

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 15, 2016

11:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

| <u>Time</u> | <u>Reference</u> | <u>Item</u> |
|-------------|------------------|--|
| 11:00 a.m. | | Call to Order and Roll Call |
| 11:01 a.m. | | Approve Agenda |
| 11:03 a.m. | | Consent Agenda |
| | 1-3 | (1) Minutes from the November 1, 2016 Regular Meeting |
| | 4 | (2) Minutes from the November 1, 2016 Closed Session |
| | 5-6 | (3) Consider approving the appointment of Stephanie Heinzig and Terri Barrett to the RDA Board |
| | 7-9 | (4) Consider approving |
| 11:04 a.m. | | Consider Approval of Commissioner warrants and review Auditor warrants reviewed |
| 11:05 a.m. | | Commissioner and Board reports |
| 11:25 a.m. | | County Administrator report |
| 11:25 a.m. | | Citizens Comments |
| 11:25 a.m. | 10-16 | Michael Johnson, Parks and Drainage Director Consider appointing engineer to do a hydraulic pipe study on CD #52 |
| 11:35 a.m. | | Other Business |
| | 17 | Consider allowing the parking spot at the end of the sidewalk that runs south from the LEC to the street to be painted as a no parking spot to facilitate snow removal and access to the sidewalk. |
| | 18 | Discussion regarding follow-up on the County Strategic Plan and potential plan refresh. |
| 12:00 p.m. | | Adjournment |

SWIFT COUNTY BOARD MINUTES

November 1, 2016

Chairman Peter Peterson called the meeting to order at 9:00 AM with all members present. Also present were Interim County Administrator Jan Fransen, County Attorney Danielle Olson, County Auditor Kim Saterbak, Community Social Services Agency Director Catie Lee, Sheriff John Holtz, Parks Drainage and Wetland Supervisor Mike Johnson, and Amanda Ness.

Chairman P. Peterson asked if there were any additions to the agenda. Commissioner Rudningen requested a discussion and possible action on Extension support staff. Commissioner Hendrickx requested a closed session to discuss real estate negotiations and further requested a discussion regarding a resolution of support for a trail grant.

11-01-16-01 Commissioner Rudningen moved and Commissioner Fox seconded to approve the agenda with the changes noted. Motion carried unanimously.

11-01-16-02 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Consent Agenda items: (1) Minutes from the October 18, 2016 Regular Meeting, (2) Minutes from the October 18, 2016 Closed Session, (3) Approval of Health Insurance Premiums, County Contributions, and COBRA Rates Effective January 1, 2017, (4) Approval to quit claim the house at 212 15th Street North, Benson to the HRA, (5) Approval to reallocate budget amounts within the Land Records department, (6) Approval of the Countryside Public Health Annual Contract, (7) Approval of changes to the Minnesota Counties Computer Cooperative (MnCCC) Bylaws and Amended and Restated Joint Powers Agreement, and (8) Approval of Geo-Comm Agreement for Maintenance Services and Software Support Services. Motion carried unanimously.

11-01-16-03 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$72,179.05; Solid Waste: \$17,245.92; Road and Bridge: \$17,890.63 which includes the following bills over \$2,000: Anoka County Human Services, \$2,375.00; Ascheman Oil, \$2,067.19; Dooley Petroleum, Inc., \$2,025.90; Geyer Recycling, \$5,691.67; Kris Engineering, \$2,079.50; Life Insurance Co of North America, \$3,661.74; Minnesota Life, \$2,043.08; Molden Concrete Construction, \$3,278.00; Overholser Properties LLC, \$3,250.00; Riley Brothers Companies, \$4,149.01; River City Data, \$22,108.72; The Schneider Corporation, \$5,523.80; SeaChange Printing & Marketing Services, \$4,406.40; Soil Conservation Office, \$2,431.07; Waste Management Of Northern Minnesota, \$10,711.93; Waters & Company, \$12,300.00; and Yellow Medicine County Jail, \$3,779.48. Motion carried unanimously.

Director Lee requested approval of the Civil Rights Assurance Agreement for the SNAP Program.

11-01-16-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agreement. Motion carried unanimously.

Environmental Services Director Scott Collins requested approval of the Waste Management Industrial Waste Services and Disposal Agreement for November 1, 2016 to October 31, 2021.

11-01-16-05 Commissioner Fox moved and Commissioner Rudningen seconded to approve the agreement. Motion carried unanimously.

Land Records Director Mary Amundson and Auditor Saterbak requested approval of a commitment of \$37,850 to the Technology Fund.

11-01-16-06 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the commitment of funds. Motion carried unanimously.

Highway Engineer Andy Sander and Assistant Engineer Paul Petrick presented and requested approval of the Five Year Highway Construction Plan for 2017-2021.

Chairman Pete Peterson opened the Public Hearing for comments.

Sheriff Holtz requested clarification on the CR 6 Concrete Overlay in 2017.

11-01-16-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to close the public hearing. Motion carried unanimously.

11-01-16-08 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the Five Year Plan. Motion carried unanimously.

Engineer Sander and Assistant Engineer Petrick further requested approval of an amendment to the Trail Agreement along CR 51 between Marsh Lake and the City of Appleton.

11-01-16-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the amendment to the agreement. Motion carried unanimously.

Commissioner Hendrickx requested further discussion on the DNR's Trail Project Grant and a resolution of support of the grant.

11-01-16-10 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the resolution of support. Motion carried unanimously.

Engineer Sander and Assistant Engineer Petrick discussed the MnDOT TH 29 project past the Courthouse.

11-01-16-11 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve allowing MnDOT to repair portions of the sidewalk around the Courthouse. Motion carried unanimously.

Board recessed at 10:03 AM for a break.

Board reconvened at 10:11 AM.

Board and Committee Reports were given as follows: Commissioner Fox reported on Chippewa River Watershed, SCBH, and SPCC. Commissioner Edward Pederson reported on the Historical Society. Commissioner Rudningen reported on the Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on Prairie Waters, SPCC, and AMC District 10 Meeting. Chairman Peter Peterson reported on HRA and Prairie Five.

Administrator Fransen updated the board on Wold discussions, labor negotiations, personnel report, her schedule, AMC District 6 Meeting, Legislative Roundtable, and AMC Annual Conference.

Administrator Fransen requested corrections to the AMC delegate appointments by adding CSSA Director Catie Lee, Highway Engineer Andy Sander, and County Administrator Jan Fransen.

11-01-16-12 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the additions. Motion carried unanimously.

Administrator Fransen further requested approval of the appointment of Pat Langan to the SCBH Board of Directors to fill the vacancy created by the resignation of Mike Pogge-Weaver.

11-01-16-13 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the appointment. Motion carried unanimously.

Administrator Fransen further requested approval of a 2017-2019 Labor Agreement between Law Enforcement Labor Services Local No. 10 and Swift County.

11-01-16-14 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agreement. Motion carried unanimously.

Commissioner Rudningen requested discussion regarding the upcoming position opening in the Extension Office and recommended updating the job description.

11-01-16-15 Commissioner Rudningen moved and Commissioner Fox seconded to approve advertising for and filling the Extension Support Staff position. Motion carried unanimously.

11-01-16-16 Commissioner Rudningen moved and Commissioner E. Pederson seconded to move to closed session to discuss certain issues for government property purchases on property located at 2168 Hwy 59 SW, Appleton, MN. 56208, Parcel Numbers 01-0060-000, 01-0056-000, and 01-0091-050. (§13D.05, subs. 3)

Returned to open session 11:24 AM.

11-01-16-17 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 11:27 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
November 1, 2016

Date convened: Tuesday, November 1, 2016

Time Convened: 10:56 AM

Time adjourned: 11:24 AM

Members Present: Commissioners Fox, Hendrickx, Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Jan Fransen, County Attorney Danielle Olson, Parks Drainage & Wetlands Supervisor Mike Johnson, County Auditor Kim Saterbak and Amanda Ness

Purpose: To discuss certain issues for government property purchases on property located at 2168 Hwy 59 SW, Appleton, MN 56208, Parcel Numbers 01-0060-000, 01-0056-000, and 01-0091-050. (§13D.05, subd. 3)

Chairman Peter Peterson called the executive session to order at 10:58 AM with all members present as well as County Administrator Jan Fransen, County Attorney Danielle Olson, Parks Drainage & Wetlands Supervisor Mike Johnson, County Auditor Kim Saterbak and Amanda Ness. The Board discussed the possible purchase of property.

The board took no actions at the meeting.

11-01-16-1-ExS Commissioner Hendrickx moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 11:24 AM

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
11/15/16

Commissioner's Report

Department Information

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|--------------------------------|------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: RDA | REQUESTOR: Jennifer Frost | REQUESTOR PHONE: 320-842-4769 |
|--------------------------------|------------------------------|----------------------------------|

Agenda Item Details

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|---|--|
| BRIEF DESCRIPTION OF YOUR REQUEST: Appoint Stephanie Heinzig, District 3 and Terri Barrett, District 5 to the RDA Board effective immediately. | |
| AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: Click here to enter text. |
| BACKGROUND/JUSTIFICATION: Swift County RDA is a 9 member board made of Swift County residents with an interest in economic and community development from around the County. No more than three members can be from any one district, and terms are staggered. Staggered terms usually means the RDA replaces no more than three members in any given year. Due to a member moving out of the county and another resigning early the RDA will be bringing on at least four new members and requests immediate action on these two applicants to ensure the RDA can meet quorum at the remainder of 2016's meetings. Attached are applications and make-up of the RDA Board should these applicants be appointed. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Applications reviewed by RDA Director | |

Budget Information

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|-------------|
| FUNDING: NA |
|-------------|

Review/Recommendation

| | |
|---|---|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Click here to enter text. | RECOMMENDATIONS: Click here to enter text. |
| COMMENTS: Click here to enter text. | COMMENTS: |

Board Action

| | |
|--|------|
| Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen | |
| Action | Vote |

Swift County Rural Development Authority Board of Directors

| Name | Address | Position | Term Expires | District |
|--------------------------|---|------------------|-----------------------|----------|
| Brady Olson | 712 10 th St. S Benson, MN 56215 320-843-3828 Brady.olson@sbdanvers.com | Member | Dec. 2018 (1) | 3 |
| Amanda Ness | 201 Grace Ave Clontarf MN 56226 320-808-3983 Amanda.ness@co.swift.mn.us | Secretary | Dec. 2017 (2) | 4 |
| Richard Molenaar | 640 Hwy 104 NE Sunburg, MN 56289 612-202-6894 Richard.molenaar@climate.com | Member | Dec. 2018 (1) | 5 |
| Terry Yokom | PO Box 258 Kerkhoven MN 56252 320- 264-2161 tyokom@financialsecuritybank.com | President | Dec. 2016 (2) | 5 |
| Jon Panzer | 37 E Sorenson Ave Appleton, MN 56208 320-760-8328 jpanzer@pioneer.org | Member | Dec. 2016 (1) | 1 |
| Ed Pederson | Benson MN 56215 | Member | Dec.2018 (1) | 2 |
| <i>Terri Barrett</i> | <i>1445 70th St NE Murdock, MN 56271 320-295-6536 tbarrett@financialsecuritybank.com</i> | <i>Member</i> | <i>Dec2017(1)*</i> | 5 |
| <i>Stephanie Heinzig</i> | <i>608 13th St S Benson MN 56215 320-314-2092 stephaniceheinzig@gmail.com</i> | <i>Member</i> | <i>Dec. 2016 (1)*</i> | 3 |

Vacancy - 2017 Open district

*indicates mid-term replacement



Request for Board Action

BOARD MEETING DATE:
November 15, 2016

Commissioner's Report

Department Information

| | | |
|---|----------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Sheriff's Office | REQUESTOR: Sheriff John Holtz | REQUESTOR PHONE: 320-843-3133 |
|---|----------------------------------|----------------------------------|

Agenda Item Details

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|--|--|
| BRIEF DESCRIPTION OF YOUR REQUEST: Approval for 3 year maintenance contract with Net Motion | |
| AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text. | ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text. |
| IS THIS MANDATED? Click here to enter text. | EXPLANATION OF MANDATE: Click here to enter text. |
| BACKGROUND/JUSTIFICATION: Net Motion is used for connectivity with the Records system in the office to all the squad computers we use throughout all Law Enforcement in Swift County. I am requesting the three year contract to save some money. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text. | |

Budget Information

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|-------------------------------|
| FUNDING: From the 911 account |
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Review/Recommendation

| | |
|---|---|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Interim Jan Fransen |
| RECOMMENDATIONS: Click here to enter text. | RECOMMENDATIONS: Click here to enter text. |
| COMMENTS: Click here to enter text. | COMMENTS: |

Board Action

| | |
|--|------|
| Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen | |
| Action | Vote |



10/25/2016 1:40 PM

Quote #: Q-110418-1
Territory: North Central
Account ID: 00100000006k7Oc

Ship To:

John Holtz
Swift County Sheriff's Office
30114 N Law Enforcement Ctr - Ste 4
Benson, MN 56215
(320) 843-3133
john.holtz@co.swift.mn.us

Dear John,

Enclosed is the pricing information for the renewal of your software maintenance contract. The price quotation below outlines the beginning and end dates of your next maintenance contract and details the software and licenses that are included under the contract renewal. This quote is valid until 2/9/2017.

1-Year Premium Maintenance

Maintenance Covers: Mobility with 25 Devices
Maintenance effective from 2/10/2017 to 2/9/2018

| Product Description | SKU | Quantity | Extended Price |
|---------------------------------------|----------|----------|----------------|
| NM Mobility Premium Maintenance (25%) | 11NMXP25 | 1 | \$1,250.00 |

2-Year Premium Maintenance

Maintenance Covers: Mobility with 25 Devices
Maintenance effective from 2/10/2017 to 2/9/2019

| Product Description | SKU | Quantity | Extended Price |
|---------------------------------------|----------|----------|----------------|
| NM Mobility Premium Maintenance (22%) | 11NMXP22 | 1 | \$2,200.00 |

3-Year Premium Maintenance

Maintenance Covers: Mobility with 25 Devices
Maintenance effective from 2/10/2017 to 2/9/2020

| Product Description | SKU | Quantity | Extended Price |
|---------------------------------------|----------|----------|----------------|
| NM Mobility Premium Maintenance (20%) | 11NMXP20 | 1 | \$3,000.00 |

Remaining current on NetMotion Wireless software maintenance provides you and your organization a number of benefits:

- 24x7 technical support
- Major version upgrades
- Tech notes and web based support
- Cumulative quantity discounts on additional device licenses
- Patch and point releases at no additional charge
- Guaranteed response times

By renewing your maintenance agreement, you retain email (support@netmotionwireless.com) and phone (North American Toll Free: (888) 723-2662 access to the NetMotion Wireless technical support team. Our technical support team is staffed by highly qualified networking experts who are full time employees of the company (not outsourced), and are located in two US based support centers - Seattle, Washington and Bethlehem, PA.



Request for Board Action

BOARD MEETING DATE:
November 15, 2016

Commissioner's Report

Department Information

| | | |
|---|-------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Swift County Parks | REQUESTOR: Michael Johnson | REQUESTOR PHONE: 320-843-5341 |
|---|-------------------------------|----------------------------------|

Agenda Item Details

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|---|--|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing engineer to do a hydraulic pipe study on CD #52 | |
| AGENDA YOU ARE REQUESTING TIME ON: Regular | ARE YOU SEEKING APPROVAL OF A CONTRACT? yes |
| IS THIS MANDATED? Yes | EXPLANATION OF MANDATE: 103E-701 Repair of bridges and culverts |
| BACKGROUND/JUSTIFICATION: Landowners question the hydraulic capacity of current pipes. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No | |

Budget Information

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|-----------------------------|
| FUNDING: CD #52 Repair Fund |
|-----------------------------|

Review/Recommendation

| | |
|---|---|
| COUNTY ATTORNEY: | COUNTY ADMINISTRATOR: |
| RECOMMENDATIONS: Click here to enter text. | RECOMMENDATIONS: Click here to enter text. |
| COMMENTS: Click here to enter text. | COMMENTS: Click here to enter text. |

Board Action

| | |
|--|------|
| Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen | |
| Action | Vote |



**BOLTON
& MENK**

Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

November 8, 2016

Mike Johnson, Supervisor
Swift County Parks, Drainage & Wetlands
Highway Department Building
1000 15th Street S
Benson, Minnesota 56215

RE: Proposal for Culvert Hydraulics Study;

Dear Mike:

Bolton & Menk, Inc. is pleased to present this proposal for professional services for a hydraulic study of two culvert crossing on County Ditch 52.

The following describes our understanding of the project and the associated scope and fees to complete the hydraulic study and culvert sizing.

We appreciate your consideration for this project. If you have any questions, please contact me at your convenience by phone at 651-704-9970 or email at brentjo@bolton-menk.com

Sincerely,

Bolton & Menk, Inc.

Brent H. Johnson, P.E.
Senior Water Resources Engineer

Enclosures: Scope of Services
Terms of Proposal

DESCRIPTION OF THE PROPOSED STUDY

Swift County Ditch 52 drains lands within Cashel Township to Lateral A of Judicial Ditch 18. A hydraulic study of two culvert crossings near the outlet of Ditch 52 is desired.

The 1st crossing site to be studied is located on County Road 6 near the southeast corner of Section 16, Cashel Township, T120N, R39W. County Road 6 will be repaved soon, and any necessary culvert replacement would best be done prior to the road improvements.

The 2nd crossing site to be studied is a field crossing located about 1900 feet downstream from County Road 6 and 700 feet upstream from Lateral A of Judicial Ditch 18. This crossing site is located within the northeast quarter of Section 21, Cashel Township, T120N, R39W.

County Ditch 52 extends downstream from Station 138+66 at County Road 6 to Station 113+00 at lateral A of Judicial Ditch 18. Hydraulic analyses shall be prepared for the existing crossings at Station 138+66 and Station 120+00.

SCOPE OF WORK

Task 1: Data Collection

Bolton & Menk will receive available drainage system records from Swift County including plan, profile, and cross sections of the ditch in the vicinity of the study area crossing sites. Data will be either hardcopy, PDFs or digital CAD/ GIS layers as available.

Existing drawings and record plans will be used in the analyses and supplemented with LiDAR topographic data if necessary. Field surveys are not included in this proposal.

Task 2: Hydrology and Hydraulic Analyses

Hydrology tasks will include the determination of peak flowrates at each crossing site for the standard design events such as the 10-year, 25-year, and 50-year recurrence interval events. Hydraulics tasks will include the preparation of a HEC-RAS hydraulic model of the 1/2 mile reach of County Ditch 52 extending from County Road 6 downstream to Lateral A of Judicial Ditch 18. Hydraulic modeling will include the existing culvert crossings and channel cross sections with adequate detail to analyze the sizes of existing and proposed culverts. Hydraulic summaries at each crossing site will include headwater elevation, tailwater depth, stage increase, and velocity for the standard crossing design events listed above. Culvert sizing recommendations will be provided if the existing crossings appear undersized. A short technical memo describing the data, existing and proposed conditions, methods, results and recommendations will be provided to Swift County.

Task 3: Project Administration

This task includes project communications, management and administration to keep the project on schedule and within budget. Work will also include providing monthly invoices and progress reports to the County.

Please note that no meetings are expected or included in this proposal.

FEES

Bolton & Menk will provide the services to complete the tasks outlined above on an hourly not-to-exceed basis in accordance with our hourly rate schedule.

| Task No. | Description | Total Cost |
|----------------------------|------------------------|-------------------|
| 1 | Data Collection | \$150.00 |
| 2 | Hydrology & Hydraulics | \$2,400.00 |
| 3 | Project Administration | \$450.00 |
| Total Estimated Fee | | \$3,000.00 |

SCHEDULE

Bolton & Menk will complete the project tasks within four weeks of notice to proceed.

TERMS OF PROPOSAL

This proposal is subject to the attached Terms of Proposal.

We appreciate the opportunity to provide this proposal. Please feel free to contact me with any questions or comments regarding the services proposed herein.

Sincerely,

Bolton & Menk, Inc.

Brent H. Johnson, P.E.
Senior Water Resources Engineer

Mike Johnson
November 8, 2016
Page: 4

Swift County and Bolton & Menk, Inc. hereby agree to the terms and conditions outlined in this proposal. My signature below represents acceptance of this agreement on behalf of Swift County.

Swift County
301 14th Street N, P.O. Box 207
Benson, MN 56215

Printed Name

Title

Signature

Date

Terms of Proposal - Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take reasonable precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

Terms of Proposal - Bolton & Menk, Inc.
(Continued)

J. Billings and Payments: Unless otherwise approved by BMI in writing, payment is due upon receipt by Client of services and other deliverables. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. BMI may, at its option, issue invoices for its services either monthly or upon completion of services. Invoices issued prior to completion of services are due and payable within 30 days after the invoice date; all others are due upon receipt of services. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: Services may be terminated, upon written notice, by either party for convenience or by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Waiver: To fullest extent permitted by law, BMI and Client waive against each other any and all claims for or entitlement to special, incidental, indirect or consequential damages arising out of or in any way related to services provided by BMI. Nothing contained herein shall create a contractual relationship or cause of action in favor of a third party against either Client or BMI, all services being for sole and exclusive benefit of Client and BMI.

N. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed **\$3,000.00**. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any. Initial Here: _____(BMI) _____(Client)

O. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation for resolution prior to initiating any other legal proceedings. Nothing herein shall limit legal remedies available to BMI for pursuing payment of fees owed for services rendered.

P. Withdrawal of Proposal: The Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify the Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement.

Q. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of a separate written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. LIEN RIGHTS: In accordance with Minnesota law, the Client and Property Owner (if different than Client) are advised:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.



Request for Board Action

BOARD MEETING DATE:
November 15, 2016

Commissioner's Report

Department Information

| | | |
|---|------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Administration | REQUESTOR: Janice Fransen | REQUESTOR PHONE: 320-314-8399 |
|---|------------------------------|----------------------------------|

Agenda Item Details

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| BRIEF DESCRIPTION OF YOUR REQUEST: Consider allowing the parking spot at the end of the sidewalk that runs south from the LEC to the street to be painted as a no parking spot to facilitate snow removal and access to the sidewalk. | |
| AGENDA YOU ARE REQUESTING TIME ON: Other Business | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: Click here to enter text. |
| BACKGROUND/JUSTIFICATION: The south end of this sidewalk was recently re-shaped to prevent pooling of water, which previously led to icing, creating hazardous conditions. This request is to allow the Highway Dept. to paint stripes across the parking spot to discourage parking in that spot. This would allow the snowblower to come right off the end of the sidewalk and better clearing of the snow. It would also give better access to pedestrians accessing that sidewalk. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

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| FUNDING: Click here to enter text. |
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Review/Recommendation

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| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Janice Fransen |
| RECOMMENDATIONS: No review needed | RECOMMENDATIONS: Approve |
| COMMENTS: Click here to enter text. | COMMENTS: Click here to enter text. |



Request for Board Action

BOARD MEETING DATE:
November 15, 2016

Commissioner's Report

Department Information

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| ORIGINATING DEPARTMENT: County Board | REQUESTOR: Eric Rudningen | REQUESTOR PHONE: Click here to enter text. |
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Agenda Item Details

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| BRIEF DESCRIPTION OF YOUR REQUEST: Discussion regarding follow-up on County Strategic Plan and potential plan refresh. | |
| AGENDA YOU ARE REQUESTING TIME ON: Other Business | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: Click here to enter text. |
| BACKGROUND/JUSTIFICATION: The County Strategic Plan was done approximately two years ago. The members of the Enhancing the Organization Committee want to know if the Board continues to support the plan, and would also like to consider doing a "refresh" of the plan to see where we are at, what we have accomplished, and where we should go from here. The committee feels that with a new administrator coming on board, this may be a good time to do this. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

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| FUNDING: Click here to enter text. |
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Review/Recommendation

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| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Janice Fransen |
| RECOMMENDATIONS: No review needed | RECOMMENDATIONS: Click here to enter text. |
| COMMENTS: Click here to enter text. | COMMENTS: Click here to enter text. |