



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 24, 2013 - 6:30 PM

Introductions

Approve Agenda/Additions

1. Consent Agenda Items

- a. Approve Minutes from July 2013
- b. Approve Treasurer's Report and List of Bills (July & August)
- c. Meander Fiscal Agent and Grant Application
- d. Byway Technical Assistance Agreement
- e. Contract for Administrative Services – City of Benson & Contract for Services – Swift County HRA
- f. Contract for Administrative Services – City of Ortonville & Contract for Services – Prairie Five Community Action Council
- g. MnDOT Annual Planning Contract Amendment
- h. MnDOT SRTS Planning Contract
- i. MnDOT SRTS Non-Infrastructure Implementation 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: Lindsey Knutson

2. Information Items

- a. Planner Update
- b. Executive Director Update
- c. Transportation Programming Update due to MAP-21 Changes
- d. Economic Development Strategic Planning Training Update

3. Action Items

- a. Revolving Loan Fund

4. Discussion Items

- a. Bus Tour follow-up

Adjourn

Next Meeting Date: October 22, 2013

UMVRDC Mission Statement

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

RDC BOARD MINUTES – ANNUAL MEETING
Upper Minnesota Valley Regional Development Commission
Sioux Historic Pavillion – Ortonville, MN
July 23, 2013

Board Members Present: Bruce Swigerd, Juanita Lauritsen, Gary Hendrickx, Jim Dahlvang, Rusty Dimberg, Vicki Oakes, Scott Peterson, Warren Rau, Debra Lee Fader, Kathi Thymian, Scott Rixe, Jim Schmaedeka, Graylen Carlson, Mark Bourne, Mike Fugleberg

Board Members Absent: Gary Johnson, Brett Buer, Brent Olson, Jeff Olson

Staff Present: Dawn Hegland, Arlene Tilbury, Katie Kellner, Jenifer Fadness, Lindsey Knutson, Kristi Fernholz and Jackie Sigdahl

Guests: Brad Finstad, Senator Lyle Koenen, Tom Meium

Call to Order

Chairman Hendrickx called the meeting to order at 6:20pm

Introductions

Introductions were made.

Approve Agenda/Additions

M/S/P – Kathi Thymian, Mark Bourne made motion to approve the agenda as presented.

1. Consent Agenda Items

- a. Approve Minutes from June 2013
- b. Approve Treasurer's Report and List of Bills
- c. FY14 Fund Balance Schedule
- d. Regional Trails Plan Adoption Resolution
- e. SMAHC Grant Award Contract
- f. RLF Annual Report
- g. Canby Zoning Ordinance Update Contract
- h. Countryside Public Health SHIP grant writing contract

M/S/P – Jim Dahlvang, Rusty Dimberg made motion to accept and approve the Consent Agenda Items as follows: minutes of the June meeting; approval of the June Treasurer's Report along with the check listing as presented; approval of the existing Governmental Accounting Standards Board (GASB 54) policy with no changes; approval of the FY14 Fund Balance Schedule; adoption of the 2013 Upper MN Valley Regional Trails Plan; authorization for the \$2,000 planning grant from SMAHC; approval of the FY13 Revolving Loan Fund annual report; authorization with the City of Canby for updating their zoning ordinance; authorization for grant writing services in the amount of \$1300 with Countryside Public Health.

2. FY14 work Plan, Budget and Levy

Chairman Hendrickx declared the public hearing open at 6:25pm for the purpose of receiving public comment(s) on the FY14 work plan, budget, and proposed levy.

3. Annual Report

The 2013 Annual Report was distributed to all commissioners, staff and guests.

4. Appointments

a. Public Interest Group Representatives

The nominations received for public interest group representatives are as follows:

- Economic Development – Vicki Oakes, Ortonville EDA Director
- Workforce – Juanita Lauritsen, SW MN Workforce Council Director
- Prairie Five Community Action Council – Bruce Swigerd, Prairie Five CAC Board Member

M/S/P - Warren Rau, James Schmaedeka made motion certifying the public interest group representatives to serve on the UMRDC for FY14.

b. Depository

M/S/P – Bruce Swigerd, Kathi Thymian made motion to designate the Prairie Sun Bank as the depository for the UMRDC’s FY14 and the Farmers and Merchants Bank as the depository for the RLF’s FY14.

5. Report from Nominating Committee

Jim Dahlvang representing the nominating committee reported that they were nominating Gary Hendricks to serve as Chairperson for FY14.

Secretary/Treasurer, Kathi Thymian asked three times for other nominations from the floor for chairperson.

M/S/P – Juanita Lauritsen, Rusty Dimberg made motion to cast a unanimous ballot to elect Gary Hendrickx as chairperson for FY14.

6. Certification – Board of Director/Election of Officers

Chairman Hendrickx asked members from each county for their nominations of board member representative and alternate for the board of directors. The nominations were as follows:

- | | |
|-------------------------|----------------------------|
| Big Stone County: | Kathi Thymian |
| | Brent Olson – alternate |
| Chippewa County: | James Schmaedeka |
| | Jim Dahlvang - alternate |
| Lac qui Parle County: | Brett Buer |
| | Mark Bourne - alternate |
| Swift County: | Warren Rau |
| | Mike Fugleberg - alternate |
| Yellow Medicine County: | Scott Peterson |
| | Gary Johnson – alternate |

M/S/P – Scott Peterson, Debra Lee Fader made motion to certify the board of directors and alternates as presented for FY14.

Chairman Hendrickx called for nominations three times for Vice President and Secretary/Treasurer from the members of the board of directors.

a. Vice Chairperson

M/S/P – Jim Dahlvang, Rusty Dimberg made motion to nominate and cast a unanimous ballot for Kathi Thymian as Vice Chairperson for FY14.

b. Secretary/Treasurer

M/S/P – Warren Rau, Scott Peterson made motion to nominate and cast a unanimous ballot for James Schmaedeka as Secretary/Treasurer for FY14.

7. Close Public Hearing – FY14 Work Plan, Budget and Levy

Chairperson Hendrickx asked for comments(s) concerning the work plan, budget, and levy for FY14. No comments were received. The public hearing was closed at 6:35pm.

M/S/P – Rusty Dimberg, Scott Peterson made motion to accept and adopt the work plan, levy, indirect cost plan, and proposed budget for FY14 of revenues of \$845,426 and expenses of \$845,020; and authorize the signatures on the Resolution of Authorization for county tax levies payable in 2014.

8. Other Action Items

a. Committee Assignments for FY14 are as follows:

RLF: Warren Rau, Gary Johnson, Gary Hendrickx
ATP-4/TAC: Rusty Dimberg
ATP-8/TAC: Gary Johnson, Jim Dahlvang

M/S/P – Mark Bourne, Debra Lee Fader made motion for the appointment of commission representatives to the above committees.

M/S/P – Jim Dahlvang, Mike Fugleberg made motion for approval to pay a per diem and mileage for above committee assignments.

BHAG Committee Structure for FY14 was presented as follows:

Board Stewardship

Brett Buer
Brent Olson
Bruce Swigerd
James Schmaedeka
Gary Hendrickx
Graylen Carlson

Marketing

Scott Peterson
Jeff Olson
Rusty Dimberg
Juanita Lauritsen
Jim Dahlvang
Kathi Thymian

Community Development

Scott Rixe
Mike Fugleberg
Vicki Oakes
Gary Johnson
Warren Rau
Debra Lee Fader
Mark Bourne

b. FY14 RLF Loan Advisory Board Membership

UMVRDC

3 Representatives
(listed above)

Big Stone County

Walt Wulff
Vicki Oakes

Chippewa County

Jim Dahlvang
Gene Schwitters

Lac qui Parle County

Terry Overlander
Josh Falness

Swift County

Joe Fox
Laura Thomson

Yellow Medicine County

Louis Sherlin
Paul Wilson

M/S/P – Kathi Thymian, Rusty Dimberg made motion to approve the FY14 Loan Advisory Board representatives.

c. Loan Advisory Board Recommendations

M/S/P – Vicki Oakes, Mark Bourne made motion for the board to approve an \$11,000 loan at 4% over 10 years to R&R Outdoors for inventory with a shared 2nd position on business assets shared with Swift County RDA and JPAC, contingent on the same action being taken by all lenders.

9. Information Items

a. Planner Update – no comments

b. Director’s Report – no comments

Adjournment

A motion by Graylen Carlson, Rusty Dimberg for adjournment was made at 6:40pm.

APPROVED BY:

PREPARED BY:

Gary Hendrickx
RDC Chairman

Jackie Sigdahl
RDC Administrative Assistant

#1b

ACTION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Arlene Tilbury
Financial Officer

DATE: September 24, 2013

RE: July & August 2013 Check Listing & Treasurer's Report

Attached is the treasurer's report for July 2013 and August 2013. 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 July 2013.

ACTION REQUESTED:

For the Commission to approve the attached July 2013 Treasurer's Report and the July 2013 check listing (check #17727 through 17765) and to also approve the attached August 2013 Treasurer's Report and as well as the August 2013 check listing (check # 17766 through 17800) as presented.

Enc.

July-13	FY14 Budget	Current	YR-To-DT	
Agency Expenses				
Salaries/Fringe	602,811	43,411	43,411	7%
Commissioner's Expense				
Per Diem	12,000		-	0%
FICA	1,000		-	0%
Public Officials Ins.	5,000		-	0%
Meeting Expense	3,000	(30)	(30)	-1%
Travel C&C	7,500	182	182	2%
Training	7,000		-	0%
Art Crawl/Meander	32,000	435	435	1%
Audit	13,000		-	0%
Computer Technical Assistance	10,000		-	0%
Contract for Services/Comm Dev	9,000		-	0%
Copy Charge/xerox lease	8,500	-	-	0%
Depreciation	11,000	853	853	8%
Dues	3,500		-	0%
Insurance	1,000		-	0%
Intern/high school student	12,000		-	0%
Legal Fees	2,000		-	0%
Miscellaneous/Employee Morale	4,000		-	0%
Office Rent	12,210	1,017	1,017	8%
Postage	6,000	1,075	1,075	18%
Printing/Advertising	5,000		-	0%
RDC Marketing Item	2,000		-	0%
Registration/Training	10,000	1,050	1,050	11%
Repairs/Maintenance	2,000		-	0%
Software GMS/GIS/General	8,000	4,488	4,488	56%
Sub./Publications	2,000	112	112	6%
Supplies	6,000		-	0%
Telephone/Internet	4,000	294	294	7%
Tourism Trade Shows/Ads/Byway	15,000	832	832	6%
Travel/Staff	25,000	949	949	4%
Web Hosting/Maintenance	3,500		-	0%
Total Expenses	845,021	54,667	54,667	133%
	405	(27,735)	(27,735)	
General Checking	79,491	Hedge Hog Grants		20,000
Money Market	415,670			
Certificate of Deposit	150,000			
RLF Savings	218,397			
Agency Auto	31,060			
Equipment Fund	22,634			
			Balance	20,000
UMVRDC Secretary/Treasurer			UMVRDC Executive Director	

3 CHECK LISTING				
Checks	17727	To	17765	
Check#	Check Date	Vendor Name	Check Amount	Description
17727	7/9/2013	Advocate Tribune	54.00	
17728	7/9/2013	CHIPPEWA COUNTY AUDITOR/TREASURER	439.70	
17729	7/9/2013	CITY OF APPLETON	1,016.67	
17730	7/9/2013	Dana F. Cole & Company LLP	327.00	
17731	7/9/2013	Eugene Schwitters	49.72	
17732	7/9/2013	Grants Management Systems, Inc.	90.00	
17733	7/9/2013	Joe Fox	11.30	
17734	7/9/2013	Louis Sherlin	58.76	
17735	7/9/2013	Mediacom LLC	224.31	
17736	7/9/2013	Terry Overlander	23.75	
17737	7/9/2013	Walter W. Wulff	38.42	
17738	7/9/2013	Advocate Tribune	31.20	
17739	7/9/2013	CANBY NEWS	21.60	
17740	7/9/2013	Dana F. Cole & Company LLP	65.60	
17741	7/9/2013	DAWN HEGLAND	96.08	
17742	7/9/2013	DAWSON SENTINEL	20.10	
17743	7/9/2013	Federated Telephone	335.84	
17744	7/9/2013	Grants Management Systems, Inc.	25.00	
17745	7/9/2013	LINDSEY KNUTSON	21.42	
17746	7/9/2013	Ortonville Independent	115.20	
17747	7/9/2013	PAUL MICHAELSON	90.00	
17748	7/9/2013	Ruth Keller	75.00	
17749	7/9/2013	Swift County DAC	47.03	
17750	7/9/2013	Swift County Monitor-News	33.45	
17751	7/9/2013	The Appleton Press	21.10	
17752	7/9/2013	US POSTAL SERVICE	3.06	
17753	7/9/2013	WESTERN GUARD	24.30	
17754	7/19/2013	Appleton Hardware Inc.	5.87	
17755	7/19/2013	Chase Card Services	574.42	
17756	7/19/2013	Clara City Herald	34.20	
17757	7/19/2013	DONS FOOD PRIDE	64.86	
17758	7/19/2013	KERKHOVEN BANNER	34.20	
17759	7/19/2013	Montevideo Publishing	39.45	
17760	7/19/2013	Outdoor News Publications	309.00	
17761	7/19/2013	Chase Card Services	9,789.39	
17762	7/19/2013	Home & Away, Inc	832.15	
17763	7/19/2013	Montevideo Publishing	58.00	
17764	7/19/2013	South Dakota Magazine	435.00	
17765	7/19/2013	US Able Life	25.60	
17766	8/7/2013	Xerox Corporation	247.28	
17767	8/9/2013	Advocate Tribune	47.70	
17768	8/9/2013	CANBY NEWS	57.76	
17769	8/9/2013	CHIPPEWA COUNTY AUDITOR/TREASURER	439.70	
17770	8/9/2013	CITY OF APPLETON	1,016.67	
17771	8/9/2013	Clara City Herald	35.00	

**UPPER MN VALLEY REGIONAL DEVELOPMENT COMMISSION
REVENUE & EXPENSE REPORT**

	FY14 Budget	Current	YR-To-DT	
Agency Revenues				
Interest	4,800	124	255	5%
Levy	274,000	407	407	0%
Miscellaneous	1,500	70	70	5%
Contracts/Reserve	-		-	
Economic Development/EDA				
EDA Planning Grant	64,628		16,157	25%
Revolving Loan Fund Admin	34,000		-	0%
Technical Assistance				
Technical Assistance Potential Contracts	6,000		-	0%
Swift Co Solid Waste (FY12 HH 3,500)	2,100		-	0%
Milan Comp Plan Update (FY12 HH 4,850)	250		-	0%
Safe Routes for Schools Plans	20,000		-	0%
Safe Routes Coordinator	41,000		-	0%
Canby Zoning Update	6,000	3,000	3,000	50%
Hazard Mitigation Updates (15,000 FY 13 HH)	35,000		-	0%
Safe Routes for Schools (FY13 contract)	9,000		-	0%
SMAHC Planning Grant	1,250	1,600	1,600	128%
Grant Writing				
Grant Writing Potential Contracts	6,000		-	0%
SHIP Grant Application	1,300		-	0%
Grants Admin/Management				
Benson SCDP (2)	708		-	0%
Dawson EDA Grant	30,000		-	0%
Granite Falls EDA Grant	30,000		-	0%
Granite Falls Overall Admin	23,000		-	0%
Benson SCDP - New	18,000		-	0%
Ortonville SCDP New	18,000		-	0%
Transportation/MN DOT				
Planning Grant (\$25,000 increase)	75,000	25,000	25,000	33%
Prairie Waters				
	69,690	1,000	11,444	16%
Byway Corridor Management Plan	28,200		-	0%
Art Crawl	46,000	21,036	21,236	46%
Total Revenue	845,426	52,237	79,169	9%
Pass-Thru Revenue (not included above)		188,375	209,114	

August-13	FY14			
	Budget	Current	YR-To-DT	
Agency Expenses				
Salaries/Fringe	602,811	40,475	83,885	14%
Commissioner's Expense				
Per Diem	12,000	850	850	7%
FICA	1,000	65	65	7%
Public Officials Ins.	5,000		-	0%
Meeting Expense	3,000	730	700	23%
Travel C&C	7,500	971	1,153	15%
Training	7,000		-	0%
Art Crawl/Meander	32,000		435	1%
Audit	13,000		-	0%
Computer Technical Assistance	10,000	441	441	4%
Contract for Services/Comm Dev	9,000		-	0%
Copy Charge/xerox lease	8,500	(25)	(25)	0%
Depreciation	11,000	825	1,678	15%
Dues	3,500	1,875	1,875	54%
Insurance	1,000		-	0%
Intern/high school student	12,000		-	0%
Legal Fees	2,000		-	0%
Miscellaneous/Employee Morale	4,000	60	60	2%
Office Rent	12,210	1,017	2,033	17%
Postage	6,000	321	1,396	23%
Printing/Advertising	5,000	2,166	2,166	43%
RDC Marketing Item	2,000	589	589	29%
Registration/Training	10,000	431	1,481	15%
Repairs/Maintenance	2,000		-	0%
Software GMS/GIS/General	8,000	(1,703)	2,786	35%
Sub./Publications	2,000	275	387	19%
Supplies	6,000	268	268	4%
Telephone/Internet	4,000	295	588	15%
Tourism Trade Shows/Ads/Byway	15,000	886	1,718	11%
Travel/Staff	25,000	1,912	2,861	11%
Web Hosting/Maintenance	3,500		-	0%
Total Expenses	845,021	52,722	107,390	13%
	405	(485)	(28,220)	
General Checking	108,857	Hedge Hog Grants		20,000
Money Market	415,779			
Certificate of Deposit	150,000			
RLF Savings	228,929			
Agency Auto	31,550			
Equipment Fund	23,458			
			Balance	20,000
UMVRDC Secretary/Treasurer			UMVRDC Executive Director	

August 2013 CHECK LISTING

Checks	17766	To	17800		
Check#	Check Date		Vendor Name	Check Amount	Description
17766	08/07/2013		Xerox Corporation	247.28	June Copy Charge
17767	08/09/2013		Advocate Tribune	47.70	PW Annual Gathering Ad
17768	08/09/2013		CANBY NEWS	57.76	PW Annual Gathering ad, Annual Mtg notice
17769	08/09/2013		CHIPPEWA COUNTY AUDITOR/TREASURER	439.70	August Dental Insurance
17770	08/09/2013		CITY OF APPLETON	1,016.67	August Rent
17771	08/09/2013		Clara City Herald	35.00	Annual Mtg Notice
17772	08/09/2013		Crazy Apron Catering	256.50	Annual Mtg Lunch
17773	08/09/2013		DAWSON SENTINEL	90.64	PW Annual Gathering ad, Annual Mtg notice
17774	08/09/2013		DONS FOOD PRIDE	105.74	RLF Mtg Supplies, General Supplies, Annual Mtg Supplies
17775	08/09/2013		ESRI	405.50	ArcGIS annual maintenance
17776	08/09/2013		Federated Telephone	480.00	Spam Blocker, Computer Maintenance
17777	08/09/2013		Glen's Auto Glass	392.17	Malibu repairs
17778	08/09/2013		Grants Management Systems, Inc.	1,190.50	Service Call, Annual license and warranty
17779	08/09/2013		JL Lasering	127.50	PW Keychains
17780	08/09/2013		KERKHOVEN BANNER	50.40	PW Annual Gathering Ad, Annual Mtg Notice
17781	08/09/2013		Mediacom LLC	225.19	Agency Telephone, PW Telephone
17782	08/09/2013		Ortonville Independent	158.25	Annual Mtg Notice, PW Annual Gathering
17783	08/09/2013		Riley Bus Service, Inc.	425.00	Annual Meeting Transportation
17784	08/09/2013		Ruth Keller	60.00	July Office Cleaning
17785	08/09/2013		Swift County Monitor-News	66.50	Annual Mtg Notice
17786	08/09/2013		The Appleton Press	1,655.76	Annual Mtg Notice, PW Annual Gathering Ad, Annual Reports
17787	08/09/2013		Watson Hunting Camp	225.00	PW Annual Gathering Meal
17788	08/09/2013		WESTERN GUARD	63.20	Annual Mtg notice, PW Annual Gathering ad
17789	08/27/2013		Bourne, Mark L	103.80	Commissioner's Payroll/Checks
17790	08/27/2013		Dahlvang, Jim	113.97	Commissioner's Payroll/Checks
17791	08/27/2013		Johnson, Gary L.	86.85	Commissioner's Payroll/Checks
17792	08/27/2013		Rau, Warren	134.16	Commissioner's Payroll/Checks
17793	08/27/2013		Swigerd, Bruce	46.17	Commissioner's Payroll/Checks
17794	08/21/2013		Association of MN Counties	50.00	Planner Advertising
17795	08/21/2013		Chase Card Services	3,035.62	Dawn CC - NADO, Staff Travel, Subscription
17795			Chase Card Services	264.68	Kristi CC - Staff Travel, Meander Facebook Ads,
17795			Chase Card Services	678.54	Arlene CC - Staff Travel, Annual Mtg, Supplies
17795			Chase Card Services	633.56	Jenifer CC - PW Supplies, Advertising Supplies
17795			Chase Card Services	271.01	Lindsey CC - Staff travel, postage
17795			Chase Card Services	307.25	Agency Auto Gas
17796	08/21/2013		Dana F. Cole & Company LLP	27.00	Aug Flex Fee
17797	08/21/2013		Montevideo Publishing	58.50	Annual Meeting Notice
17798	08/21/2013		Rittenour Enterprises, LLC	11,000.00	Loan Closing Proceeds
17799	08/21/2013		SHRA - Marshall	25.00	Unemployment Insurance Training
17800	08/21/2013		US Able Life	25.60	Sep Life Insurance
Kathi Thymian, UMRDC Secretary/Treasurer				Dawn Hegland, Executive Director	
Gray highlights are pass-thru expenses					

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Kristi Fernholz, Senior Planner
DATE: September 24, 2013
RE: Meander Fiscal Agent and Grant Application

The UMRDC has been involved in coordinating the Meander Art Crawl since 2004. Since the Meander is not a formal organization, a fiscal agent is needed to procure grant funds. A signature is needed on the SMAHC grant application as well as a fiscal agent agreement for the 2014 Meander. The grant application was due August 16th, so a preliminary approval was received from the UMRDC chairman to sign fiscal agreement, and the grant agreement as the fiscal agent.

ACTION REQUESTED:

Approval of the authorization of the executive director's signature on the grant application to SMAHC as the fiscal agent, and the fiscal agent agreement between the UMRDC and Meander 2014.

FISCAL AGENT AGREEMENT

We UMVRDC hereby agree to
(fiscal agent organization)

serve as fiscal agent for Meander 2014
(name of organization)

to receive funds for Meander, The Upper MN River Art Crawl.
(name of project)

Before agreeing to act as fiscal agent for any group, the following conditions must be met by the group:

1. The group must be a legitimate organization.
2. The group must draw up a specific proposal for the project and be reasonably sure of its feasibility.
3. The group must agree that this is a one time agreement and understand that UMVRDC will act as Fiscal Agent for ONLY this project.

As fiscal agent, we agree to serve as a receptacle for funds to be channeled to the UMVRDC for expenses as outlined in the grant budget. The group receiving the funds shall be responsible for spending the funds as budgeted, providing documentation for all expenses, and shall notify SMAHC and the fiscal agent UMVRDC if any changes are to be made in the budget.

Organizational Official, Title

Date

Fiscal Agent, Title

Date

Other conditions:

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Kristi Fernholz, Senior Planner
DATE: September 24, 2013
RE: Byway Technical Assistance Agreement

The UMVRDC would like to continue to work with the Minnesota River Valley Scenic Byway Alliance (MRVSBA) to coordinate their meetings, serve as fiscal agent, write grants and carry out the projects of the MRVSBA. This contract is for the fiscal agent agreement.

ACTION REQUESTED:

Authorization to sign the Technical Assistance agreement with the Minnesota River Valley Scenic Byway Alliance for an ongoing fiscal agent agreement.

2013 – Until Amended
TECHNICAL ASSISTANCE AGREEMENT
between the

UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION
and the
Minnesota River Valley Scenic Byway Alliance

This Agreement is entered into by and between the Upper Minnesota Valley Regional Development Commission, hereinafter referred to as the "UMVRDC", and the Minnesota River Valley Scenic Byway Alliance, hereinafter referred to as the "Alliance".

1. PURPOSE

The purpose of the agreement is to provide a mutual understanding concerning the technical assistance rendered to the Alliance by the UMVRDC.

2. DESCRIPTION OF UMVRDC ASSISTANCE

The Alliance requires consulting services to provide a Fiscal Agent.

3. AGREEMENT PERIOD

Services provided under the terms of this Contract will be performed ongoing as necessary. The time period for this Contract may be amended upon request and signed approval by both the UMVRDC and the Alliance.

4. PAYMENT TERMS

According to the UMVRDC technical assistance policies and procedures, this project has been classified as fiscal agent services.

- Fiscal agent; 2.5% of total funds handled,
- Postage and miscellaneous expense will be billed at actual cost.

The UMVRDC will invoice the Alliance as follows;

- Fiscal Agent; Following the close of the fiscal year the UMVRDC may invoice the Alliance for an amount equal to 2.5% of the total funds handled on behalf of the group (i.e. \$10,000 processed in revenue and expenses x .025 = \$250),

Costs incurred by the UMVRDC will be documented through the use of time sheets, travel vouchers, invoices and standard accounting tools. These records will be made available for review by the Alliance as requested.

5. TERMINATION CLAUSE

The UMVRDC and the Alliance Board of Directors, as parties of this Agreement either individually or jointly, may terminate the Agreement by written notice submitted to the other party to the Agreement 60 days in advance of the proposed termination date.

IN WITNESS WHEREOF, the Minnesota River Valley Scenic Byway Alliance, and the Upper Minnesota Valley Regional Development Commission have caused this Agreement to be duly executed in their respective behalf and hereby agree to the content of this Agreement.

ATTEST:

Chairperson, Minnesota River Valley
Scenic Byway Alliance

Executive Director, Upper MN Valley
Regional Development Commission

DATED: _____

DATED: _____

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ACTION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Katie Kellner, Grants Administrator

DATE: September 24, 2013

RE: Contract for Administrative Services – City of Benson and
Contract for Services – Swift County Housing and Redevelopment
Authority (Benson DEED Grant)
DEED Grant #CDAP-12-0076-O-FY13

A contract for administrative services between the City of Benson and the Upper Minnesota Valley Regional Development Commission has been submitted to Appleton for approval. The contract term is from July 17, 2013 through December 31, 2015.

A contract for services between Swift County HRA and the Upper Minnesota Valley Regional Development Commission has been submitted to Prairie Five for approval. The contract term is from July 17, 2013 through December 31, 2015.

ACTION REQUESTED:

For the Commission to approve the Contract for Administrative Services between the City of Ortonville and the UMRDC and the Contract for Services between Swift County HRA and the UMRDC.

CONTRACT FOR ADMINISTRATIVE SERVICES

City of Benson
and
Upper Minnesota Valley Regional Development Commission
FY14-02

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 July 17, 2013 through December 31, 2015 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-12-0076-O-FY13.

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 suggested list of bills for consideration by the City, preparation of requests for payments, and annual 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 \$92,800. Said monies will come from the following:

- \$77,940.00 - Small Cities Development Program
- \$14,860.00 - City of Benson.

The UMRDC will contract with the Swift County HRA for Residential Owner Rehabilitation and Rental Rehabilitation Administration for \$58,000.

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: _____

CONTRACT FOR SERVICES
Between
Upper Minnesota Valley Regional Development Commission
and
Swift County Housing and Redevelopment Authority
FY14 - 06

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 July 17, 2013 through December 31, 2015.
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 and rental rehabilitation services as provided by the Benson Small Cities Development Program Grant Agreement CDAP-12-0076-O-FY13.

Upon receipt of pay vouchers, the UMVRDC agrees to pay Swift County HRA a sum not to exceed \$58,000.00 as follows:

- ◆ \$48,000.00 Residential Owner Rehabilitation Administration
- ◆ \$10,000.00 Rental Rehabilitation Administration

Swift County HRA agrees to submit to the UMVRDC separate administration billings for Residential Owner Rehabilitation and Rental Rehabilitation Administration. 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 \$.565 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.

ACTION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Katie Kellner, Grants Administrator

DATE: September 24, 2013

RE: Contract for Administrative Services – City of Ortonville and
Contract for Services – Prairie Five (Ortonville DEED Grant)
DEED Grant #CDAP-12-0073-O-FY13

A contract for administrative services between the City of Ortonville and the Upper Minnesota Valley Regional Development Commission has been submitted to Appleton for approval. The contract term is from July 17, 2013 through December 31, 2015.

A contract for services between Prairie Five and the Upper Minnesota Valley Regional Development Commission has been submitted to Prairie Five for approval. The contract term is from July 17, 2013 through December 31, 2015.

ACTION REQUESTED:

For the Commission to approve the Contract for Administrative Services between the City of Ortonville and the UMVRDC and the Contract for Services between Prairie Five and the UMVRDC.

Thank you.

CONTRACT FOR ADMINISTRATIVE SERVICES

City of Ortonville
and
Upper Minnesota Valley Regional Development Commission
FY14-04

THIS CONTRACT for Administrative Services is between the City of Ortonville 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 July 17, 2013 through December 31, 2015 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, "Ortonville Comprehensive Grant" for which the City will receive monies from the State of Minnesota.

As the overall Administering Agent of the Ortonville 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-12-0073-O-FY13.

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 suggested list of bills for consideration by the City, preparation of requests for payments, and annual 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 \$81,500. Said monies will come from the following:

- \$72,000.00 - Small Cities Development Program
- \$9,500.00 - City of Ortonville.

The UMRDC will contract with the Prairie Five Community Action Council for Residential Owner Rehabilitation and Rental Rehabilitation Administration for \$50,000.

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 Ortonville 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 Ortonville.

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 ORTONVILLE

Date: _____

Date: _____

ATTEST:

ADMINISTRATOR
CITY OF ORTONVILLE

Date: _____

CONTRACT FOR SERVICES
Between
Upper Minnesota Valley Regional Development Commission
and
Prairie Five Community Action Council
FY14 - 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 Prairie Five Community Action Council, hereinafter referred to as "Prairie Five".

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 July 17, 2013 through December 31, 2015.
2. Independent Contractor. For the purpose of this Contract, Prairie Five shall be deemed an independent contractor and not an employee of the UMVRDC. Any and all employees of Prairie Five or other persons while engaged in the performance of any work or services required by Prairie Five 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 Prairie Five shall in no way be the obligation or responsibility of the UMVRDC.
3. Administrative Terms. In consideration of financial reimbursement, Prairie Five agrees to provide residential owner and commercial rehabilitation services as provided by the Ortonville Small Cities Development Program Grant Agreement CDAP-12-0073-O-FY13.

Upon receipt of pay vouchers, the UMVRDC agrees to pay Prairie Five a sum not to exceed \$50,000.00 as follows:

- ◆ \$40,000.00 Residential Owner Rehabilitation Administration
- ◆ \$10,000.00 Rental Rehabilitation Administration

Prairie Five agrees to submit to the UMVRDC separate administration billings for Residential Owner Rehabilitation and Rental Rehabilitation Administration. Prairie Five 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 Prairie Five:

- a. Total personnel salary costs actually incurred by Prairie Five for time expended;
- b. Office supplies;
- c. Travel expenses at a rate of \$.565 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 Prairie Five's accounts and records related to funds provided under this Contract. In addition, Prairie Five 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 Prairie Five personnel who shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Prairie Five 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 Prairie Five for the city of Ortonville, Housing Rehabilitation Project.

Prairie Five agrees to undertake Housing Rehabilitation responsibilities as set forth in the SCDP Work Program hereto attached and marked "Attachment A". Prairie Five 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, Prairie Five will turn over all Residential Owner Rehabilitation files to the city of Ortonville, if requested by that city.

All Residential Owner Rehabilitation loan repayments received by the city of Ortonville, 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 Ortonville and Prairie Five mutually agree that a repayment agreement shall be executed in the name of the city of Ortonville 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, Prairie Five 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 Prairie Five 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 Prairie Five, 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 Prairie Five under the terms of the contract.

6. Anti-Trust. Prairie Five 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, Prairie Five 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. Prairie Five 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. Prairie Five 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 Prairie Five 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

PRAIRIE FIVE COMMUNITY ACTION
COUNCIL

Minnesota Tax ID No. _____

Federal Tax ID No. _____

By: _____

Date

Attest:

Date

PRAIRIE FIVE - UMVRDC CONTRACT
SCDP WORK PROGRAM

PRAIRIE FIVE

- A. Prairie Five 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. Prairie Five shall provide advice and assistance in implementing programs included in the project, as defined in the grant application.
- C. Prairie Five shall provide advice and assistance to the UMVRDC 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. Prairie Five 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 UMVRDC on an as needed basis.
- E. Prairie Five 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 Ortonville, fair housing information, notification, inspection, scope of work, bid process and review, change orders, pay requests and monitoring.
- F. Prairie Five 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. Prairie Five shall provide advice and assistance in preparing needed graphic and narrative materials pertinent to program objectives.
- H. At the completion of the project, Prairie Five shall provide advice and assistance to the UMVRDC in preparing final reports.
- I. Prairie Five shall be responsible only to the UMVRDC 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.

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Lindsey Knutson, Planner
DATE: September 24, 2013
RE: MnDOT Annual Planning Contract Amendment

The amendment to the Grant Agreement from MnDOT for planning funds to the UMRDC for FY 2014 was received from MnDOT's Central Office. The amended agreement is to provide the UMRDC with an additional \$25,000 per year to the existing \$50,000 contract for local transportation planning assistance. The agreement with the amendment provides for a total of \$75,000 in state money and a 15 percent local match of \$13,235.00 to be provided by the UMRDC.

In March of 2013, the UMRDC authorized \$8,824.00 in match for the original \$50,000 planning contract. The additional \$25,000 the UMRDC will receive from MnDOT requires an additional match of \$4,411.00 for a total FY 14 match of \$13,235.00 referenced above.

ACTION REQUESTED:

Authorization to commit \$4,411.00 for additional match for the MnDOT Planning Grant due to the increase of \$25,000 to the contract as outlined in the amendment and to authorize the chairman and executive director's signatures on the agreement.

Enc.

AMENDMENT # 1 TO MnDOT GRANT AGREEMENT #: 03350

Contract Start Date:	<u>07/01/2013</u>	Original Contract Amount:	<u>\$50,000.00</u>
Orig. Contract Exp. Date:	<u>06/30/2014</u>	Prev. Amendment(s) Total:	<u>N/A</u>
		Current Amendment	
Amended Exp. Date	<u>06/30/2014</u>	Amount:	<u>\$25,000.00</u>
		Current Contract Total:	<u>\$75,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and Upper Minnesota Valley Regional Development Commission, 323 W. Schlieman Ave., Appleton, MN 56208 (“Grantee”).

Recitals

1. The State has an agreement with the Grantee identified as MnDOT Agreement Number 03350 (“Original Agreement”) to provide financial assistance to Grantee for transportation planning pursuant to Minnesota Statutes §174.03, subdivision 4.
2. The parties wish to amend the Original Agreement in order to increase the total amount of the grant with additional funds provided through 2013 Minnesota Laws Chapter 117, Section 3, Subdivision 3(b) and to adjust the local match accordingly.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 2.1. “*Grantee’s Duties*” is amended as follows:

- 2.1. **Grantee’s Duties.** The Grantee, who is not a state employee, will:
 - a) Perform the work activities defined in the July 1, 2013, through June 30, 2014, (hereinafter "F.Y. 2014") of the Planning Work Program as approved by the State and which is on file at Grantee's office and incorporated herein by reference. The Planning Work Program defines the scope of work and particular tasks to be completed by the Recipient. All work must be performed in a satisfactory and timely manner.
 - b) Provide 15% local matching funds, which is equal to ~~\$8,824.00~~ \$13,235.00.

REVISION 2. Article 4.1 “*Consideration*” is amended as follows:

- 4.1. **Consideration.** The State will pay for all services performed by the Grantee under this Grant Agreement as follows:
 - 4.1.1. **Compensation.** The Grantee will be paid as follows upon receipt of invoice:
 - ~~50%~~ 33% upon execution of this Agreement and approval of the F.Y. 2014 Work Plan;

**STATE ENCUMBRANCE
VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO #: _____

DEPARTMENT OF TRANSPORTATION

By: Mark Nelson
(With delegated authority)

Title: Director, Statewide Planning

Date: August 16, 2013

GRANTEE

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

By: _____

Title: UMVRDC Board Chair

Date: _____

By: _____

Title: UMVRDC Executive Director

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

MMD#: _____

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Lindsey Knutson, Planner
DATE: September 24, 2013
RE: MnDOT SRTS Planning Grant Contract

The Safe Routes to School Planning grant contract was received from MnDOT. This grant provides the UMRDC with \$14,872.00 to complete a SRTS Plan for the Montevideo Schools and \$15,144.00 to complete a SRTS Plan for Clarkfield Charter School. These are Federal Highway Administration dollars administered by MnDOT and they do not require a local match. The planning process will begin in the fall of 2013 with a plan complete in the fall of 2014.

ACTION REQUESTED:

Authorize the chairman and executive director's signatures on the grant agreement.

Enc.

MINNESOTA DEPARTMENT of TRANSPORTATION
2013-2015 Safe Routes to School Program Grant Contract

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation ("STATE") and Upper Minnesota Valley Regional Development Commission ("GRANTEE"), a governmental entity.

Background

The purpose of this Grant Contract is for STATE to disburse Federal Highway Administration (FHWA) funds to GRANTEE from the Safe Routes to School (SRTS) program under Section 1404 of the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU). The administration of section 1404 has been assigned to FHWA's Office of Safety, which works in collaboration with FHWA's Offices of Planning and Environment (Bicycle and Pedestrian Program) and the National Highway Traffic Safety Administration (NHTSA) to guide the program.

GRANTEE applied to STATE for program funds to implement or to plan activities to promote the goals of the SRTS program.

NOW, THEREFORE, it is agreed:

- I. TERM OF CONTRACT. This Grant Contract will be effective upon execution by appropriate STATE and GRANTEE officials for work performed under the grant contract during the period from August 1, 2013 or the date the FHWA funds are authorized, whichever occurs later, through June 15, 2015.
- II. GOVERNING LAW, JURISDICTION, and VENUE. Minnesota law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Grant Contract. Venue for all legal proceedings arising out of this Grant Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- III. GRANTEE'S DUTIES. GRANTEE agrees to:
 - A. perform in a satisfactory and timely manner the work activities defined in its application for funding for the SRTS program, which is attached and incorporated into this grant contract as **Exhibit II Scope of Work**;
 - B. abide by applicable federal grant administration requirements;
 - C. submit to STATE progress and expenditure reports at least quarterly and a final year-end report; and
 - D. complete annual evaluation activities as prescribed by STATE.
- IV. STATE DUTIES. STATE will:
 - A. review and approve GRANTEE's application;
 - B. reimburse GRANTEE a sum not to exceed the amount provided in **Exhibit I Financial Assistance**, which is attached and incorporated into this grant contract;
 - C. monitor the progress of the work activities defined in GRANTEE's **Exhibit II Scope of Work**, and
 - D. administer this grant contract in accordance with the provisions in 49 CFR Part 18, the U.S. DOT's regulations that implements the government-wide Common Rule for grants and cooperative agreements to State and local governments and applicable FHWA regulations in 23 CFR, or 49 CFR Part 19, the USDOT regulation that implements the government-wide common rule for grants and cooperative agreements to institutions of higher education, hospitals, and non profit organizations.

- X. INDEMNITY. GRANTEE agrees to indemnify and hold harmless the STATE and FHWA from any and all claims or causes of action arising from the performance of this Grant Contract by GRANTEE or GRANTEE's agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for STATE's failure to fulfill its obligations pursuant to this Grant Contract.
- XI. STATE AUDITS. Under Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract shall be subject to examination by the Minnesota Department of Transportation Auditor, State Auditor, or the Legislative Auditor, for a minimum of six years from the expiration date of this Grant Contract. Allowability of all expenses charged to this Grant Contract must comply with the provisions of Federal Office of Management and Budget Circular Number A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- XII. DATA DISCLOSURE. Under Minnesota Statutes § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- XIII. DATA PRACTICES, OWNERSHIP OF MATERIALS, AND INTELLECTUAL PROPERTY. The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the STATE under this Grant Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this Grant Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or STATE.
- For all GRANTEES that are not a local government, if the GRANTEE receives a request to release the data referred to in this Clause, the GRANTEE must immediately notify STATE. STATE will give GRANTEE instructions concerning the release of the data to the requesting party before the data is released.
- Upon payment in full for the applicable materials, STATE shall own all rights, including all intellectual property rights, in all original materials, in whatever form, developed or created by GRANTEE and its employees, individually or jointly with others, or any subcontractor in the performance of its obligations under this Grant Contract. All materials which have been paid for by STATE shall be remitted to STATE by GRANTEE upon completion, termination, or cancellation of this Grant Contract. GRANTEE or its employees, individually or jointly with others, or any subcontractor, shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of GRANTEE's obligations under this Grant Contract without the prior written consent of STATE's Authorized Agent.
- XIV. AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE. In fulfilling the duties and responsibilities of this Grant Contract, the GRANTEE shall comply with Public Law 101-336, the Americans with Disabilities Act of 1990, 42 United States Code Section 1210 et seq. and regulations promulgated pursuant to it.
- XV. WORKERS' COMPENSATION. GRANTEE agrees to comply with the workers' compensation insurance coverage requirements of Minnesota Statutes, Section 176.181.
- XVI. CANCELLATION. This Grant Contract may be canceled by STATE or GRANTEE at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. In the event STATE cannot or does not obtain funding from the Minnesota Legislature, the federal government, or other funding source, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Grant Contract may be immediately canceled, at STATE'S option, by written notice of cancellation delivered in person, by mail, or facsimile to GRANTEE at the address specified in this Contract. STATE will not be obligated to pay for any services and/or goods performed by GRANTEE after such notice of cancellation.

**Upper Minnesota Valley Regional Development
Commission**

2. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: _____

Date: _____

P.O. No. _____

4. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: Contract Administrator

Date: _____

3. DEPARTMENT of TRANSPORTATION

By: _____
(with delegated authority)

Title: Office or Planning Director, Office of Transit

Date: _____

Deliverables: Attendance at meeting with SRTS Team at selected location; presentation for the meeting; meeting agenda; meeting minutes; draft vision statement for insertion into the Draft Plan.

The following tasks (three-five) can be completed in any order.

Task Three: Surveys

The Vendor will prepare, distribute, collect, and summarize two surveys:

1. Parent Survey: Using the National Center for Safe Routes to School [Parent Survey](#), the Vendor will survey parents of children attending the school. Parents will be notified of the survey by the SRTS Team. The Vendor will provide a paper version of the survey for those without internet access. The Vendor will be responsible for entering the results of the survey in the National Center for Safe Routes to School Database.
2. Student Survey: Using the National Center for Safe Routes to School [Student Travel Tally](#), the Vendor will work with the SRTS Team to have teachers collect data in the classroom. Schools should complete student travel tallies in all grade levels, and results will be entered into the National Center for Safe Routes to School Database.

Deliverables: Parent Survey results and Student survey results submitted through the National Center for Safe Routes to School online database; Interpreted and summarized data for Existing Conditions Memo for the Draft Plan

Task Four: Assessment of Issues and Barriers

The Vendor will work with the SRTS Team to collect, review and summarize all relevant existing materials, documents and reports that apply to SRTS and complete the Minnesota Active Schools Checklist, including:

- Existing policies and programs
- Walking and bicycling zone
- School and property
- Street profile
- Pedestrian and bicycle facilities
- “Remedial” pedestrian and bicycle facilities
- Connectivity and convenience

The SRTS Team will be responsible for: collecting information on the school enrollment boundaries, bus routes and bus policies, and provide student addresses. The Vendor will be responsible for obtaining crash data for the walk zone around the school (including “hazard bus” areas), existing traffic count data and speed limit data.

Deliverables: Completed MnDOT’s SRTS Neighborhood Assessment, Existing Conditions Memo for insertion into the Draft Plan, Existing Conditions Maps for Draft Plan, including (if available): crash data, school boundaries, school bus routes, transit routes, density of school population

Task Five: Meeting 2, Walking/Biking Audit and Optional Neighborhood Meeting

The Vendor will prepare for and assist in hosting a walking and bicycling audit and an optional neighborhood meeting. The Vendor will assess each communities need and expected turnout for a neighborhood meeting. If a neighborhood meeting is not the best choice, an option to create educational outreach materials for existing school or community events may be used. MnDOT will provide information that can be used for these materials. The goal is to educate the larger school community about the purpose of Safe Routes to School and the work being done at their school.

Deliverables: Attendance at local SRTS Team meeting; one updated Recommendations Memo for insertion into the Draft Plan

Task Eight: Draft Plan

The Vendor will assemble a Draft Plan that is consistent with best practices in SRTS that reflects input gathered throughout the planning process and the needs of the local community. Elements of the plan created through the process will be updated to reflect feedback from the SRTS Team and neighborhood meeting and compiled and consolidated into a single Draft Safe Routes to School Plan.

Deliverables: One electronic version of the Draft Plan delivered to the SRTS Team leader

Task Nine: Meeting 4, Draft Plan Review

The Vendor will attend Meeting 4 with the SRTS Team for discussion and finalization of the SRTS Plan. The SRTS Team should come prepared to give feedback on the Draft SRTS Plan. The Vendor will assemble comments to the Draft Plan and solicit feedback in writing from SRTS Team members within one week of Meeting 4.

Optional: If desired, MnDOT will help organize a peer review with another RDC planner working on a SRTS plan.

Deliverables: Attendance at local SRTS Team meeting; Email to SRTS Team lead asking for written comments; Written summary of comments on the Draft Plan

Task Ten: Finalize SRTS Plan Document

The Vendor will finalize the SRTS Plan based on feedback from the SRTS Team. The Vendor will provide the SRTS Team with one editable file, one copy-ready PDF file, and one hard copy of the plan and related documents. The vendor will include the survey results and the assessment results in the appendices and any digital survey files to use as a baseline for future survey efforts. The Vendor will provide the MnDOT Safe Routes to School Coordinator with: one electronic copy-ready PDF version of the SRTS Plan.

Optional: Follow up with the schools in late summer/ early fall to go over the next steps (action plan implementation) and any outstanding questions.

Deliverables: Hard copy, editable copy and copy-ready PDF file of Final SRTS Plan and related documents delivered to SRTS Team Leader; electronic copy-ready PDF version of SRTS Plan delivered to MnDOT Safe Routes to School Coordinator, meeting minutes from final meeting in the fall (optional task)

Plan Process Timeline

Summer: Sign Contract, Initial contacts with SRTS Team leaders

August – October: Existing conditions data collection, Meeting 1, Surveys

October – November: Meeting 2 (walk/bike audit and neighborhood meeting)

December – January: Existing Conditions Memo, Develop alternatives, Meeting 3

February – April: Assemble Draft Plans

May – June: Meeting 4, Finalize Document, Optional Peer Review

August- September: Optional Follow up with schools

Plan Outline

- I. Executive Summary: summary of the key points in the SRTS plan

Montevideo School District Budget

Task	Approximate	Additional	Total Hours	Hours per staff			Hours Spent in 2013 Contract	Dollars spent in 2013 contract
	Hours for one plan	Hours		Staff 1	Staff 2	Staff 3		
Task One: Initial Contact with Project Applicant	2		2	2			2	\$130
Task Two: Meeting 1, Kickoff	5	4	9	5	4		9	\$585
Task Three: Assessment of Issues and Barriers	40		40	40			40	\$2,600
Task Four: Surveys	8		8	8			8	\$520
Task Five: Public Meeting**		12	12	8	4		12	\$780
Task Six: Meeting 2, Walking/Biking Audit and Neighborhood Meeting	20	9	29	25	*	4	29	\$1,885
Task Seven: Develop Draft Strategies and Action Steps	30		30	30			30	\$1,950
Task Eight: Meeting 3, Action Plan	8	4	12	8	4		12	\$780
Task Nine: Draft Plan	30	4	34	30	*	4	34	\$2,210
Task Ten: Meeting 4, Draft Plan Review	8	4	12	8	4		12	\$780
Task Eleven: Finalize SRTS Plan Document	30	4	34	30	4		34	\$2,210
Total Hours	181		222	194	28		222	\$14,430

* reflects increased time due to two school locations

Hourly rate 1	\$65.00
Hourly rate 2	
Hourly rate 3	
Hourly rate 4	
Total staff time cost	\$14,430.00

\$130.00 Black & White Copies
 \$75.00 Color Copies
 \$5.00 Binding of Final Plan
 \$168.00 Large Maps
\$378.00 Total

Travel cost	\$442.00
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\$442 spent in travel and materials in 2013 contract

Total Budget for 2013 Contract	\$14,872.00
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**During the last round of SRTS Plans, it was determined that a separate public meeting was needed in addition to the four SRTS Team meetings. This outlines four SRTS Team meetings with one additional meeting open to the public.

RESOLUTION

For Safe Routes to School Planning Assistance Grants

WHEREAS, the Upper Minnesota Valley Regional Development Commission (UMVRDC) is the designated regional transportation agency for Region 6W; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program solicits applications to enable school and communities to implement safe routes to school planning activities; and

WHEREAS, the UMVRDC is applying on behalf of the schools and communities in the region to provide a regional Safe Routes to School coordinator; and

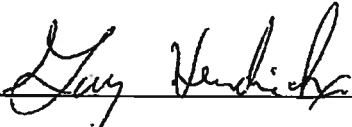
WHEREAS, MnDOT requires the UMVRDC to enter into a contract with the Minnesota Department of Transportation to receive a grant for Safe Routes to School if awarded; and

WHEREAS; the UMVRDC agrees to provide a twenty percent match of \$11, 419 for the Regional Safe Routes to School Coordinator portion of the grant; and

WHEREAS; implementation will commence after July 1, 2013 and continue until project completion;

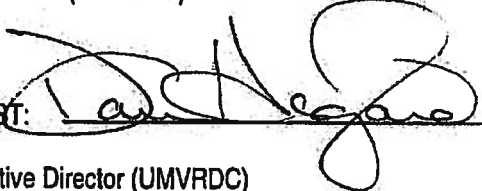
NOW THEREFORE, BE IT RESOLVED, that the UMVRDC Commission Board of Directors authorizes the Executive Director to enter into an agreement with the Minnesota Department of Transportation to complete Safe Routes to School plans.

BE IT FURTHER RESOLVED, that the Executive Director and the Board Chairperson are hereby authorized to execute such Agreement.



Chairperson (UMVRDC)

2-26-13
Date

ATTEST: 

Executive Director (UMVRDC)

2/28/13
Date



Upper Minnesota Valley
REGIONAL DEVELOPMENT COMMISSION
Helping Communities Prosper

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

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Lindsey Knutson, Planner
DATE: September 24, 2013
RE: MnDOT SRTS Non-Infrastructure Implementation Grant Contract

The Safe Routes to School non-infrastructure implementation grant contract was received from MnDOT. This grant provides the UMVRDC and local schools with \$71,000 in Federal Highway Administration dollars, administered by MnDOT, to have UMVRDC staff help the five schools undergoing SRTS Plans (A/M Elementary, MMN Elementary, Benson School District, Stevens Elementary and Bert Raney Elementary) with implementation of their SRTS programs. To make the grant application competitive, the UMVRDC put forth matching dollars totaling \$11,820 to bring the project total to \$82,820.

The non-infrastructure implementation grant will begin in the fall of 2013 and will go through the fall of 2015.

ACTION REQUESTED:

Authorization to commit \$11,820 for match for the MnDOT SRTS non-infrastructure implementation grant and to authorize the chairman and executive director's signatures on the grant agreement.

Enc.

MINNESOTA DEPARTMENT of TRANSPORTATION
2013-2015 Safe Routes to School Program Grant Contract

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation ("STATE") and Upper Minnesota Valley Regional Development Commission ("GRANTEE"), a governmental entity.

Background

The purpose of this Grant Contract is for STATE to disburse Federal Highway Administration (FHWA) funds to GRANTEE from the Safe Routes to School (SRTS) program under Section 1404 of the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU). The administration of section 1404 has been assigned to FHWA's Office of Safety, which works in collaboration with FHWA's Offices of Planning and Environment (Bicycle and Pedestrian Program) and the National Highway Traffic Safety Administration (NHTSA) to guide the program.

GRANTEE applied to STATE for program funds to implement or to plan activities to promote the goals of the SRTS program.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Grant Contract will be effective upon execution by appropriate STATE and GRANTEE officials for work performed under the grant contract during the period from August 1, 2013 or the date the FHWA funds are authorized, whichever occurs later, through June 15, 2015.
- II. **GOVERNING LAW, JURISDICTION, and VENUE.** Minnesota law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Grant Contract. Venue for all legal proceedings arising out of this Grant Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- III. **GRANTEE'S DUTIES.** GRANTEE agrees to:
 - A. perform in a satisfactory and timely manner the work activities defined in its application for funding for the SRTS program, which is attached and incorporated into this grant contract as **Exhibit II Scope of Work**;
 - B. abide by applicable federal grant administration requirements;
 - C. submit to STATE progress and expenditure reports at least quarterly and a final year-end report; and
 - D. complete annual evaluation activities as prescribed by STATE.
- IV. **STATE DUTIES.** STATE will:
 - A. review and approve GRANTEE's application;
 - B. reimburse GRANTEE a sum not to exceed the amount provided in **Exhibit I Financial Assistance**, which is attached and incorporated into this grant contract;
 - C. monitor the progress of the work activities defined in GRANTEE's **Exhibit II Scope of Work**, and
 - D. administer this grant contract in accordance with the provisions in 49 CFR Part 18, the U.S. DOT's regulations that implements the government-wide Common Rule for grants and cooperative agreements to State and local governments and applicable FHWA regulations in 23 CFR, or 49 CFR Part 19, the USDOT regulation that implements the government-wide common rule for grants and cooperative agreements to institutions of higher education, hospitals, and non profit organizations.

- X. INDEMNITY. GRANTEE agrees to indemnify and hold harmless the STATE and FHWA from any and all claims or causes of action arising from the performance of this Grant Contract by GRANTEE or GRANTEE's agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for STATE's failure to fulfill its obligations pursuant to this Grant Contract.
- XI. STATE AUDITS. Under Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract shall be subject to examination by the Minnesota Department of Transportation Auditor, State Auditor, or the Legislative Auditor, for a minimum of six years from the expiration date of this Grant Contract. Allowability of all expenses charged to this Grant Contract must comply with the provisions of Federal Office of Management and Budget Circular Number A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- XII. DATA DISCLOSURE. Under Minnesota Statutes § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- XIII. DATA PRACTICES, OWNERSHIP OF MATERIALS, AND INTELLECTUAL PROPERTY. The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the STATE under this Grant Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this Grant Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or STATE.
- For all GRANTEES that are not a local government, if the GRANTEE receives a request to release the data referred to in this Clause, the GRANTEE must immediately notify STATE. STATE will give GRANTEE instructions concerning the release of the data to the requesting party before the data is released.
- Upon payment in full for the applicable materials, STATE shall own all rights, including all intellectual property rights, in all original materials, in whatever form, developed or created by GRANTEE and its employees, individually or jointly with others, or any subcontractor in the performance of its obligations under this Grant Contract. All materials which have been paid for by STATE shall be remitted to STATE by GRANTEE upon completion, termination, or cancellation of this Grant Contract. GRANTEE or its employees, individually or jointly with others, or any subcontractor, shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of GRANTEE's obligations under this Grant Contract without the prior written consent of STATE's Authorized Agent.
- XIV. AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE. In fulfilling the duties and responsibilities of this Grant Contract, the GRANTEE shall comply with Public Law 101-336, the Americans with Disabilities Act of 1990, 42 United States Code Section 1210 et seq. and regulations promulgated pursuant to it.
- XV. WORKERS' COMPENSATION. GRANTEE agrees to comply with the workers' compensation insurance coverage requirements of Minnesota Statutes, Section 176.181.
- XVI. CANCELLATION. This Grant Contract may be canceled by STATE or GRANTEE at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. In the event STATE cannot or does not obtain funding from the Minnesota Legislature, the federal government, or other funding source, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Grant Contract may be immediately canceled, at STATE'S option, by written notice of cancellation delivered in person, by mail, or facsimile to GRANTEE at the address specified in this Contract. STATE will not be obligated to pay for any services and/or goods performed by GRANTEE after such notice of cancellation.

**Upper Minnesota Valley Regional Development
Commission**

2. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: _____

Date: _____

P.O. No. _____

4. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: Contract Administrator

Date: _____

3. DEPARTMENT of TRANSPORTATION

By: _____
(with delegated authority)

Title: Office or Planning Director, Office of Transit

Date: _____

RESOLUTION

For Safe Routes to School Planning Assistance Grants

WHEREAS, the Upper Minnesota Valley Regional Development Commission (UMVRDC) is the designated regional transportation agency for Region 6W; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program solicits applications to enable school and communities to implement safe routes to school planning activities; and

WHEREAS, the UMVRDC is applying on behalf of the schools and communities in the region to provide a regional Safe Routes to School coordinator; and

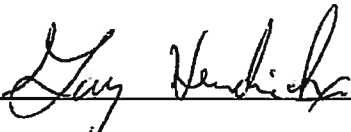
WHEREAS, MnDOT requires the UMVRDC to enter into a contract with the Minnesota Department of Transportation to receive a grant for Safe Routes to School if awarded; and

WHEREAS; the UMVRDC agrees to provide a twenty percent match of \$11, 419 for the Regional Safe Routes to School Coordinator portion of the grant; and

WHEREAS; implementation will commence after July 1, 2013 and continue until project completion;

NOW THEREFORE, BE IT RESOLVED, that the UMVRDC Commission Board of Directors authorizes the Executive Director to enter into an agreement with the Minnesota Department of Transportation to complete Safe Routes to School plans.

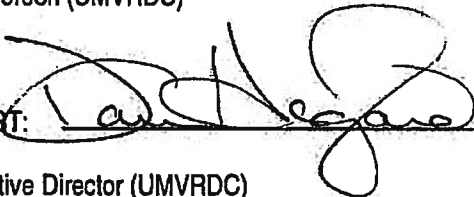
BE IT FURTHER RESOLVED, that the Executive Director and the Board Chairperson are hereby authorized to execute such Agreement.



Chairperson (UMVRDC)

2-26-13

Date

ATTEST: 

Executive Director (UMVRDC)

2/28/13

Date



Upper Minnesota Valley
REGIONAL DEVELOPMENT COMMISSION
Helping Communities Prosper

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

Regional Non-Infrastructure Budget

PRIORITY #1

Regional Safe Routes to School Coordinator

	Hours per community	Number of Communities		Number of Communities		Total Hours	Hourly Rate	Total Dollars	RDC Match	Grant Funds Requested
		Year 1	Year 1	Year 2	Year 2					
Task 1: Help plan one event										
Specific Activities										
Event Planning Meetings (3)	9	5	45	2	18	63	\$65	\$4,095	\$819	\$3,276
Event Development Research	10	5	50	2	20	70	\$65	\$4,550	\$910	\$3,640
Attendance at Event	8	5	40	2	16	56	\$65	\$3,640	\$728	\$2,912
Debrief/Event Outcomes Meeting	3	5	15	2	6	21	\$65	\$1,365	\$273	\$1,092
Total for Task 1: Help plan one event	30	5	150	2	60	210	\$65	\$13,650	\$2,730	\$10,920
Task 2: Help develop one program										
Specific Activities										
Program Planning Meetings (5)	15	5	75	2	30	105	\$65	\$6,825	\$1,365	\$5,460
Program Development Research	10	5	50	2	20	70	\$65	\$4,550	\$910	\$3,640
Status/Check-in Meetings (3)	9	5	45	2	18	63	\$65	\$4,095	\$819	\$3,276
Implementation Research & Resource	10	5	50	2	20	70	\$65	\$4,550	\$910	\$3,640
Debrief/Program Outcomes Meeting	3	5	15	2	6	21	\$65	\$1,365	\$273	\$1,092
Total for Task 2: Help develop one program	47	5	235	2	94	329	\$65	\$21,385	\$4,277	\$17,108
Task 3: General SRTS Activities										
Specific Activities										
SRTS Presentation at 4 School Board Meetings	7	4	28	4	28	56	\$65	\$3,640	\$728	\$2,912
Bike/Walk Presentation at at least 5 City Council/Planning Commission meetings	7	5	35	5	35	70	\$65	\$4,550	\$910	\$3,640
General SRTS marketing, outreach and evaluation for communities in region 6W	104	All	104	All	104	208	\$65	\$13,520	\$2,704	\$10,816
Total for Task 3: General SRTS Activities	118		167		167	334		\$21,710	\$4,342	\$17,368
Sub-Totals:								\$56,745	\$11,349	\$45,396
Mileage Costs:								\$350	\$70	\$280
Totals								\$57,095	\$11,419	\$45,676

Total UMRDC Match for Regional SRTS Coordinator:	\$11,419
Total Grant Amount Requested for SRTS Coordinator:	\$45,676

Communities in year 1: Appleton, Benson, Dawson, Granite Falls & Madison
Communities in year 2: Clarkfield & Montevideo

Total Implementation UMRDC Match	\$11,820
Total Implementation Amount Requested	\$71,000

INFORMATION MEMO

TO: UMRDC Commissioners

FROM: Jacki Anderson, Kristi Fernholz, Arlene Tilbury, Katie Kellner, Jenifer Fadness & Lindsey Knutson

DATE: September 24, 2013

RE: **Planner Update**

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

Hedgehog Grants:

FY14 Hedgehog Funds Available: \$ 20,000

Funds Awarded

No funds awarded yet in FY14

Contracts**Milan Comprehensive Plan update - Kristi**

A draft plan was sent to the Milan City Council at the end of August. The council is reviewed the draft and met with Kristi them in Sept. Copies of the draft are now available for public review until the Council meets again October 1st. At that time a public hearing will be held before the city can adopt their plan.

Swift County Solid Waste Plan - Kristi

A draft Solid Waste Plan has been completed and submitted to the MPCA. All suggested revisions were made and resubmitted.

Program Updates**Meander – Kristi, Jenifer**

A steering committee meeting was held to decide the final budget for the 2013 Meander. The SMAHC grant was submitted for the 2014 Meander. We are working on the advertising, editorial outlets and other event preparations. Our advertising budget is higher again this year, and so we are doing more advertisements esp focusing on the Twin Cities area.

Hazard Mitigation – Kristi, Jacki

Kristi met with the Upper Sioux Community Chief of police and community planner to discuss next steps for the Upper Sioux Hazard Mitigation Plan. She also attended a webinar and has started working on the application process for the USC.

Contracts for the Swift, Big Stone and Yellow Medicine county plans have been signed and executed. Planning work will begin this fall.

Revolving Loan Fund – Dawn

As of June 30, about \$600,000 is available for lending. One request was recommended in July by the advisory committee for \$11,000 and we are actively looking for new loans and referrals. Dawn is the contact for new RLF inquiries over the summer while Jacki is on maternity leave.

Minnesota River Valley National Scenic Byway (MRVSB) - Kristi

A byway meeting was held in Granite Falls in August. Work was done on the Marketing Plan for the byway. The new visitors guide should be delivered to the New Ulm chamber around August 20th.

In Sept, the byway alliance met in Henderson. The interpretive consultant met with the group to share some great new ideas about how to structure the interpretation of the byway. This piece is important to the marketing of the byway.

Prairie Waters Regional Tourism – Jenifer, Kristi

We have the NEW Prairie Waters Visitors Guides and have been distributing them throughout the region, re-stocking the Minnesota Travel Information Centers, and working on multiple large mailings of the guides.

Staff is working on the 2014 draft budget and workplan, as well as writing the 2014 EMT grant. The EMT grant provides matching funds for advertising, and the amount available for 2014 has doubled from last year – it was \$4000, it's now \$8000. The EMT funds go a long way in stretching our marketing dollars.

Jenifer attended the SMTA – Southern Minnesota Tourism Assoc – annual meeting in Austin, MN on Sept. 12. There was a presentation on social media marketing, results from the strategic planning committee, goals for 2014, and a healthy round table discussion on issues that Chambers and Tourism organizations are facing.

Safe Routes to School - Lindsey

Draft plans have been completed for A/M Elementary, Benson School District, MMN Elementary and Bert Raney Elementary. The Stevens Elementary draft plan will be available soon. Lindsey attended public open houses for the SRTS Plans in Appleton, Benson and Granite Falls. Jackie Sigdahl attended the public open house for the SRTS Plan in Madison, as it was on the same day and time as the Appleton open house. Feedback and comments from the open houses will be added to the draft plans this month.

Transportation Alternatives Program (TAP) - Lindsey

Lindsey has participated on MnDOT's Local Program Technical Team to develop recommendations to MnDOT's Program Update Workgroup that makes recommendations to TPIC and then the Commissioner regarding changes to MnDOT's programming in light of MAP-21. The recommendations made for the TAP are to keep the decision making and process at the district level, versus at the central office level—this is the position all RDCs had been advocating for. As the recommendations move up and become policy, Lindsey will keep you informed.

Small City Development Grants (Benson and Ortonville) – Katie

Katie received notification that Benson has been given approval to begin requesting funds.

Canby Zoning Ordinance Update – Lindsey

Lindsey has begun work on Canby's Zoning Ordinance Update. She is working with City Manager, Nick Johnson to pick a template to serve as the model document and research ordinances from other Minnesota cities and cities of similar sizes across the country.

Contracts active in FY14

Swift County Solid Waste Plan

Milan Comp Plan Update

Dawson EDA Grant

Granite Falls EDA Grant

Big Stone HM

Chippewa HM

Yellow Medicine HM

Canby Zoning Ordinance Update

Safe Routes to School Plans 1 (MnDOT)

Safe Routes to School Plans 2 (MnDOT)

SRTS Implementation (MnDOT)

Anticipated Completion

December 2013

December 2013

February 2016

March 2016

April 2016

April 2016

April 2016

August 2014

October 2013

October 2014

October 2015

INFORMATIONAL ONLY- No Action requested

INFORMATION MEMO

TO: UMVRDC Commissioners

FROM: Dawn Hegland

DATE: September 24, 2013

RE: Director's Report

In an effort to update the Commission on my activities, I prepared the following brief summary of actions that I am working on.

- Continued to review applications and post the job opening for a new community development planner. To date we have only received 22 inquiries (including 5 international ones) and only 8 have provided a complete application and required materials. We have been more than disappointed in the number of qualified and complete applications and are meeting every 2 weeks to review applications and discuss next steps. We interviewed 4 candidates and there is one potential out of that group, we are just setting up 2 possible other interviews for early October.
- Kristi, Jenifer, Arlene and I met to review the current Prairie Waters budget and project list for the development of the CY 2014 PW budget.
- Arlene and I met to review and edit the 2014 staff time project allocation.
- Met with RDC executive directors on Aug 19-20 and am planning meeting October 15-16 where we will tour some northern Wisconsin business incubators developed by the RDC in that region.
- Developed community development/transportation and economic development talking points for MADO.
- Attended the U of MN Tourism Center Advisory Committee meeting.
- Had numerous conference calls with members of the RDCs in MN to develop our statewide EDA application- for the Greater Minnesota Development Strategy that will support processes and information in the EDA mandated Comprehensive Economic Development Strategy (CEDS).
- Spent considerable time developing following up with one loan applicant and other lenders organizing the final loan closing documents. Also spent time following up on two existing loans to determine their payment schedule changes.
- Developed two proposals to work with Appleton on a continuing basis to provide community development assistance in 2014 and for a SCDP application. Also worked with a community team to develop an application for the MN Design Team visit for Appleton as an offshoot of the group that has been discussing a Pioneer Public TV and Appleton Library expansion.
- Attended the Aug 24-27 National Association of Regional Development Organizations (NADO) conference and my first board meeting (see attached).

INFORMATIONAL ONLY- No Action requested

NADO Annual Training Conference

August 24 -27, 2013

Hilton San Francisco, Union Square

San Francisco, California

Saturday, August 24th

Executive Directors Learning Lab: Embracing Technology as a Management Tool

This year's Executive Director Learning Lab was conducted by Dale Graver, Director of Business Development for VC3 and Jason Schroeder from Accel Online.

They began with a brief overview of cloud computing and of how it has evolved from the in-house server model. Using the cloud as a management tool does have some specific issues:

- Must have broadband internet
- Initial training may be expensive
- Employees may be resistant
- May require local infrastructure improvement

One of the suites most often used is Google Suite; often referred to as the "Googleverse". This includes Mail, Drive, Calendar, Hangouts (instant messaging). Its advantage is the ability to offer the ability to have multiple simultaneous editors on a single document.

Microsoft offers SkyDrive/Office 365 which offers seamless integration with Microsoft Office 2013.

There was then discussion about setting passwords and how to make sure passwords are difficult to determine. Using available software the instructor felt he could get anybody's word and number based password in less than 30 minutes. In order to be effective a password should have 9 characters including uppercase, lowercase, number and special characters.

The second half of the presentation was on cloud computing needs for local government. Most local government entities cannot be completely cloud based due to restrictions on access to data such as those in the Minnesota Data Practices Act.

The costs for a cloud based system are based on how many 'seats' you have. The advantages to this approach are:

- Only pay for what you need when you need it
- Little to no upfront capital costs
- Scale up/down much more quickly

Sunday, August 25

Effective Evaluations

Given by former RDO Executive Director Steve Etcher, this session reviewed the need for and how to perform Performance Evaluations.

RDO Realities

- Diverse workforce skills
- Not sophisticated organizations with dedicated HR staff
- Limited hierarchy-managers responsible for employee evaluations are busy doing everything else
- Supervisors are not trained to do employee evaluations
- Human capital is a great resource, largest expense and greatest challenge
- Generational variances with leaders, managers, and staff

Realities of the RDO World

1. We are knowledge firms
2. We are public agencies or quasi public agencies
3. Our primary expense-cost of goods is personal
4. More were listed-typed too slow

Problems with Evaluation Methodology

- Supervisory staff are not trained in doing evaluations
- Evaluation criteria is vague, never communicated I writing, not realistic, not results oriented.
- Measures only a single point in time -doesn't consider the entire evaluation period
- Not bilateral in communications
- Measures the wrong criteria
- Stockpiling comments and suggestions until the review should be avoided

Standards

- Qualitative measures-attendance, quality of work, cleanliness of work
- Quantitative-just numbers based
- Mixed-most common way now

Smart Goals for Employee Evaluations

Gets good buy in from the employee and the supervisor

See how the public and private evaluate our office, our employees, etc.

Examples

- 3 days return contact for delinquent loan payments
- Enroll # of participants into
- Perform 85% of ...
- Within 24 hours.....

Qualitative Measures Used in Evaluations

Employees and supervisors score the individual

- | | |
|------------------------------|--|
| 1.Attendance | 9.Initiative/ Self motivation |
| 2.Attitude | 10.Flexibility in the work environment |
| 3.Quality of work | 11.Communications skills |
| 4.Cooperation/ Teamwork | 12.Demonstrate ability to make good judgments |
| 5.Neatness of work | 13.Demonstrates the ability to follow instructions |
| 6.Dependability | |
| 7.Job Knowledge | |
| 8.Job Productivity/ diligent | |

How to do an Effective Employee Evaluations

- Define expectations up front and in writing
- Make goals measurable and observable
- Discuss goals with employees
- Obtain employees agreement and signature
- When doing the evaluation begin by explaining the purpose and procedure in doing evaluations
- Help them feel comfortable, ease their tension about the process
- Think about the environment where you are performing the evaluation
- Avoid vague, subjective terms
- Listen but don't let them control the conversation
- Give them feedback while listening
- Let them know you are listening
- Remember to point out the positive elements
- Evaluate the performance for the entire evaluation period.
- Ensure written comments are factual, detailed and constructive
- Avoid subjective terms
- Avoid vague terms
- End the evaluation positive and motivational
- Motivate them to do more
- Have them support you as the leader of the organization

How to Equip Supervisory Staff to do Employee Evaluations

- Training in assertiveness
- Training in dealing with conflict
- Learn to diffuse tension
- Learn to turn conflict into opportunity for a healthy dialogue
- Learn techniques for confronting poor performance
- Diversity/ non-bias training
- Learn to listen!
- Learn to properly deliver evaluations

Aligning Compensation with Results

Steve separates reviews and salary discussions (July / January)

-can't do both well at the same time

-budget preparation concerns

-against public employees receiving a bonus

-hard to explain to the public

-could look bad in the newspaper

-believes is taboo and hard to justify

-You are the Executive Director-you are responsible for hiring, firing, owning the budget and salary increases

-The Board is there is help make recommendations and approval but should not be dictating salaries for staff

Final FY 2013 Board of Directors Meeting

Matt Erskine, EDA

- How can small rural cities compete for EDA grants?
- The fall will be a crazy session.
- New CEDS guidelines

Legislative Session Update from Susan Howard, NADO Legislative Director

Sequestration updates, Continuing Resolutions, President's budget, current extension ends September 30th

- Real budget driver is health care spending, Entitlement programs (Medicare, Medicaid)
- EDA Funding Cuts
- Transportation / HUD
- Farm Bill
- Workforce Investment Act Authorization
- MAP-21 Reauthorization in 2014

New NADO Pro Newsletter was distributed

Laurie Thompson, NADO Research Foundation Programs Overview

- 4 FTEs, 1 PTE, 3 graduate fellow positions
- 25 grants and contracts
- NADO is applying to Chicago office for EDA to work on poor performing EDDs

Brian Kelsey, Director of Economic Development -NADO

EDA has shared a new draft CEDS guidance, they are looking for data driven concise document (30 pages). This draft guidance will have a national NADO committee reviewing it. All EDDs should review and get comments to committee members by December.

CEDS information that the Board was given-says not for distribution; however, ok to share with EDDs

Joe McKinney, NADO Executive Director

September 18-19th -hosting a national rural forum in Washington DC -Tim Penny and Cheryl Hills are attending from MN, USDA chose NADO to partner with the forum

Monday, August 26th

Opening Plenary Session: Regional Resiliency in Action

This session was something new for NADO, an attempt to showcase innovation award winners in brief, 5 minute segments. The highlight of the presentations was a video by the Memphis Area Association of Governments called “Day Trippin” which featured local elected officials inviting people to their counties to enjoy a ‘day trip’ from Memphis.

Another presentation was on the preservation of historic buildings in St. Joseph, Missouri, through a program called ‘Better Block St. Joe’ presented by the Mo-Kan Regional Council. All told there were twelve presentations on various programs and projects being developed by agencies across the nation.

Luncheon: The Invaluable Role of Rural Regions in State and National Economic Development

The Honorable Matt Erskine, Acting Assistant Secretary of Commerce for Economic Development, U.S. Economic Development Administration, gave the initial keynote. He addressed the vision and future of EDA programs, stressing the importance of American manufacturing jobs and growing exports from those jobs. He also spoke of the importance of the Economic Development Districts and how their ability to see beyond local boundaries and use long term regional approaches has impacted rural areas.

Dr. Glenda Humiston, the California State Director for USDA Rural Development then spoke about the impacts of USDA Rural Development in rural California. California is a large agricultural state where the availability of water is the key to production as a large portion of the state is a desert. Dr. Humiston stated that she believed it was her job to carry the importance of agriculture and rural areas to the administration.

Tuesday, August 27th

Plenary Session: Regional Development Organizations (RDOs): How relevant are we in 2013?

This was a panel discussion where Directors from different areas described what is happening in their states.

Peter Gregory from Vermont began the discussion. The State of Vermont conducted a program review of budgets in 2010 to look at everybody the state gave funding to, including the RDOs. The RDOs, recognizing that they didn't have enough information on their own productivity to respond effectively, commissioned NADO to do a research study. What they found didn't really surprise anyone; the RDOs were not known for consistency in program delivery but were known for expertise in some specific areas such as transportation planning. The RDOs cemented this relationship with the state during the response to Hurricane Irene, acting as the key deliverer of local transportation planning to repair and replace infrastructure that had been heavily damaged by the storm. They were able to put the federal programs together -people then saw more relevance to the RDOs.

Sean Dey from Michigan described the efforts of Michigan's Governor to streamline and consolidate delivery of services. To this end the Governor has proposed new regions which would encompass the services provided by Metropolitan Planning Organizations (MPOs), Regional Development Commissions, Workforce Councils and other service delivery systems. Since most of these systems have been set up and their boundaries defined by federal agencies, the Governor is applying for what he calls 'waivers' from federal regulations to allow him to re-write the regions that agencies provide services in. Sean stated that while a consolidation of services is perhaps needed, he is wary of the way the Governor approached the effort. The Governor did not seek input from any of the local jurisdictions who would actually be responsible for delivering the services, nor did he consult with any local elected officials. Sean suspects that this 'top down' approach will result in opposition to even good ideas by locals who feel they were excluded from the process.

Kevin Byrd from Virginia spoke about his efforts to make his own agency more relevant locally and at the state level. His key question was, "Are you at the table for the regional issues being discussed?" RDOs do not always need to be the thought leaders, but they need to be at the table when the discussions of regional impact are occurring. This relates to Sean's point about local opposition which may have been relatively easy to overcome with some inclusion in the process at the beginning, but may well prove an insurmountable obstacle when presented as a *fait accompli*.

Case Studies in Downtown Revitalization

Greenville

"Let's Paint the Town" initiative

- Ran full page ads in local newspapers stating, "City of Greenville Seeks Your Support"
- Painted and did façade restoration
- Restored hand painted signs
- Invited business owners to a meeting to discuss what could be done in the downtown area
- Commission provided volunteer labor
- Businesses had to purchase the paint
- 50/50 program to update the awnings

Saturdays in the Square

- All businesses around the square stay open
- 7-8 week period where they have live music in the downtown area
- They do "Bike Nights"
- Through transportation funding-they made numerous improvements
- Curb cutaways
- Brick paved sidewalks
- Handicapped accessible improvements
- Sign when leaving the downtown area, "Hurry Back to Greenville, We miss you already"
- Burying electrical lines got to be really expensive, so moved some behind buildings
- About 3 blocks-\$200,000 to bury lines
- Passed a restaurant tax

Jason Vincent, Pennyville Area Development District, Hopkinsville, Kentucky, Jason.vincent@ky.gov

Chris Brown, Hopkins County Judge, Ark-Tex COG

- Primary financing was TIF district, Did a lot of work because of brownfields grants
- City is on the hook for the bond
- Already have seen \$2 million into downtown, a lot of private investment.
- Art Gallery was added to downtown
- Popcorn shop
- Pulled a winery from a neighboring town-added a location-now an anchor business
- Added grease traps so restaurants could then purchase in to use it.
- Added brick streets, concrete below so won't bow
- Beautification projects, added trees, green space
- One way streets are business killers
- Got rid of lead based paint, abatement
- Adopted International Business Code
- ADA requirements
- Have a farmers market now in downtown
- Added Saturday night -as everyone has a Saturday morning one
- Cooking brisket, selling beads, etc.
- Added a fountain to the downtown
- However people then come in their swimsuits (Think about unintended consequences!)
- Added Veterans Memorial
- Added downtown lighting
- Have one-way glass bathrooms (huge attraction!)
- free standing , glass structures

- big chess board by the bathroom to play with
- Starting a new city hall
- Buried electrical lines
- Things started to snowball-once projects got moving. Once a few big players got involved-others got involved.
- Put things into the plan that you are willing to take out -to help negotiate showed that they were listening

Linda Grjalva, Director of Community Development, Central Savannah River Area River Area Regional Commission lgrijalva@csrarc.ga.gov

Jenkins County, Georgia

Didn't know better than to run from the EPA for funding☺

Was told her job was to go and find money so she wrote a grant for a 2010 EPA Clean-Up Grant

- Nothing was signed, it was done on a handshake
- Had terribly high unemployment-so bad Dateline came down to do a story on the county
- Applied for a \$200,000 clean up grant
- Attended every community meeting, every lawyer meeting, every homeowner meeting
- Did a community visioning session
- People came to take photos of the ugly building
- Scenic By-Way Grant \$677,000 to put a brand new building on the site-should be done in June. Planning for a restaurant and interpretive center
- POW site was found
- All space for parking was donated by local businesses
- Had over 10 community meetings just on that site
- City was really leery of using EPA money
- When they give you money, you show up to all meetings!
- Trying to get HUD money but don't really qualify for it right now.

INFORMATION MEMO

TO: UMRDC Commissioners

FROM: Lindsey Knutson, Planner

DATE: September 24, 2013

RE: Transportation Programming Update due to MAP-21 Changes

The new (as of October, 2012) federal transportation bill, Moving Ahead for Progress in the 21st Century, or MAP-21, has had some significant changes for the way states deliver their Statewide Transportation Improvement Programs (STIPs).

The new bill authorizes the same amount of funds as the previous bill, but it consolidated and combined programs, included new performance measures that must be met, or states will be faced with financial penalties and changed funding amounts within transportation programs.

MnDOT and the Area Transportation Partnerships (ATPs) have had to act quickly to make this past year's STIP (FY 2017) align with the new regulations and programs. This required some shuffling of projects and pushing some out to STIP FY 2018; however MnDOT was able to keep most of their programmed commitments with some flexibility of dollars from the previous transportation bill.

Now, for STIP FY 2018, MnDOT is stepping back to gather more stakeholder involvement into the changes that must be made to align Minnesota's transportation program with MAP-21. As part of that process, they have created a Local Program Technical Team (LPTT), which I and all of the RDC transportation planners have participated in. I have attached the recommendations concerning all transportation program changes due to MAP-21.

However, one of the main areas that affects the RDCs and our local units of government is the new Transportation Alternatives Program. This is a new program that has combined several old programs such as the Safe Routes to School, Scenic Byways, Recreational Trails, Historic Bridge and Transportation Enhancement Programs. Now each of these programs will compete against one another, with less overall funding than before.

Additionally, under the old transportation bill, as separate programs, some of the programs were administered by the state or MnDOT Central Office, such as Safe Routes to School and Scenic Byway and others, such as Transportation Enhancements, were administered regionally by the ATPs.

Through MnDOT's process of stepping back and getting more input from transportation stakeholders, they've discovered that things will have to change for the Transportation Alternatives Program to move forward and that there are positives and negatives for both a statewide and regional program. Through their public engagement process however, the recommendation from the Local Program Technical Team as well as the MnDOT Program Technical Team, is to have the new Transportation Alternatives Program handled at the regional ATP level. This option offered the greatest opportunity for local input into the project selection phase. And this is what the RDCs overwhelmingly advocated for.

That recommendation now has to go to MnDOT's Program Update Work Group who met on August 22nd, then their recommendation goes to TPIC and then to the Commissioner before the decision is final.

Assuming the current recommendation to have the Transportation Alternatives Program handled at the regional or ATP level holds, some of the additional \$25,000 that the RDCs recently received for our annual planning contract will be used for us to develop and help facilitate the Transportation Alternatives Program application and review process.

We are currently reviewing a sample Transportation Alternatives Program application developed by MnDOT's Central Office. I would like to get your feedback on what they have sent to us and your thoughts on the process moving forward. Attached is the sample Transportation Alternatives Application that MnDOT sent to us. I've included the copy that I've already made comments on so you can see those as well.

We will be meeting with MnDOT, the LPTT and the ATPs throughout the month of September to work through the new Transportation Alternatives Program process.

INFORMATION ONLY – NO ACTION REQUESTED.

INFORMATION MEMO

TO: UMRDC Commissioners
FROM: Kristi Fernholz and Lindsey Knutson
DATE: September 24, 2013
RE: Economic Development Strategic Planning Training Update

Kristi and Lindsey attended an Economic Development Strategic Planning workshop in Madison, Wisconsin. This professional development training is offered through the International Economic Development Council and was held in Madison, Wisconsin.

This course promised interactive networking with Economic Developers throughout the United States. It focused on consensus building techniques and ways to create a unified vision for the future. Participants also learned quantitative data analysis techniques to better understand our communities including sift share, input-output and cluster analyses.

Course highlights included:

- Stakeholder analysis, structure participation and planning fundamentals
- Consensus building, group facilitation and conflict
- Defining geography, competitive advantage and SWOT
- Determining vision, mission, goals and objectives
- Demand-side strategies and supply-side strategies
- Identifying projects, strategy formation and implementation
- Setting realistic benchmarks and measuring success
- Exploring the use of dashboard indicators.

While the course did hit on many of these factors, some of the most interesting learning came from the discussion of the material. Good questions were asked that challenged some of the typical methods. For instance, perhaps it is better to let the vision be created throughout the planning process and refined at the end instead of at the beginning and to let the opportunities and challenges drive the vision. This depends on the community, but it also lets the vision become the agent of change and something the community will commit to becoming.

Lindsey and Kristi plan on sharing this information with other planners at a meeting in early October and develop a strategic planning model that can be offered to communities throughout the region who may not need or want to go through a full Comprehensive Planning experience.

INFORMATIONAL ONLY- No Action requested

ACTION MEMO

TO: Upper MN Valley RDC Commissioners
FROM: Dawn Hegland, Executive Director & Jacki Anderson, Senior Planner
DATE: September 24, 2013
RE: Loan Advisory Board Recommendations

Below are the Loan Advisory Board recommendations from the September 9th, RLF meeting.

LOAN ADVISORY BOARD RECOMMENDATIONS:

Sewearables Loan Modification – Approve the follow restructure to aid the business in implementing their revised business plan: defer all payments (no principal or interest) for September, October and November and refinance the remaining balance (approx. \$22,744.21) over 72 months at 4.5% interest and resume full principal and interest payments on December 1st, 2013 contingent on the same action being taken by all lenders. A balloon payment would be due November 1st, 2019.

ACTION REQUESTED: Approve deferred payments for September, October and November resuming full payments on December 1st while refinancing the loan at 4.5% over 72 months.

C&L Powdercoat Loan Modification – Authorize the first payment for C&L Powdercoat's second loan to begin on November 1st. The first payment was set to being September 1st but due to some setbacks related to construction the Borning's have requested the first payment start later to catch up on expenses from their business expansion.

ACTION REQUESTED: Approve the first payment for C&L Powdercoat's second loan to begin on November 1st.

DISCUSSION MEMO

TO: Upper MN Valley RDC Commissioners

FROM: Dawn Hegland, Executive Director

DATE: September 24, 2013

RE: Bus Tour Recap

This year our total cost for the bus tour was \$1086.26, which included the bus rental, lunch and dinner. We had 15 board members and 7 staff that attended all or part of the tour. We looked at a variety of projects the RDC has been involved with in Ortonville & Madison.

DISCUSSION REQUESTED:

Feedback on the July 2013 annual bus tour.