



Upper Minnesota Valley  
**REGIONAL DEVELOPMENT COMMISSION**  
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 www.umvrdc.org

**BOARD MEETING AGENDA**

**September 27, 2011**

**6:30 PM**

**Call to Order**

**Introductions**

**Approve Agenda/Additions**

**1. Consent Agenda Items**

- a. Approve Minutes of August 23, 2011
- b. Approve Treasurer's Report and List of Bills
- c. New Staffing
- d. Big Stone County Small Cities Development Program (SCDP) Contract
- e. Upper Sioux Community Energy Plan Amendment
- f. Benson SCDP Contract
- g. Swift County Housing & Redevelopment Authority Contract

**NOTE:** All items listed under consent agenda will be enacted by one motion. There will be no separate discussion of these items unless desired by a Commission member. That item would then be removed from the consent agenda list and considered separately.

**Citizen Comments**

**ROUND ROBIN:** Please share any recent actions, discussions or issues from your council or board.

**Staff Presentation-Kristi**

**2. Information Items**

- a. Planner Update
- b. Board Stewardship BHAG Update

**3. Action Items**

- a. Revolving Loan Fund Advisory Board Recommendations

**4. Discussion Items**

- a. Community Development BHAG Report
- b. MN/DOT Presentation: Minnesota GO and the State Multi- Modal Transportation Plan

Next Meeting – October 25, 2011 Appleton Civic Center

Adjourn

*UMVRDC Mission Statement*

*“Enable the region to thrive through assisting local governments.”*

## MINUTES

### Upper Minnesota Valley Regional Development Commission

Shooters Bar & Grill

Appleton, MN

August 23, 2011

6:30 PM

Members Present: Bruce Swigerd, Juanita Lauritsen, Brent Olson, Mark Bourne, Rusty Dimberg, Gary Hendrickx, Jeff Olson, Warren Rau, Harold Solem, Gary Johnson, Jim Schmaedeka, Angela Doren, Pam Lehmann, Scott Peterson, Mike Thein, Jim Dahlvang, Brett Buer, Kathi Thymian

Members Absent: Heather Giese

Staff Present: Dawn Hegland, Jen Remboldt, Jacki Anderson

Guests: Rick Stulz-Lac qui Parle County Attorney

### Call to Order

Chairperson Dahlvang called the meeting to order at 6:33 p.m.

### Approve Agenda/Additions

Two items were requested as additions to the agenda:

- 2c. Resignation of Jen Remboldt
- 3b. City of Bellingham Website Contract

M/S/P - M. Thein, P. Lehmann to approve the agenda with the additions.

### 1. Consent Agenda Items

- a. Approve Minutes of July 26, 2011 Annual Meeting with removing “the Chairmen declaring the public meeting opened” since a motion was passed to open it.
- b. Approve Treasurer’s Report and July Check Listing
- c. Blandin MIRC Demonstration Project Contract

M/S/P – G. Johnson, G. Hendrickx to approve the consent agenda as presented.

**Citizens Comments** ~ None

### **ROUND ROBIN DISCUSSION**

The Board had good discussions on issues they are working on in their respective counties and communities – some of which were:

- Angela– Big Stone County Municipalities-Working on city budget, new businesses and building in town where fire was; hospital/nursing home budget gap- city will fund a portion of gap feds will match gap; cost of living increase is costly for city budget;

- Pam ~ Lac qui Parle EDA -Computer Commuter selected as a MN Adult Basic Education conference presenter, the bus also got a grant for ancestry.com, and the bus was at the MN State Fair;
- Gary Hendrickx – Swift County- County issued 1<sup>st</sup> winery conditional use permit, levy 4-6% increase, decrease 1.5% health insurance, Case IH expansion, Appleton City council/hospital/Nursing Home financial meeting; Children’s mental health is up need case workers for county;
- Mike– Chippewa County Municipalities - Proposal to bring natural gas to town; sewer & water for 40% of town. New meters showing water use is less so there is a water budget deficit, water sewer now will be set up as enterprise funds not general funds
- Gary Johnson – Yellow Medicine County – Down 1.5% insurance, RDC levy explanation- thank you to RDC staff, 2.99 increase levy;
- Rusty – Big Stone County Townships- township impact from water;
- Brett – Dawson/Boyd Schools - school referendum, water in wrestling room;
- Harold – Lac qui Parle County - 5% insurance hike for county, taxes up, water on roads;
- Brent - Big Stone County – Farm Service Agency office shared with Family Services – FSA will be moving. County ditch tree problem will have chipper come in and haul out chips;
- James – Chippewa County Townships- FEMA still has money to spend and will re-evaluate road damage in their township;
- Kathi – Ortonville School - new school year, school negotiations don’t need to be done until January;
- Warren – Swift County Townships - County Fair money discussed;
- Jim – Chippewa County - 5.79% increase in levy + 5.9 new homestead credit. Coyote bounty regionally.

## 2. **Information Items**

### a. Planner Update

Commissioners reviewed a status update on RDC activities in the last month.

### b. Levy Process

Arlene had information in the packets for the Commissioners on how the levy is determined, how it varies, etc.

### c. Resignation of Jen Remboldt

Dawn advised the board that Jen’s last day at full time will be August 30 and then she will be working two days a week tentatively for the month of September to train in her replacement.

## 3. **Action Items**

### a. RLF Advisory Board Recommendations

Jacki informed board members that the Loan Advisory Board had met and reviewed a new loan request to help C & L Powder Coating expand in Porter. Jacki also informed the UMVRDC Board that the Loan Advisory Board also discussed requesting a one-time waiver, for a potential loan that could exceed the \$100,000 limit, from the Economic Development Authority.

**M/S/P** –G. Hendrickx, M. Thein to approve the C& L Powder Coat loan of \$50,870 at 4% amortized over 10 years with 5 year balloon for equipment and fixed asset purchases; and to authorize putting in a formal request to EDA for a one-time lending limit waiver of up to \$150,000.

b. City of Bellingham Website Contract

Dawn shared with the board a contract with the City of Bellingham for work on their website through the MIRC project.

**M/S/P** – M. Thein, J. Olson to approve the Authorization to have the Executive Director sign the contract with the City of Bellingham for the completion of their city website using the MIRC grant.

**4. Discussion Items**

a. Board Stewardship BHAG Committee Report

Board Stewardship reported that

b. Public Process Presentation – Rick Stulz, Lac qui Parle County Attorney

Rick Stulz gave a presentation on public process including information on open meeting laws and Robert’s Rules of Orders.

**Adjourn**

Meeting was adjourned at 8:21 pm.

**Next Meeting Location**

Appleton Civic Center, September 27, 2011 6:30 pm

APPROVED BY:

PREPARED BY:

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Administrative Assistant

ACTION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Arlene Tilbury  
Financial Officer

DATE: September 27, 2011

RE: Treasurer's Report – August 2011  
August Check Listing

Attached is the August 2011 treasurer's report. On the bottom of the revenue report (page 2) I have added the current and year to date pass-thru revenue that is not included on the itemized revenue report. Pass-through items include things like payments to grants recipients; Meander and Tourism ads and special activities; Byway projects. At the end the disbursement report (page 3) are the agency balances for the following accounts: general checking, money market, revolving loan fund, agency auto and equipment fund. Also enclosed is the check listing that lists all checks cut for the month of August 2011.

ACTION REQUESTED:

For the Commission to approve the attached UMVRDC August 2011 Treasurer's Report and also the July check listing (check #16430 through 16497) as presented.

Enc.



## AUGUST 2011 CHECK LISTING

Checks 16430 through 16497

Check#	Check Date	Vendor Name	Check Amount	Description
16430	08/03/2011	US POST OFFICE	1,197.55	Meander Postage
16431	08/04/2011	Affordable Floor Covering	1,800.00	Benson Owner Rehab
16432	08/04/2011	Appleton Oil Company	234.81	Repairs - Power Steering Pump
16433	08/04/2011	CHIPPEWA COUNTY AUDITOR	374.87	Dental Insurance - August 2011
16434	08/04/2011	CITY OF APPLETON	1,016.67	Office Rent - September 2011
16435	08/04/2011	Dana F. Cole & Company LLP	30.94	Flex Admin Fee
16436	08/04/2011	DAWN HEGLAND	75.00	August Cell Phone
16437	08/04/2011	E&M Electric	2,748.00	Benson Owner Rehab
16437			1,558.00	Benson Owner Rehab
16438	08/04/2011	F & M BANK	193.00	Bank ACH Fee For RLF
16439	08/04/2011	Federated Telephone	660.00	Computer Technical Assistance
16439			390.00	Computer Technical Assistance
16440	08/04/2011	Fragodt Floor Covering	2,944.00	Appleton Owner Rehab
16441	08/04/2011	Mediacom LLC	109.95	Internet Charge 8-4-11 - 9-30-11
16442	08/04/2011	Michael Evenson Contracting, LLC.	14,000.00	Benson Owner Rehab
16443	08/04/2011	Minnesota Council on Foundations	175.00	Subscription Renewal - MN Grantmakers Online
16444	08/04/2011	Montevideo Publishing	13.25	Community Development Planner
16445	08/04/2011	Ortonville Independent	97.95	Community Development Planner
16446	08/04/2011	Ruth Keller	75.00	Office Cleaning
16447	08/04/2011	Ryan Bremmer Construction, LLC	13,941.00	Granite Owner Rehab
16448	08/04/2011	Swift County Monitor-News	11.95	Community Development Planner
16449	08/04/2011	WESTERN GUARD	18.40	Public Hearing/Community Development Planner
16450	08/10/2011	Porter Elevator	73,553.28	Loan Closing
16451	08/10/2011	Dyrdahl Lumber Co.	1,903.00	Granite Rent Rehab
16452	08/10/2011	PRAIRIE FIVE CAC	2,545.00	Granite Rent Rehab & Owner Rehab; Clarkfield Owner Rehab & Admin
16453	08/10/2011	US POST OFFICE	500.00	Postage
16454	08/10/2011	Wilcox Law Office PA	696.72	Closing Documents & Filings - Porter Elevator
16455	08/12/2011	A to Z Letterpress Printing	200.00	Committee Travel
16456	08/12/2011	Association of MN Counties	50.00	Website Job Posting
16457	08/12/2011	Budger's Dinner House	283.80	Annual Meeting - Meals
16458	08/12/2011	Chippewa County	90.00	Human Resource Registration at Chippewa County Courthouse on 9/7/11 - Check sent to Willmar WorkForce Center
16459	08/12/2011	Clara City Herald	12.00	Job Posting
16460	08/12/2011	Dakota Mailing & Shipping Equip.	106.88	Shipping & Handling - Return Postage Machine
16461	08/12/2011	DAWSON SENTINEL	10.80	Job Posting
16462	08/12/2011	DONS FOOD PRIDE	17.71	Annual Meeting - Tour Snacks
16463	08/12/2011	Grants Management Systems, Inc.	1,165.50	Annual License/RLF Maintenance
16464	08/12/2011	Healthsmart Benefit Solutions, Inc. - NCPE	32.00	September Life Insurance
16465	08/12/2011	Prairie Five Rides	200.00	Transportation for Annual Meeting

16466		08/12/2011	SOUTHWEST RDC REGION 8		75.00	Booth - Association of MN Counties Annual Conference Vendor Fair	
16467		08/12/2011	The Appleton Press		1,608.77	Annual Reports/Supplies/Printing/Job Posting	
16468		08/12/2011	Tokheim Stoneware		320.00	Aug. 31st Event - Cups with Prairie Waters Logo	
16469		08/12/2011	Xerox Corporation		886.93	July/Copy Charge	
16470		08/23/2011	Bourne, Mark L		76.71	RLF Board Travel	
16471		08/23/2011	Buer, Brett T.		96.01	RLF Board Travel	
16472		08/23/2011	Dahlvang, Jim		67.71	RLF Board Travel	
16473		08/23/2011	Dimberg, Harold R		117.10	RLF Board Travel	
16474		08/23/2011	Doren, Angela		117.43	RLF Board Travel	
16475		08/23/2011	Giese, Heather		94.35	RLF Board Travel	
16476		08/23/2011	Hendrickx, Gary		138.75	RLF Board Travel	
16477		08/23/2011	Johnson, Gary L.		122.40	RLF Board Travel	
16478		08/23/2011	Peterson, Scott		53.77	RLF Board Travel	
16479		08/23/2011	Rau, Warren		150.41	RLF Board Travel	
16480		08/23/2011	Schmaedeka, Jim		61.04	RLF Board Travel	
16481		08/23/2011	Solem, Harold		146.52	RLF Board Travel	
16482		08/23/2011	Thein, Mike		53.83	RLF Board Travel	
16483		08/26/2011	Chase Card Services		1,512.87	Agency Auto Gas, On Line Advertising, On Star, Meeting Expense, Postage, Staff Travel, RDC Marketing Supplies, WWW Host/Design	
16484		08/26/2011	Douglas Anderson		41.07	RLF Board Travel	
16485		08/26/2011	ESRI		608.25	Maintenance Activation Fee - One Year	
16486		08/26/2011	Eugene Schwitters		48.84	RLF Board Travel	
16487		08/26/2011	JENNIFER REMBOLDT		19.53	Meeting Expense	
16488		08/26/2011	KENNETH KOENEN		33.30	RLF Board Travel	
16489		08/26/2011	Louis Sherlin		57.72	RLF Board Travel	
16490		08/26/2011	Nortec Communications Inc.		543.92	Maintenance/Warranty for Phone System	
16491		08/26/2011	Paul Wilson		38.85	RLF Board Travel	
16492		08/26/2011	Select Account		7.66	August Admin Fee	
16493		08/26/2011	TDS Telecom		206.11	Telephone Charges	
16494		08/26/2011	Terry Overlander		22.76	RLF Board Travel	
16495		08/26/2011	US Able Life		26.70	Life Insurance - September 2011	
16496		08/26/2011	Vicki Oakes		22.20	RLF Board Travel	
16497		08/26/2011	Walter W. Wulff		37.74	RLF Board Travel	
					<b>\$ 130,446.28</b>	<b>Total of checks written in August 2011</b>	
Brett Buer, UMRDC Secretary/Treasurer				Dawn Hegland, Executive Director			
Gray highlights are pass-thru expenses							



ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Dawn Hegland, Executive Director  
DATE: September 27<sup>th</sup>, 2011  
RE: Staffing

A new Administrative Assistant started September 6. Jackie Sigdahl accepted the position at the Administrative Assistant Level VI- Step 15. Jackie comes to us with almost 20 years experience with Prairie Correctional Facility as the Warden's Secretary & Executive Assistant, Personnel Assistant, and Human Resources Manager. Jen has been in the office 2 days a week in September training Jackie in.

A new Community Development-Transportation planner is also in the process of being hired. We conducted seven phone interviews and three in-person interview and extended a conditional offer to one applicant who decided that he was not willing to move or commute for this position. We are in the process of reviewing references for our second choice and I hope to have a conditional offer to share with you at our September board meeting.

ACTION REQUESTED:

To confirm the above offer of employment for Jackie Sigdahl Administrative Assistant Level VI- Step 15

ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Jacki Anderson, Senior Planner  
DATE: September 27<sup>th</sup>, 2011  
RE: Big Stone County SCDP Application Contract

Big Stone County has requested technical assistance with writing a Small Cities Development Program (SCDP) grant application. Pre-application are due to the Department of Employment and Economic Development (DEED) by November 17<sup>th</sup>, 2011. If invited full application are due in April 2012.

The cost for technical is as follows:  
Pre-application – \$4,000  
Full-application – \$2,000 (If invited)  
**Total \$6,000**

Big Stone County is interested in using the Hedgehog Fund and will submit an application for half (\$3,000) the cost of services. If not invited for the full applications the Hedgehog Funds (if approved) could be prorated and applied to just the pre-application costs.

ACTION REQUESTED:

Authorize the Chairman or Executive Director's signature on the attached contract for technical assistance with Big Stone County.

ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Kristi Fernholz, Community Development Senior Planner  
DATE: September 27, 2011  
RE: Upper Sioux Community Energy Plan Contract Amendment

The Upper Sioux Community contracted with the UMRDC to create a Long-Range Energy Plan and complete the project by September 30, 2011. In order to complete the original contract, the UMRDC proposes a contract amendment with the Upper Sioux Community to extend the completion date to December 16, 2011.

REQUESTED ACTION:

For the Commission to approve the contract amendment with the Upper Sioux Community and authorize the Executive Director's signature on the contract.

Enclosure

AMENDMENT TO FY10-13 CONTRACT  
Upper Sioux Community Energy Plan

Between  
Upper Sioux Community  
and  
Upper Minnesota Valley Regional Development Commission

**AMEND SECTION III. Contract Period**

A. Services provided under the terms of this Contract will be extended from June 30, 2011 to September 30, 2011.

\_\_\_\_\_  
Executive Director  
Upper Minnesota Valley  
Regional Development Commission

\_\_\_\_\_  
Board Chair  
Upper Sioux Community  
Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tribal Council Secretary  
Upper Sioux Community  
Board of Trustees

Date: \_\_\_\_\_

ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Barb Jordahl, Grants Administrative Planner  
DATE: September 27, 2011  
RE: Benson SCDP Contract for Administrative Services

The contract for administrative services is between the City of Benson and the UMRDC. The UMRDC agrees to act as overall administering agent on behalf of the City of Benson for the Minnesota Small Cities Development Program Grant #CDAP-10-0049-O-FY11. The term of this agreement is from June 30, 2011 through December 31, 2013.

ACTION REQUESTED:

To approve entering into a contract with the Benson for administrative services for a fee not to exceed \$24,800.00.

BJ

Enc.

# CONTRACT FOR ADMINISTRATIVE SERVICES

City of Benson  
and  
Upper Minnesota Valley Regional Development Commission  
FY12-04

THIS CONTRACT for Administrative Services is between the City of Benson hereinafter referred to as the "City" and the Upper Minnesota Valley Regional Development Commission, hereinafter referred to as "UMVRDC".

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and UMVRDC agree as follows:

I. CONTRACT TERM

The term of this Agreement is from June 30, 2011 through December 31, 2013 contingent upon the availability of funds.

II. ADMINISTRATIVE TERMS

In consideration of financial reimbursement to be more specifically described herein, UMVRDC agrees to act as Overall Administering Agent on behalf of the City for the Minnesota Small Cities Development Program grant entitled, "Benson Comprehensive Grant" for which the City will receive monies from the State of Minnesota.

As the overall Administering Agent of the Benson Rehab Project, the UMVRDC agrees to perform all tasks enumerated below in a manner which will meet or exceed the terms and conditions imposed upon the City in the Small Cities Development Program grant agreement CDAP-10-0049-O-FY11.

UMVRDC agrees to supply all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services hereunder will be performed by UMVRDC personnel who shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

A. Project Director

UMVRDC will provide the Project Director to supervise the overall administration of the project in accordance with state and federal requirements as stated in the grant agreement. This will include maintenance of all project records and files, preparation of reports required by the state, and submission of a monthly progress report to the City.

B. Environmental Coordinator

UMVRDC will provide the Environmental Coordinator. This person will be responsible for assuring completion of the Environmental Review Record, coordination of gathering of necessary information from engineers, agencies, etc., to maintain the files pursuant to the environmental requirements of the grant agreement and National

Environmental Policy Act of 1969, as amended. The Environmental Coordinator will work with the City and the Engineer to publish notices, solicit citizen input and inform appropriate agencies of the results.

C. Financial Officer

UMVRDC will provide the Financial Officer. This person shall be responsible for establishing and maintaining a financial system that meets all applicable state and federal requirements and the principles set forth in OMB Circular A-87. This will include preparation of a monthly financial statement and suggested list of bills for consideration by the City, preparation of requests for payments, and quarterly reports to the state, budgets, policies and procedures, etc.

UMVRDC shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156).

D. Fair Housing/Equal Opportunity Officer

UMVRDC will provide the Fair Housing/Equal Employment Opportunity Officer. This person shall be responsible for assuring that all Civil Rights requirements have been met. In connection with the carrying out of this Contract, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 214), Section 109 of the Housing and Community Development of 1974, and amendments and regulations issued thereto. Specifically, UMVRDC agrees to the following:

1. UMVRDC will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. UMVRDC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the client setting forth the provisions of the nondiscrimination clause.
2. UMVRDC will, on all solicitations or advertisements for employees placed by or on behalf of UMVRDC, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
3. UMVRDC will cause reference to, or the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not comply with contracts to subcontracts for standard commercial supplies or raw material.

- E. Labor Standards Officer  
UMVRDC will provide the Labor Standards Officer to verify compliance with applicable state and federal requirements to include the Davis Bacon Act, Copeland "Anti-Kickback" Act, and Contract Work Hours and Safety Standards Act. Necessary reports, records and files will be collected from the Engineer.
- F. Records and Files  
UMVRDC will maintain a complete file of all records pertaining to the Benson Comprehensive project. Records will be available for review by the City, the state, and auditors. All of the reports, information, data, etc., prepared or assembled by UMVRDC under this Contract are considered confidential, and UMVRDC agrees that they shall not be made available to any individual or organization without prior written approval of the City.
- G. Uniform Act Compliance  
UMVRDC will assure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in regard to all acquisition undertaken within the Benson Rehab project.

### III. COOPERATION BETWEEN CITY AND UMVRDC

It is the intent of this Contract that a close cooperative working relationship be attained between the City and UMVRDC to all levels of management and staff.

Among the City's specific responsibilities under this Contract are:

- A. To make available, at no cost in a timely manner, to UMVRDC any available data, studies, reports, maps and plats in its possession or available to it pertinent to the services to be performed.
- B. To assist UMVRDC in arranging and scheduling meetings and contact with local public officials, private agencies and individuals.
- C. To provide any legal information, guidance, advice and opinion necessary hereunder.
- D. To cooperate and assist in assembling information, checking data and other aid needed to facilitate UMVRDC activities hereunder, including review by appropriate City departments and other governmental agencies.
- E. To provide any property valuations required hereunder.
- F. To work in cooperation with the project Engineer to provide any engineering information, guidance, and advice required hereunder.
- G. To furnish a list of approved expenditures for construction and acquisition activities of this project from the city council.
- H. To provide evidence of approval authorizing execution of this Contract.



IV. COMPENSATION AND PAYMENT

In consideration of the prompt and efficient carrying out of the above, the City agrees to reimburse the UMRDC dollar for dollar, for its administrative and project related costs in carrying out the above activities not to exceed the budgeted amount of \$24,800.00. Said monies will come from the following:

- \$22,400.00 - Small Cities Development Program
- \$ 2,400.00 - City of Benson.

The UMRDC will contract with the Swift County HRA for Residential Owner Rehabilitation Administration for \$14,400.00.

Accurate records of administrative costs shall be kept by UMRDC. For the purposes of this Contract, administrative and project related costs are defined as follows:

- A. Salary costs actually incurred by UMRDC for time expended in all phases of the project.
- B. Mileage, supplies and publication costs.
- C. Proportionate share of allowable overhead expenses according to UMRDC's approved direct cost allocation plan.
- D. Costs incurred by the attendance at applicable Small Cities Development conferences within the terms of this Contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development and regulations and program implementation.

V. HOLD HARMLESS

It is further agreed that UMRDC shall defend and save the City harmless of action arising out of any act or admission on the part of UMRDC, its agencies, servants, or employees in performance of, or with relation to, any work or services provided to be performed or furnished by UMRDC under the terms of this Contract.

VI. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contract shall take appropriate steps to assure compliance.

VII. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract other than those specifically stated in the grant application; and UMRDC shall take appropriate steps to assure compliance.

VIII. INTEREST OF UMVRDC AND EMPLOYEES

UMVRDC covenants that no employees it presently has have an interest in and shall not acquire interest, direct or indirect, in the study area or any manner or degree with the performance of the services hereunder. UMVRDC further covenants that in the performance of this Contract, no persons having any such interest shall be employed.

IX. ANTITRUST

UMVRDC hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under the Antitrust Laws of the United States and the State of Minnesota.

X. AMENDMENT

This Contract may be amended upon mutual consent of both parties.

XI. GENERATED INCOME

The UMVRDC will be responsible for reporting to DEED all Generated Income earned on activities when the grant is open. After grant closeout, the City of Benson will be responsible for reporting to DEED all Generated Income and interest earned. After closeout, any Generated Income that is not used within two years from the reporting year received must be returned to the State of Minnesota, Small Cities Development Program. Repayment procedures for Residential Owner Rehabilitation are explained in the Procedural Guidelines adopted by the City of Benson.

XII. TERMINATION

The City reserves the right to terminate this Contract if UMVRDC inexcusably fails to perform any of the provisions thereof. Such termination shall occur thirty (30) days after the receipt by UMVRDC of written notice specifying the grounds thereof, unless prior to the date, UMVRDC has corrected the alleged nonperformance of the provisions of this Contract.

In addition, this Contract may be terminated upon mutual consent of both parties.

**SECTION XIII ACCEPTANCE**

The UMVRDC and CITY hereby accept this Contract. The parties hereto have caused this Contract to be duly executed.

\_\_\_\_\_  
EXECUTIVE DIRECTOR  
UMVRDC

\_\_\_\_\_  
BOARD CHAIR  
CITY OF BENSON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ADMINISTRATOR  
CITY OF BENSON

Date: \_\_\_\_\_

ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Barb Jordahl, Grants Administrative Planner  
DATE: September 27, 2011  
RE: Swift County HRA Contract

The contract for administrative services is between the Swift County HRA and the UMRDC for the Benson SCDP Grant #CDAP-10-0049-O-FY11. The term of this agreement is from June 30, 2011 through December 31, 2013.

ACTION REQUESTED:

To approve entering into a contract with the Swift County HRA for administrative services for a fee not to exceed \$14,400.00.

BJ

Enc.

CONTRACT FOR SERVICES  
Between  
Upper Minnesota Valley Regional Development Commission  
and  
Swift County Housing and Redevelopment Authority  
FY12 - 05

The parties to this Contract for the administration of a Small Cities Development Program grant for; Residential Owner Rehabilitation are the Upper Minnesota Valley Regional Development Commission hereinafter referred to as "UMVRDC", and the Swift County Housing and Redevelopment Authority, hereinafter referred to as "Swift County HRA".

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Contract Term. The term of this Contract is from June 30, 2011 through December 31, 2013.
2. Independent Contractor. For the purpose of this Contract, Swift County HRA shall be deemed an independent contractor and not an employee of the UMVRDC. Any and all employees of Swift County HRA or other persons while engaged in the performance of any work or services required by Swift County HRA under this Contract shall not be considered employees of the UMVRDC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or admission on the part of said employees of Swift County HRA shall in no way be the obligation or responsibility of the UMVRDC.
3. Administrative Terms. In consideration of financial reimbursement, Swift County HRA agrees to provide residential owner rehabilitation services as provided by the Benson Small Cities Development Program Grant Agreement CDAP-10-0049-O-FY11.

Upon receipt of pay vouchers, the UMVRDC agrees to pay Swift County HRA a sum not to exceed \$14,400.00 as follows:

- ◆ \$14,400.00 Residential Owner Rehabilitation Administration

Swift County HRA agrees to submit to the UMVRDC separate administration billings for Residential Owner Rehabilitation. Swift County HRA agrees to submit to the UMVRDC a billing for administration costs with documentation allowing for the breakdown of costs. For the purpose of this Contract, the following costs will be incurred by Swift County HRA:

- a. Total personnel salary costs actually incurred by Swift County HRA for time expended;
- b. Office supplies;
- c. Travel expenses at a rate of \$ .555 cents per mile or the federal mileage rate;
- d. Inspection fees expense;
- e. Recording fees expense;
- f. Title verification expense; and
- g. Office expense.

Further, the UMVRDC's auditor may upon proper notice given and during normal working hours, 8:00 a.m. to 4:30 p.m. Monday through Friday, view Swift County HRA's accounts and records related to funds provided under this Contract. In addition, Swift County HRA will give the U.S. General Accounting Office, the U.S. Department of Housing and Urban Development, the Legislative Auditor, the State Auditor's Office, through any authorized representative, access to and the right to examine all records, books, papers and documents related to the grant.

All of the services hereunder will be performed by Swift County HRA personnel who shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Swift County HRA will comply with the Minnesota Government Practices Act, Chapter 13, and the Conflict of Interest Provisions of Minnesota 471.87 - 471.88.

The UMVRDC agrees to submit payment request forms to the Department of Employment and Economic Development in a timely manner in order to ensure payment of costs incurred by Swift County HRA for the city of Benson, Housing Rehabilitation Project.

Swift County HRA agrees to undertake Housing Rehabilitation responsibilities as set forth in the SCDP Work Program hereto attached and marked "Attachment A". Swift County HRA will house all individual files. The UMVRDC shall have full access to all records relating to the performance of this Contract, and upon completion of program, Swift County HRA will turn over all Residential Owner Rehabilitation files to the city of Benson, if requested by that city.

All Residential Owner Rehabilitation loan repayments received by the city of Benson, will be used as follows; funds received during the active phase of the project will be used to rehabilitate eligible households in the same manner as outlined in the Residential Rehabilitation procedural guidelines adopted by the city, or if the project is closed the funds will be used to help address future housing needs in the exact same manner as outlined in the attached guidelines.

4. Repayment Agreement. The city of Benson and Swift County HRA mutually agree that a repayment agreement shall be executed in the name of the city of Benson as mortgagee securing each loan of monies provided under the SCDP Grant to individual property owners for Residential Owner Rehabilitation purposes. In regard to such mortgages and assignments, Swift County HRA agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the County Recorder's Office.
  
5. Hold Harmless and Indemnification. It is further agreed that Swift County HRA shall defend and save UMVRDC harmless from any claims, demands, actions or causes of action arising out of any act or omission on the part of Swift County HRA, its agents, servants or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by Swift County HRA under the terms of the contract.

6. Anti-Trust. Swift County HRA hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from anti-trust violations that arise under the anti-trust laws of the United States and the anti-trust laws of the State of Minnesota.
7. Compliance with Laws. In performing the provisions of this Contract, Swift County HRA agrees to comply with all federal, state or local laws, and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
8. Contractor and Sub-Contractor with State and Federal Laws. Swift County HRA shall include in any contract or subcontract, in addition to the provisions to define a sound and complete agreement, such provisions as to assure contractor and subcontractor compliance with applicable state and federal laws.
9. Binding on Successors and Assigns. This Contract shall be binding upon any successors or assignees of the parties.
10. Termination. Each party reserves the right to terminate this Contract if the other party inexcusably fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the receipt by either party of written notice specifying the grounds thereof, unless, prior to said date, the alleged nonperformance of the provisions of this Contract have been corrected.
11. Amendment. This Contract may be amended in writing upon mutual consent of both parties.
12. Total Agreement. This Contract, as well as Attachment A, which is attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties and shall supersede all prior oral or written negotiations.
13. Swift County HRA Minnesota Tax ID and Federal Employer ID Requirements. You are required by Minnesota Statutes, Section 270.66 to provide your Minnesota Tax Identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and to pay delinquent tax liability. This Contract will be available to federal and state authorities and state personnel involved in the payment of state obligations. This Contract will not be approved unless these numbers are provided.

ACCEPTANCE

The UMVRDC and Swift County HRA accept this Contact. The parties hereto have caused this contract to be duly executed.

UPPER MINNESOTA VALLEY REGIONAL  
DEVELOPMENT COMMISSION

Minnesota Tax ID No. 6531504

Federal Tax ID No. 41-1236376

\_\_\_\_\_  
Executive Director  
UMVRDC

\_\_\_\_\_  
Date

SWIFT COUNTY HOUSING AND  
REDEVELOPMENT AUTHORITY

Minnesota Tax ID No. \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Attest:  
\_\_\_\_\_

\_\_\_\_\_  
Date



SWIFT COUNTY HRA - UMRDC CONTRACT  
SCDP WORK PROGRAM

SWIFT COUNTY HRA

- A. Swift County HRA shall establish and maintain files and records required under the Small Cities Development Program, in compliance with the requirements of the program, particularly the items listed in the approved application.
- B. Swift County HRA shall provide advice and assistance in implementing programs included in the project, as defined in the grant application.
- C. Swift County HRA shall provide advice and assistance to the UMRDC in meeting requirements of the Small Cities Development Program and other applicable federal laws and regulations including but not limited to Civil Rights, Data Privacy, Fair Housing, Inspections, and Financial Packaging.
- D. Swift County HRA shall provide advice and assistance concerning budgetary, financing, programmatic, and operational issues and problems, including assistance in preparing budget estimates, progress reports, and financing recommendations. Bills are to be delivered to the UMRDC on an as needed basis.
- E. Swift County HRA shall provide advice and assistance in developing and meeting housing rehabilitation duties which are to include but are not limited to press releases, assessment of client and housing eligibility, adherence to housing standards as adopted by the city of Benson, fair housing information, notification, inspection, scope of work, bid process and review, change orders, pay requests and monitoring.
- F. Swift County HRA shall provide advice and assistance in coordinating and carrying out activities involving other public and private entities, which are pertinent to achieving, expressed development objectives.
- G. Swift County HRA shall provide advice and assistance in preparing needed graphic and narrative materials pertinent to program objectives.
- H. At the completion of the project, Swift County HRA shall provide advice and assistance to the UMRDC in preparing final reports.
- I. Swift County HRA shall be responsible only to the UMRDC for the activities of the Work Program and will have sole authority to carry out the activities in a manner prescribed by the Work Program under this agreement for services.

INFORMATION MEMO

TO: UMRDC Commissioners

FROM: Dawn Hegland, Jacki Anderson, Kristi Fernholz, Barb Jordahl, Arlene Tilbury & Jenifer Fadness

DATE: September 27, 2011

RE: Planner Update

In an effort to update the Commission on projects, staff has prepared the following brief summary of current projects.

**Small Cities Development Program (SCDP) – Jacki**

RDC staff is working with Big Stone County to move forward on an SCDP grant application this fall. The fall deadline for the SCDP pre-application is November 17<sup>th</sup>.

**Revolving Loan Fund – Jacki**

There will be an October Loan Advisory Board meeting. One application has already been received and another is expected. The deadline for completed applications to be submitted is September 23<sup>rd</sup> to be considered during the month of October. There remains approximately \$100,000 available for lending. Funds can be used for equipment, working capital or real estate purchases.

**Hazard Mitigation – Jacki**

Swift County – The plan update has been submitted to the Department of Homeland Security and Emergency Management (HSEM) for review. HSEM will provide feedback and suggested changes prior to submission to FEMA for approval this winter.

**Upper Sioux Community (USC) Energy Plan – Kristi**

Kristi met with Audrey Fuller on September 12 to review the plan. As we discussed what was yet to finish the plan, we decided to extend the deadline to allow more time to format and add details to the plan.

**Minnesota Intelligent Rural Communities – Dawn, Jacki**

As one of the Blandin Foundation 11 demonstration communities across the state we will be hosting a regional tour of MIRC project September 26<sup>th</sup> for Blandin and Federal NTIA representatives. Stops on the tour include Ortonville, Madison, Dawson and Appleton which will feature local community projects that were funded with MIRC funds last winter.

**Granite Falls – Arlene, Barb**

Representatives of the DNR informed the City of Granite Falls that they will receive an additional \$660,000.00 in flood mitigation funding. The new appropriation will go toward the completion of work on the Prentice Street Flood Protection Project and remaining dollars will be used to begin other flood mitigation projects.

**Minnesota River Valley National Scenic Byway (MRVSB) – Kristi, Jenifer**

The byway was informed that they received a FHWA grant to update and expand their corridor management plan. The grant is for \$119,712 and will pay for both UMVRDC staff time and some outside contracts to update the current plan and create a more in depth interpretative and marketing plan for the byway. It will also pay for the writing and design for 10 new interpretive panels.

Kristi attended the National Byway Conference in August, held in Minneapolis.

**Meander – Kristi, Jenifer**

Meander ads and press releases have been going out as well as artist coordination for the event. Kristi wrote and submitted a SMAHC grant in August for the 2012 Meander.

**Prairie Waters Regional Tourism – Jenifer, Kristi**

The Prairie Waters Annual Gathering was held on August 31 at Tokheim Stoneware near Dawson. We had a good turnout and everyone enjoyed the event. The Prairie Waters Board were active participants in the event, greeting all of the guests and telling them about Prairie Waters and what we do for the region.

We have verbal confirmations from Chippewa County, Swift County, and Lac qui Parle County EDA that we are in their budgets for 2012. We have also heard from some of our cities that we are in their 2012 budgets – Appleton, Dawson, Clara City and Milan – and are waiting for confirmation from Madison and Granite Falls. Once we hear from all of our partners, we will work on the 2012 budget and workplan.

We are in contact with the cities of Benson and Montevideo to find ways to work together in hopes they will expand their membership for 2012.

**Clara City Comprehensive Planning – Kristi**

The Clara City sent 800 surveys in mid August. Surveys returned to date is 271.

**City of Bellingham website – Jenifer**

The City of Bellingham received a MIRC grant to complete a city website. Jenifer met with the Cecily, the City’s secretary, to discuss details and timeline for the project. Bellingham is very excited to have the site up and running so that they can promote their 125<sup>th</sup> anniversary in 2012. Jenifer will start work on the site as soon as she receives content and photos from Cecily.

**Meetings and Conferences**

8/22-24	National Scenic Byway Conference	Kristi
8/24/11	Zoning Refresher Training Slayton	Jacki
8/31/11	Prairie Waters Annual Meeting – Tokheim’s	Jenifer, Kristi
9/12/11	Upper Sioux Energy Plan meeting	Kristi
9/13/11	Boyd CC Hazard Mitigation	Jacki
9/28/11	APA Presentation	Jacki
9/21/11	Lac qui Parle EDA - Prairie Waters	Jenifer, Kristi
10/5/11	Clara City Planning Commission	Kristi
10/4/11	Dawson city Council	Jacki

**INFORMATIONAL ONLY- No Action requested**

INFORMATION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Dawn Hegland, Executive Director  
DATE: September 27, 2011  
RE: Board Stewardship BHAG Update

**BHAG**

Attached is the updated Board Stewardship BHAG sheet. Our committee met and reviewed the goals set forth by the Commission.

**Board Training**

Dawn shared an invitation for board leadership training held with the west central Initiative Foundation and the Bremer Bank. Dawn was hoping several board members might volunteer to attend. Dawn agreed to ask at the full meeting and we will have Brent Olson and Warren Rau attending along with Dawn.

**Board Membership**

The committee also discussed the potential for new members of the board. Current vacancies include:

- Upper Sioux Community
- Yellow Medicine County Townships

The committee also discussed in detail adding any additional public interest reps. Several ideas were shared but the bylaws state the person must live in the region and that was a problem with some of the names that were suggested.

Board attendance was again discussed. A suggestion was made at the full meeting to review the bylaws on this subject.

**Board Meeting Schedule**

It was discussed if the full board should met every month. It was determined that they should unless the Executive Director and Chairman determine there is not enough business to pull the full board together.

**INFORMATIONAL ONLY- No Action requested**

Enclosure

ACTION MEMO

TO: Upper MN Valley RDC Commissioners  
FROM: Jacki Anderson, Senior Planner  
DATE: September 27<sup>th</sup>, 2011  
RE: Loan Advisory Board Recommendations

The Loan Advisory Board reviewed a new loan request from Justin Jager to assist with a business purchase in Dawson.

Justin Jager – Owner Jager Building Supply

The loan request is for \$62,000 to assist with the purchase of Galen's Building Supply in Dawson. The project financing proposal is a combination of bank participation, Southwest Initiative Foundation participating, owner investment and UMVRDC RLF funds.

**Recommendation:** The Loan Advisory Board recommended approval Jager Building Supply loan of \$62,000 at 4% amortized over 10 years to assist with the purchase of Galen's Building Supply.

ACTION REQUESTED:

Approve, modify or deny the recommendations of the Loan Advisory Board.

DISCUSSION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Jacki Anderson, Senior Planner  
Kristi Fernholz, Senior Planner

DATE: September 27<sup>th</sup>, 2011

RE: Community Development BHAG

The Community Development BHAG Committee will be meeting prior to the Commission meeting. Members of the committee and staff will provide an oral report on their committee meeting at the full Commission meeting. Members of the committee are Pam Lehmann, Angela Doren, Scott Peterson, Jim Dahlvang, and Jeff Olson.

A tentative agenda includes the following:

- BHAG Updates
- Work Plan Oct – Dec
- Feedback from the committee

JS

DISCUSSION ITEM

TO: Upper MN Valley RDC Commissioners

FROM: Dawn Hegland, Executive Director

DATE: September 27, 2011

RE: MN/DOT Presentation: Minnesota GO and the State Multi- Modal Transportation Plan

The MnDOT Office of Statewide Multimodal Planning would like to inform the RDCs on the status of the Minnesota GO project for developing a statewide vision for transportation, as well as have some initial discussion regarding the 20-year Statewide Multimodal Plan development and outreach process. The Plan is scheduled to be adopted in January 2012. Several MnDOT representatives will be present to discuss these issues with the Commission.

**INFORMATIONAL ONLY- No Action requested**