

**NOTICE INVITING REQUESTS FOR PROPOSAL TO UPDATE
THE COMPREHENSIVE PLAN AND DEVELOPMENT CODE**



January 3, 2018

Benton County is seeking written proposals from a qualified consultant or consultants to assist in development of an update of the Comprehensive Plan and Development Code for the County.

Qualifications based selection criteria will be used to analyze submittals from responding consultants by a review committee. Upon completion of ranking based on qualifications, interviews will be held with the top ranked firms. Benton County will enter into contract negotiations with the consultants whose proposal most appropriately meets the County's needs. Benton County reserves the right to reject any or all submittals.

Interested firms should contact Roxanne Achman, Department of Development Director, at:

Benton County Department of Development
Attn: Roxanne Achman, Director
531 Dewey Street
Foley, MN 56329

Contact can also be done via phone (320) 968-5069, or by email: rachman@co.benton.mn.us.

All proposals received by 4:00 p.m. February 12, 2018 at the Benton County Department of Development office will be given equal consideration. Respondents must submit six (6) copies of the proposal, as well as an electronic copy of the materials described in the RFP **Submission Requirements** section.

Thank you for your interest.

Sincerely,

A handwritten signature in cursive script that reads "Roxanne Achman".

Roxanne Achman, AICP
Department of Development Director

REQUEST FOR PROPOSAL

COMPREHENSIVE LAND USE PLAN and DEVELOPMENT CODE UPDATE



**Department of Development
Benton County Government Center
531 Dewey Street, P.O. Box 129
Foley, Minnesota 56329-0129**

Date Issued: January 3, 2018

Submission Deadline: 4:00 pm on February 12, 2018

BENTON COUNTY

REQUEST FOR PROPOSALS (RFP)

Introduction

Benton County is requesting a Proposal from experienced consulting firms that are interested in assisting the Benton County Department of Development with updating the County's long-term Comprehensive Land Use Plan and current Development Code.

The chosen firm will be expected to provide a full range of professional services to lead the development of the updated Comprehensive Land Use Plan, including expertise in land use planning and public participation. Consultants must also have experience in residential and economic development, growth management, parks and trails, geographic information systems, transportation planning, aggregate resources, agricultural preservation and protection of natural resources and the environment.

Background

The following statements are the guiding principles for Benton County:

Vision Statement

Benton County strives to deliver efficient and effective services that will improve the lives of our residents, doing so in a fiscally responsible way.

Mission Statements

- Provide excellent service
- Make Benton County a great place to live and work, a great place to call home
- Help our business community prosper
- Keep the cost of government down through innovation, collaboration and technology

Demographics and Land Use

Benton County is located in Central Minnesota and is part of the St. Cloud Metropolitan Statistical Area. It is located one hour north of the Twin Cities and one hour south of premier lake and resort areas. The center of the County is the City of Foley, the County Seat. Most of the County's larger communities (St. Cloud, Sauk Rapids, Sartell, and Rice) are located on its western edge. According to the 2015 American Community Survey (ACS), the largest city is Sauk Rapids, which has an estimate of over 13,000 residents. The part of St. Cloud that is located in Benton County includes about 6,500 residents. Sartell's Benton County section includes approximately 2,000 people. Rice, with a population estimate of over 1,300, is located on the northwestern edge of the County. Benton County will be participating in the 2020 Local Update of Census Addresses set to being in spring 2018.

Minnesota State Highway 10 provides quick, convenient 4-lane access to the Twin Cities marketplace, additionally; Minnesota State Highway 23 provides convenient access east and west. Benton County encompasses an area of 408 square miles and contains 7 cities and 12 townships. Efficient roadway network's based on functional classification are key to providing a supportive and complementary system serving the needs of the traveling public. Because of extensive development and changes in land use, the use of some roads has changed, requiring a reevaluation of their classification. Since the 2006 Comprehensive Land Use Update, Highway 23 was improved to provide a four lane controlled access along an 8.5 mile stretch, in addition to a shift of a 1.4 mile section of the Highway. Benton County is a member of the St. Cloud Area Planning Organization. A project that had previously been ranked highly by the APO is a loop around the urban area of Sartell, Sauk Rapids and St. Cloud in Benton County.

With a population near 40,000 based on the 2016 state demographer's estimates, Benton County is the State's twenty-fourth most populous county. Benton County has experienced an overall increase in population since the 2010 Census of approximately 4.03% based on the state demographer's estimates, with the City of Sauk Rapids seeing the greatest growth at 6.72%. The fastest growing township in Benton County is Gilmanton Township with a growth of 6.06% since the 2010 Census. The fastest growing region appears to be the northcentral area of the County – the City of Gilman, Gilmanton Township, Graham Township and Alberta Township. The County is seeing families splitting their lots through the administrative process (20 acre or greater parcels) and farmstead splits to parcel off the farmstead residence from the land being farmed.

Benton County had a full-time economic development director until 2012. For the next two years the County had a part-time consultant focusing on communities that didn't have economic development staff. In November 2014, the County began discussions with community leaders on the development of an economic development organization. In early 2016, the Benton Economic Partnership was formed as a partnership among businesses, cities, townships and the County. The Benton Economic Partnership hired its first Executive Director in September 2016. The 2017 Region 7W Comprehensive Economic Development Strategy was recently released, which includes Benton County. The region is expected to see an overall growth of 6 percent in the labor force from 2015 – 2025.

Agriculture is very central to the Benton County economy. There are approximately 188,528 total acres of farmland in the County according to the United States Department of Agriculture's (USDA) National Agricultural Statistics Service. In 2012 the USDA reported that Benton County ranked eleventh in corn for silage, poultry & eggs, and cut Christmas trees/short rotation woody crops, and thirteenth in milk from cows in the State of Minnesota. Benton County also ranked third in broilers and other meat-type chickens in the state in 2012. The County currently has over 350 permitted feedlots. In addition to agriculture being an abundant resource, aggregate resources are also widespread throughout Benton County. The County has upwards of 25 plus gravel pits of various sizes and in various stages.

The County has few lakes, the largest being Little Rock Lake, and a number of rivers and streams, the most prominent being the Mississippi River, which borders the western edge of the County. Benton County, with the assistance of a consultant, is in the final stage of the drafting

and adoption of an Aquatic Invasive Species Plan for the County. The Benton Soil and Water Conservation District (BSWCD) is in the process of updating the 2008-2018 Benton County Comprehensive Local Water Management Plan identifying and addressing concerns to improve water quality. In June 2017, the County elected to assist in the enforcement of the Minnesota Buffer Law requiring the establishment of vegetated buffers along rivers, streams and lakes in agricultural areas along public waters and drainage systems; further prompting an amendment to the County's Shoreland Ordinance.

The County completed a county-wide park master plan in 2002; furthermore, a master plan was created for a Bend in the River regional park in 2005. There has been limited discussion on parks and trails throughout the county since this time period.

Since the adoption of the 2006 Comprehensive Land Use Plan, the County has adopted a number of amendments to its Zoning Ordinance. Recent updates include the addition of performance standards for Solar Energy Systems and reclassifying some Conditional Uses to Interim Uses. In addition, the County adopted the Minnesota State Building Code in 2008. The County's flood plain maps were updated in 2011, which resulted in an update to the Flood Plain Management Ordinance.

The cities of St. Cloud and Sauk Rapids have Orderly Annexation Agreements with a portion of three of the adjacent townships, providing them the zoning authority for those areas.

Department of Development Overview

The Benton County Department of Development is often referred to as the Planning & Zoning Department in other counties. It is the office that oversees services related to the use and development of land in Benton County, which also includes wetlands, floodplain management, shoreland management, subsurface sewage treatment systems and solid waste management. The department has transformed over the years adding to it Wetlands, Septic's, Building Code and a GIS staff person, while removing agricultural inspections, feedlot permitting and economic development. Benton County Department of Development will be participating in the 2020 Local Update of Census Addresses set to begin in spring 2018.

The Department works closely with the Benton Soil and Water Conservation District, Minnesota Pollution Control Agency, Minnesota Department of Transportation, the Board of Soil and Water Resources and Department of Natural Resources. The Department also coordinates the activities of the following commissions and committees: Board of Adjustment, Planning Commission, Plat Committee, Wetland Technical Evaluation Panel, and the Solid Waste Advisory Committee. The Benton County Department of Development provides review and issuance of permits for WCA (Wetland Conservation Act) and subsurface sewage treatment systems (SSTS) within the orderly annexation areas, in addition to SSTS within the incorporated areas of the County.

The Department of Development is made up of the following professional staff: two Land Use Technicians (SSTS Certified), a Wetland and Solid Waste Program Lead, a Geographic Information Systems Coordinator and Development Director, who may be called upon for assistance as the updated Comprehensive Land Use Plan is being assembled.

History of the Comprehensive Land Use Plan

Benton County's original Comprehensive Land Use Plan was first adopted in 1978. The most recent Plan was last updated and adopted in 2006. Since the current plan no longer accurately reflects Benton County's diverse and growing needs, the County is developing a framework to guide its land use activities through a revision of the Land Use Plan. Areas needing to be addressed in this Comprehensive Land Use Plan Update include, but are not limited to, agricultural preservation, parks and trails, growth management, renewable energy, aggregate resources and reclamation, transportation and protection of our natural resources and the environment. The County planning process should be designed to engage residents and encourage citizen involvement in shaping future land use policies.

Project Purpose

The purpose of this project is to produce a Comprehensive Land Use Plan Update that is derived from citizen and stakeholder input, and provides a clear direction for land use decisions and County services for the next fifteen years. The Comprehensive Land Use Plan Update will be the guiding planning document for Benton County, and serve as the basis for planning and zoning decisions, regulations, policies and initiatives to be considered and implemented by the County. It should reflect the unique character of the County, consider growth management, agricultural preservation, environmental and natural resource protection, aggregate resources, parks and trails, and transportation and build upon County strengths.

The services provided by the selected consultant will include, but are not necessarily limited to:

- Evaluating the existing Comprehensive Land Use Plan and goals approved in 2006;
- Assessing the County's current condition including demographics, land use, design, community character, parks and trails and transportation;
- Gathering public input on the goals and concerns of residents, businesses and other stakeholders;
 - 4-5 public meetings, evenings likely,
 - Guide 3-4 task forces on specific sections of the Comprehensive Plan (potential task force groups may include: parks, development of agricultural areas and urban growth boundary areas) consisting of 2-3 meeting each (may be combined).
- Incorporating current planning documents into the land use policy analysis including the Water Management Plan (if completed) and the Solid Waste Management Plan;
- Developing projections for future growth and development in the County;
- Determining a specific implementation plan for short- and long-term goals and action items; and
- Proposing policies, initiatives and additional tasks necessary to accomplish the planning goals of the community.
- Developing a stronger Parks and Trails section within the Comprehensive Plan that fits the needs of the County.
- Present the draft of the Comprehensive Plan update to the Planning Commission and County Board.
- Present final Comprehensive Plan update to the Board of Commissioners.

- Review current Zoning Ordinance and Subdivision Ordinance and develop recommendations for non-regulatory and regulatory approaches to implement the Plan, ensure the ordinances support the Plan and are in compliance with state statute.

In addition to the items listed above, the County is open to suggestions which the consultant believes will be of value in producing a dynamic Comprehensive Land Use Plan Update that will have practical applications.

The consulting firm selected for this project will work closely with County staff, local officials, and stakeholders in the County. The Department of Development will serve as the point of contact for the project and provide staff support to keep the project within a manageable budget.

The final scope of services for the project will be the result of negotiations between the County and the selected consultant to best meet the Comprehensive Land Use Plan Update's objectives.

Submission Requirements

Interested consulting firms are required to submit six (6) paper copies and one digital copy (in PDF format) of their Proposal. Benton County encourages the use of recycled paper products and double-sided print in the preparation of these proposals.

The Proposals are to be sent in a sealed envelope to:

COMPREHENSIVE LAND USE PLAN UPDATE
Benton County Department of Development
ATTN: Roxanne Achman
531 Dewey Street
P.O. Box 129
Foley, MN 56329-0129
E-mail: Roxanne.Achman@co.benton.mn.us

Summary of Qualifications must be received no later than: February 12, 2018 at 4:00 pm and contain the contact information for the consulting firm including e-mail address.

The following information should be submitted by all consultants responding to this Request for Qualifications:

- Letter of interest signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
- Background information of the consulting firm, including size, location, available resources and areas of expertise and technical capabilities.
- General philosophies and approaches to land use planning.
- Names, qualifications and relevant experience of key personnel that will play the primary role(s) in this project; the name of the project manager must be included.

- Descriptions of relevant projects in which key project staff have played a central role in developing.
- Methodology and approach the firm intends to utilize in order to complete the Comprehensive Land Use Plan Update.
- A list of professional references for projects of similar scope that have been completed. These projects should involve the key personnel proposed for the Benton County Comprehensive Land Use Plan Update. References must include current contact name, address and phone number and e-mail address.
- Indication of the present and planned workload of the firm and the key personnel and their relative availability for this project.
- Any additional information that the consultant deems appropriate and will assist the County in evaluating the responses.
- A detailed list of the total cost of the preparation of the Comprehensive Plan and Development Code update. Be sure to separate the cost updating the Comprehensive Plan from the update of the Development Code.
- An estimated timeline to complete the Comprehensive Plan and Development Code update.

Questions

Questions relating to the Request for Qualifications must be submitted in writing or by e-mail to:

Roxanne Achman
Benton County Department of Development
531 Dewey Street
P.O. Box 129
Foley, MN 56329-0129
E-mail: Roxanne.Achman@co.benton.mn.us

Questions must be received no later than 12:00 pm, January 19, 2018.

Selection Process

A Benton County Comprehensive Land Use Plan Update Review Committee (Review Committee) will be assembled to meet and evaluate all qualified submissions presented based on criteria such as qualifications, background, experience, past performance and rate structure for staffing.

A short list of consulting firms considered to be the most qualified will be selected and requested to make a presentation to the Review Committee. This presentation should detail the consulting firm's qualifications for selection and highlight the uniqueness of their proposed approach.

Based on the evaluation of all materials presented and the interview process, the County will identify the most qualified consulting firm and pursue development of an agreement covering the scope of services, fees, timetable, performance standards, etc. If for any reason the County and selected consulting firm cannot agree upon the scope of services and fee, the County will enter into negotiations with the next most qualified consulting firm.

Tentative Schedule

Release of the Request for Proposals (RFP)	Wednesday, January 3, 2018
Deadline for Questions	12:00 pm Friday, January 19, 2018
Question Responses and/or Addenda to RFP	Friday, January 26, 2018
Submission Deadline for RFP	4:00 pm Monday, February 12, 2018
Review Committee Evaluations	February 13 through February 23, 2018
Interviews with Selected Consulting Firms	End of February / Beginning of March, 2018
Recommendation to the Board of Commissioners	End of March, 2018
Anticipated Start of Project	April, 2018

Available Resources

The following information related to Benton County planning activities are available on-line. If you need assistance accessing any of these documents, please contact Roxanne Achman at the following e-mail address: Roxanne.Achman@co.benton.mn.us

The Benton County Development Code is available at:

http://www.co.benton.mn.us/Dept_of_Development/Development_Code.php

The Benton County Zoning Map is available at:

http://www.co.benton.mn.us/About_Benton/documents/maps/BentonCountyZoning.pdf

The Benton County 2006 Comprehensive Plan is available at:

http://www.co.benton.mn.us/Dept_of_Development/documents/compplan/toc.pdf

The Benton County Water Management Plan is available at:

<https://static1.squarespace.com/static/5991a4db4c0dbfafa10384f8/t/59f1fe7051a58425f25a525e/1509031538626/2008-2018+Water+Plan.pdf>

Benton County Solid Waste Management Plan is available at:

http://www.co.benton.mn.us/Dept_of_Development/documents/SW_Plan.pdf

Region 7W 2017 Comprehensive Economic Development Strategy is available at:

https://39rpv61is21b35klsbde6rj5-wpengine.netdna-ssl.com/wp-content/uploads/2017/07/CEDS-Report_Region-7W_2017_08-30-17.pdf

Limitations

Benton County reserves the right to accept or reject any or all submittals as a result of this Request for Proposals or to cancel, in part or in its entirety, this Request for Proposals if found to be in the best interest of the County. This Request for Proposals does not commit the County to award a contract, pay costs incurred for the preparation of the response documents, or any subsequent costs associated with the provision of additional information or presentation, or to procure or contract for services or goods. By submitting a Proposal, the consultant hereby authorizes the County to contact references and make such further investigations as may be in the interest of the County. All submittals become the property of Benton County and will be open to public inspection.

Terms and Conditions

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Ownership, Publication, Reproduction, and Use of Materials: All work products of the contractor, which results from this contract are the exclusive property of Benton County. No material produced in whole or in part under the negotiated contract shall, during the life of the negotiated contract, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from Benton County before any report, handbook, manual, interim data, or results are published in any medium. Draft copies of all deliverables must be prepared by the consultant, and reviewed for approval by Benton County before publication. The consultant, subject to the approval by Benton County, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under the negotiated contract. All maps provided for each item identified in the scope of work to clarify findings, data, projections, and trends must be clear and concise in their purpose and delivery. When available, GIS information shall be provided to the County in electronic form compatible with or easily converted to ArcGIS software.

Conflicts of Interest: No official or employee of Benton County who is authorized in his or her capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for Benton County in connection with the project shall have, directly or indirectly, a financial or other personal interest other than his or her employment or retention by Benton County in any contract or subcontract in connection with such project. No officer or employee or such person retained by Benton County shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of Benton County.

Responsibilities for Acceptance: Benton County will, in all cases, determine the quality,

acceptability, and fitness of the deliverable products that are to be paid for and will decide all questions that may arise as to the fulfillment of the contract. Benton County Board of Commissioners will ultimately make the decision for acceptance/rejection of any submitted proposals. The Planning Commission's role shall be recommendatory in nature. Benton County will have the right to correct clerical, mathematical, or minor errors or omissions in the technical specifications when such corrections are necessary for the proper fulfillment of this document.

Assignment: The contractor shall not assign or transfer the contractor's interest in the negotiated contract without express written consent of Benton County. Any agreement between the contractor and any subcontractor shall obligate the subcontractor to comply with the terms of this contract. Contractor shall be responsible for the performance of all subcontractors. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Termination: Benton County may terminate the contract at any time for breach of contractual obligation, convenience, or non-appropriation of funds by providing the Contractor with a written notice of such termination. Should the County exercise its right to cancel the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the Contractor.

Amendments: The terms of the negotiated contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

Successors of Interest: The provisions of the negotiated contract shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.

Waivers: The failure of Benton County to enforce any provisions of this contract shall not constitute a waiver by Benton County of that or any other provisions.

Notice: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as designated hereafter in writing by the parties.

Hold Harmless: The contractor shall save and hold harmless Benton County, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under the negotiated contract. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under the negotiated contract shall not be considered employee of Benton County and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by and third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under the negotiated contract by the contractor shall in no way be the obligation or responsibility of Benton County.

Intellectual Property Indemnification: Contractor warrants that any materials and, or work product provided or produced by the prime contractor or subcontractors, utilized in the performance of this Contract, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the County, upon prompt notice from the County of such claim, contractor, at its expense, shall indemnify and defend the County against any loss, cost, expense or liability, including attorney's fees, arising out of such claim. If such claim occurs, or is likely to occur, contractor shall either procure for the County the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to the County is not reasonably available, upon the written request of contractor, and at the expense of contractor, the County shall return the materials and, or work product to contractor.

Governing Law: The contractor shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect and hereafter adopted. This contract shall be construed and enforced in accordance with the laws of the State of Minnesota. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of County of Benton in the State of Minnesota.

Payment: The County shall have 35 days from the date of receipt of the invoice to remit payment. If an invoice is incorrect, defective or otherwise improper, the County shall notify the Contractor within 10 days of the date of receipt. Upon receiving a corrected invoice from the Contractor, the County shall pay the obligation within 35 days. Payment of claims and interest shall be governed by the Minnesota Prompt Payment Act, Minn. Stat. §471.425.

Data Practices and Confidentiality: Pursuant to Minn. Stat. Ch. 13, contractor agrees to maintain and protect data that is not public received, or to which contractor has access according to the statutory provisions applicable to data. No private, non-public or confidential data developed, maintained or reviewed by contractor under this Agreement may be released to the public by the contractor or contractor's employees or representatives. contractor agrees to indemnify and save and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act by contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

Insurance: Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force:

- (1) Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident
- (2) Automobile Coverage: \$500,000 per individual; \$1,500,000 per incident
- (3) Workers' Compensation Insurance.

Prior to the effective date of this contract, and as a condition precedent to this contract, the Contractor will furnish the County with certificates of bonding and insurance.

Records Auditing and Retention: Contractor's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.