval. After the Planning Commission approves the plan, the Board of Commission adopts the plan.

Deliverables:	Plan revisions and resubmission to the Planning Commission adopts the plan 10 hard copies and 1 electronic copy of the adopted 2040 Comprehensive Land Use Plan Update and Land Use Map, suitable for posting on the website.
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Schedule

TKDA proposes the following schedule:

Activity	Deliverable Dates	Notes
Issue Notice to Proceed	June 20, 2022 July 13, 22	Assuming a date for the purposes of drafting a schedule.
Kick off Meeting	Late June, 2022 Late July	
Complete Community Background Memorandum	October, 2022	This document will serve as the basis for community engagement and drafting the comprehensive land use plan
Public Engagement Open House #1	October, 2022 November 2022	This phase of the engagement is to gather community perspectives prior to writing the comprehensive plan.
Complete Draft of Comprehensive Land Use Plan	February, 2023 March 2023	During this phase, TKDA will draft the comprehensive land use plan utilizing information from the data collection and vision phase of public engagement.
Public Engagement Open House #2 – Review of Proposed Comprehensive Land Use Plan	March, 2023 April 2023	During this phase, the proposed draft comprehensive land use plan will be reviewed with the public and county officials.
Finalize Plan	May, 2023	During this phase, the draft plan will be revised to reflect comments from the public and county officials.
Board Approval	June, 2023	

VI. REFERENCES

City of Scandia

Brenda Eklund, City Clerk
 14727 209th Street North, Scandia, MN 55073
 651.433.2274
 b.eklund@ci.scandia.mn.us

Baytown Township

Nancy Healey, Township Clerk
 4020 McDonald Drive North, Stillwater, MN 55082
 651.430.4992
 clerk@baytownmn.org

Stillwater Township

Barbara Riehle, Township Clerk
 13636 90th Street North, Stillwater, MN 55082
 651.439.4120
 barbara.riehlel@stillwatertownship.com

White Bear Township

Pat Christopherson, Township Clerk
 1281 Hammond Road, White Bear Lake, MN 55110
 651.747.2750
 pat.christopherson@whitebeartownship.org



VII. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials basis for the not-to-exceed amount of \$75,400, including reimbursable expenses. Our detailed Project Fee Estimate is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions. Please note that TKDA will not bill the County for travel time associated with staff visits from the Twin Cities to Houston County.

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VIII. ADDITIONAL SERVICES

If authorized in writing by Owner/Client, TKDA will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per the General Provisions attached hereto, and such billings shall be over and above any maximum amounts set forth herein.

- A.
- B. Additional community engagement events, including virtual or in-person.
- C. Additional Comprehensive Plan chapters that are deemed necessary by the County or evolve throughout the process.
- D. Additional focus group meetings over and above those identified in SECTION V.B.a.

IX. CLIENT RESPONSIBILITIES

Article 7

These responsibilities shall be as set forth in ~~Article 8~~ of the General Provisions and as further described or clarified herein below:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA contact information for stakeholders, including but not limited to, elected officials, planning commissioners, staff, etc.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Mail materials to residents.



X. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We have enclosed our General Provisions for review. If Houston County, Minnesota finds this Proposal acceptable, we agree that this letter and attachments would constitute a contract between us upon its signature by an authorized official and the return of a signed copy to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time. Please contact Jeannine Clancy directly at 651.292.4414 or Jeannine.Clancy@tkda.com if you should have any questions.

We appreciate the opportunity to serve you on your project.

Sincerely,



Jeannine Clancy
Project Manager



Doug Fischer
Vice President – Municipal, Utility and Planning Division

Attachment: Project Fee Estimate
General Provisions

Accepted for Houston County, Minnesota

By: _____
(signature) Printed Name/Title Date

Client's Designated Representative:

Name/Title Phone Email

JDC:DWF:jks





Project Fee Estimate

Client:	Houston County									Date:	5/26/2022	
Project:	Comprehensive Land Use Plan Update									Prepared By:	JDC	
Task	Task Description	Estimated Person Hours Required								Total Hours	Total Dollars	
		Project Manager	Planner	Asst. Project Manager	GIS Analyst	SRE Municipal	SRE Water Resrc	SRE Wastewater	SRE Municipal VP			Admin/Tech II
A	Project Management and County Coordination											
	Project Management	6		6							12	\$ 2,178
	Monthly Coordination Meetings	12	12	12							36	\$ 5,436
B	Draft Comprehensive Land Use Plan Update											
	Data collection		2		2						4	\$ 352
	Community (Bus) Tour		10	5	10						25	\$ 2,375
	Virtual Focus Group Meetings (2)	2	2	2							6	\$ 906
	Pop Up Meetings (5)		5	34							39	\$ 4,632
	Community Background Memorandum	1	10	10						4	25	\$ 2,694
	Develop Chapters (assumed 5)	4	100	14	28	4	4	4	4	8	170	\$ 18,098
	Update Land Use Map	1	9	4	40						54	\$ 4,982
	Planning Team Meetings (up to 7)	7	28	14							49	\$ 5,922
	BOC Meetings (up to 4)	4	8	4						8	24	\$ 2,820
	Virutal Open House #1	4	4	28						2	38	\$ 4,926
C	Plan Approval											
	BOC Meeting (1)	1	2	1							4	\$ 543
	Open House #2	4	4	28						2	38	\$ 4,926
	Summary of comments	1	4	2						2	9	\$ 1,008
	Update Plan	1	100	8						4	113	\$ 10,548
D	Final Plan Adoption											
	Deliver Final Plan	1	16							4	21	\$ 2,004
Total Person Hours		49	316	172	80	4	4	4	4	34	667	
Billing Rate/Hr x Multiplier		\$ 240	\$ 90	\$ 123	\$ 86	\$ 209	\$ 192	\$ 199	\$ 240	\$ 81		
Total Billable for Charged Time		\$ 11,760	\$ 28,440	\$ 21,156	\$ 6,880	\$ 836	\$ 768	\$ 796	\$ 960	\$ 2,754		\$ 74,350
Expenses:												
Travel & Subsistence (TS)												\$ 855.00
Reproduction & Reprographics (RR)												\$ 200.00
Total Project Fees												\$ 75,405
Total Not to Exceed												\$ 75,400

Allowance for additional Travel Time/Expense \$300/per person/ per meeting Estimated at 6 additional in person meetings

\$1,800

**HOUSTON COUNTY
AGENDA REQUEST FORM
JULY 5, 2022**

Date Submitted: July 5, 2022

By: Robert Thoen

The Brownsville VFW has again donated \$150.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	VSO
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			