

Wadena County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Consent Agenda Item	

Approve & Sign Contract for Services to Update the County Comprehensive Plan	
Date of Meeting: 1-6-2026	Total time requested:
Department Requesting Action: Planning & Zoning	
Presenting Board Action/Discussion at Meeting: Deana Malone, if needed	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Proposed Contract	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Wadena County Board of Commissioners approves the following by Motion:	
To approve and sign the Contract with Hometown Planning, Ben Oelson, for services to be provided in the update of the Wadena County Comprehensive Plan, previously approved at the November 18, 2025, meeting of the County Board.	
Financial Implications: \$20050.00	Comments
Funding Source: (see comments)	To be paid as provided in the board motion from 11-18-2025 using a combination of the MCIT Dividend and the ISTS Restricted Fund.
Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Noon	<input type="checkbox"/> Noon
Second:	<input type="checkbox"/> Winkels	<input type="checkbox"/> Winkels
<input type="checkbox"/> Passed	<input type="checkbox"/> Stearns	<input type="checkbox"/> Stearns
<input type="checkbox"/> Failed	<input type="checkbox"/> Kreklau	<input type="checkbox"/> Kreklau
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kangas	<input type="checkbox"/> Kangas

<p>Signatures</p> <p>STATE OF MINNESOTA) COUNTY OF Wadena)</p> <p>I, Heather Olson, County Auditor/Treasurer, Wadena County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Wadena County in Wadena, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:</p>
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Personal/Professional Service Agreement

THIS AGREEMENT is made and entered into by and between the County of Wadena (“County”), and Hometown Planning LLC, Alexandria, Minnesota (hereinafter “Contractor”).

RECITALS

WHEREAS, County, through the Department, wishes to purchase land use planning services; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, County and Contractor agree as follows:

1) Term of the Agreement

Contractor agrees to furnish the services outlined in this proposal to the County beginning on or around January 1, 2026 and on an ongoing basis until the specified services are completed - expected to be on or around July 15, 2026. Upon mutual agreement, services may be extended past the initially expected timeline.

2) Services to be Provided

Contractor shall provide necessary services related to the updating of the County’s Comprehensive Plan as generally stipulated below:

1. An update to the demographic data, tables and charts within the County’s 2013 Plan;
2. A comprehensive effort to gather meaningful input from the general public, the County’s Planning Commission and County Board, County staff and other interested parties to assist in the development of comprehensive and useful goals and policies to help the County move forward;
3. Review of Sections 4-9 of the 2013 Plan and the identification and development of updates to those sections in coordination with the County’s Planning Commission.
4. Development of GIS-based maps necessary to graphically communicate major elements of the plan and update maps within the 2013 Plan. All mapping to be based on data that is readily available from various existing data sources, provided by Wadena County to Hometown Planning LLC at no cost, or otherwise agreed to by Hometown Planning LLC. Maps involving extensive field work, digitizing of new layers/information, detailed analysis or other costs are subject to additional cost and are not included in this agreement.
5. In-person presentation of the final draft plan to the Planning Commission at a public hearing and presentation of the final recommended Comprehensive Plan to the County Board.
6. Work beyond the scope of the above, or that involves more than attendance at a total of eight (8) meetings, or 155 hours of Consultant time (including driving time), shall be subject to additional cost and are not included in this agreement. Contractor shall make reasonable effort to notify the County if costs or time are exceeding initial estimates.

3) Payment for Services

Contractor shall be paid a total of \$20,050 for the provision of services consistent with this

agreement and the project proposal letter from Hometown Planning LLC to Wadena County dated October 15, 2025. Driving time, mileage, and incidental paper and printing costs are included in the above amount unless otherwise noted. Wadena County shall be responsible for costs associated with public outreach efforts, such as postage, mailings, public notices, or other associated costs. Additional work beyond the scope of any agreed upon work plan shall be paid by the County to Hometown Planning LLC at a rate of \$125/hour.

Contractor will invoice the County on a monthly basis and County shall pay all valid invoices within 30 days of receipt.

Billing schedule shall be as follows unless otherwise agreed by both parties:

1. \$1,500 upon the signing of the contract by both parties;
2. \$2,131.25 after completion of each of the eight meetings outlined in the work plan above (two at the beginning of the process to gather input from County officials and the general public, four to review Sections 4-9 of the 2013 Plan with the Planning Commission, the final public hearing before the Planning Commission and the presentation of the Planning Commission's recommendation to the County Board, with an initial schedule of;
 - a. Meetings 1 and 2: January 2026 – Joint meeting of the Planning Commission and County Board and a separate meeting with the general public to identify general issues of concern to be addressed in the updated Comprehensive Plan.
 - b. Meetings 3-6: February – April 2026 – Review Sections 4-9 of the 2013 Comprehensive Plan with the Planning Commission and identify desired updates.
 - c. Meeting #7: May/June 2026 – Planning Commission review and recommendation on the Comprehensive Plan at a public hearing.
 - d. Meeting #8: July 2026 – County Board review of Planning Commission-recommended Comprehensive Plan update.
3. \$1,500 after submittal of final draft of the Comprehensive Plan – as recommended by the Planning Commission - to the County Board.

4) Independent Contractor Status

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

5) Indemnification and Insurance

Contractor agrees it will defend, indemnify and hold harmless County, its officers and employees against any and all liability, loss, costs, damages and expenses which County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform its obligations pursuant to this contract.

Contractor further agrees that in order to protect itself as well as County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force a valid policy of insurance covering general liability, as well as professional liability to cover Contractor, its agent, and employees for any legal actions which may arise out of their performance or failure to adequately perform its obligations pursuant to this contract. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to County.

Within 30 days of the effective date of this contract, and as a condition of this contract, the Contractor will furnish County with Certificates of Insurance listing County as a certificate holder.

6) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) Records-Availability and Retention

Pursuant to Minn. Stat. § 16C.05, subd. 5, Contractor agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) Merger and Modification

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) Default and Cancellation

If Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless Contractor's default is excused, County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

If the contract is terminated before full completion of the terms outlined herein, Contractor shall be paid for all work performed up to the date of termination within thirty (30) days of County being billed by Contractor for such services.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of County and subject to such conditions and provisions as County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

11) Nondiscrimination

During the performance of this Agreement, Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each executed or caused this Agreement to be executed in their behalf in the manner prescribed by law.

COUNTY OF WADENA

CONTRACTOR

Date: _____
Ron Noon
Chair, Wadena County Board of Commissioners

Date: _____
Benjamin J. Oleson
Hometown Planning LLC

ATTEST:

Date: _____
Heather Olson
Interim Wadena County Administrator/Auditor/Treasurer

APPROVED AS TO FORM AND EXECUTION:

Date: _____
Kyra L. Ladd
County Attorney