

**Wabasha County
Board of Commissioners
Meeting Agenda
January 7, 2025
9:00 a.m.**

Agenda Item:

1.0 Call to Order

A. Election of Board Chairperson and Vice Chairperson

- Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 Pledge of Allegiance

3.0 Roll Call (Key, Powers, Springer, Walkes, Wobbe)

4.0 Approve Agenda

5.0 Staff Updates

6.0 Administrator Update

7.0 Citizen Involvement MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.

8.0 Public Forum

- Sign-up for the public forum will be done prior to the beginning of the meeting.
- No personal attacks to persons present or not.
- No inflammatory language used during time that you have the platform.
- Thank you for participating in County government.

9.0 Consent Agenda

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

- A. Minutes: December 17, 2024
- B. Claims
- C. Per Diems
- D. Meal Vouchers
- E. **Donation:** Approve and Accept Donation of personal needs and hygiene product to the Social Services Department from The Anderson Hotel
- F. **Donation:** Approve and Accept Donations on behalf of the Veteran's Service Office towards the purchase of new van from Robert Klavetter and Gary Larocque in the amount \$520.00
- G. **Donation:** Approve and Accept Donations on behalf of the Sheriff's Office to be used for Nation Night Out from Michael Collins and Ricci and Laurie Marzolf in the amount of \$1250.00
- H. **Administration:** Approve Lifestyle Spending Account Policy and Expenditure from SE Service Cooperative 2022 Dividend Restricted Fund (2025-001)
- I. **Administration:** Approve Appointment of Leann Kruger to Extension Committee (2025-002)
- J. **Administration:** Approve Re-Appointment of Ken Jacob to Extension Committee (2025-003)
- K. **Administration:** Approve Re-Appointment of Heather Raths to Extension Committee (2025-004)
- L. **Administration:** Approve Transfer of Local Affordable Housing Aid to Housing Trust Fund (2025-005)
- M. **Administration:** Approve Statewide Affordable Housing Use of Funds Agreement (2025-006)
- N. **Finance:** Approve 2025 Fee Schedule (2025-007)
- O. **Finance:** Approve WNB Financial Signature Authority Updates (2025-008)
- P. **Finance:** Authorize/Direct Appointments & Actions Relating to Fiscal Activities (2025-009)
- Q. **Highway:** Approve Website Solicitation of Transportation Project Bids (2025-010)
- R. **Highway:** Approve Highway 1 Concrete Box Culvert MPCA Grant Agreement (2025-011)
- S. **Sheriff:** Approve Purchase of two (2) Dodge Durango (2025-012)

10.0 Action/Discussion Items

- A. **Highway:** Approve Setting of Public Hearing - Transfer of Funds from Municipal to Regular State Aid Construction Account (2025-013)
- B. **A/T:** Approve Awarding of Legal County Newspaper (2025-014)
- C. **Planning/Zoning:** Consideration of Behrns CUP Request (2025-015)
- D. **Planning/Zoning:** Consideration of Walsh CUP Request (2025-016)

E. **Administration:** Annual Commissioner Committee Appointments (2025-017)

F. **Administration:** Establish County Board Meeting Dates for 2025 (2025-018)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess Closed Session:** County Attorney Salary Appeal – 10:00am

MINUTES - REGULAR MEETING – TUESDAY, DECEMBER 17, 2024

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, December 17, 2024 at 9:00 a.m.

12/17/2024

The meeting was called to order by Board Chairperson Walkes.

CALL TO ORDER

The following Commissioners were present: Key, Powers, Springer, Walkes, Wobbe

ROLL CALL

SPRINGER-KEY

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

Administrator Updates:

Public Forum:

ADMINISTRATOR UPDATES

Brad Gusa, Special Assessment

Carolyn Campbell, Special Assessment

KEY-SPRINGER

Motion to approve the consent agenda including the following:

APPROVE CONSENT AGENDA

Minutes: December 3, 2024

Claims

Meal Vouchers

Per Diems

Resolution No.: 2024-213

Whereas, Frances Warren, Wabasha County Auditor Treasurer resigned as Auditor Treasurer effective November 30, 2024,

RES 2024-213:
APPROVED
APPOINTMENT
OF
AUDITOR/TREA
SURER

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, appoint Roxann Halverson as the Wabasha County Auditor/Treasurer.

Resolution No.: 2024-214

Whereas, the Wabasha County Board of Commissioners previously approved the purchase one Freightliner 114SD Tandem Truck, and

RES 2024-214:
AUTHORIZED
PURCHASE OF
SNOW PLOW
EQUIPMENT

Whereas, with the purchase of one Tandem Truck, a truck dump body and snow plow equipment will be needed to complete the truck.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Highway Department be authorized to purchase the services and equipment from Monroe Towmaster, LLC as quoted for the amount of \$177,579.

Resolution No.: 2024-215

Whereas, the State of Minnesota's Safe Routes to School (SRTS) program requires non-State Aid cities, such as the City of Mazeppa, to identify a project sponsor and fiscal agent; and

RES 2024-215:
APPROVED
COUNTY
SPONSORSHIP
OF CITY OF
MAZEPPA'S
SRTS GRANT
APPLICATION

Whereas, the City of Mazeppa has requested that Wabasha County act as the Project Sponsor and Fiscal Agent, as required by the SRTS program, for the City's SRTS funding application and the associated project for the Mazeppa Trail Project Phase I, and

Whereas, the City of Mazeppa will pay all costs associated with the project beyond the SRTS approved funding.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County agrees to sponsor and act as the City of Mazeppa's sponsor and fiscal agent for the City of Mazeppa's Safe Routes to School program application and proposed Mazeppa Trail Project Phase I.

Resolution No.: 2024-216

Whereas, the State of Minnesota's Active Transportation program requires non-State Aid cities, such as the City of Mazeppa, to identify a project sponsor and fiscal agent; and

Whereas, the City of Mazeppa has requested that Wabasha County act as the Project Sponsor and Fiscal Agent, as required by the Active Transportation program, for the City's Active Transportation funding application and the associated project for the Mazeppa Trail Project Phase 2, and

Whereas, the City of Mazeppa will pay all costs associated with the project beyond the Active Transportation program approved funding.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County agrees to sponsor and act as the City of Mazeppa's fiscal agent for the City of Mazeppa's Active Transportation application and proposed Mazeppa Trail Project Phase 2.

Resolution No.: 2024-217

**Wabasha County Resolution Adopting the 2024
Wabasha County Hazard Mitigation Plan**

Whereas, the Wabasha County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Wabasha County; and

Whereas, Wabasha County has prepared a multi-hazard mitigation plan, hereby known as the 2024 Wabasha County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

Whereas, the 2024 Wabasha County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Wabasha County from the impacts of future hazards and disasters; and

Whereas, adoption by the Wabasha County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Wabasha County Hazard Mitigation Plan.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that,
Section 1. In accordance with local county procedure, the Wabasha County Board of Commissioners adopts the 2024 Wabasha County Hazard Mitigation Plan. While content related to Wabasha County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Wabasha County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Resolution No.: 2024-218

Whereas, Wabasha County has an Aquatic Invasive Species (AIS) Management Plan for the purpose of preventing the spread of and managing AIS in Wabasha County; and

Whereas, Radio and digital advertising offers an efficient and localized target for spreading awareness of AIS and informing best management practices to reduce their spread; and

Whereas, The approved 2025 Wabasha County AIS Management Plan includes \$23,330 of budget allotted towards outreach; and

Whereas, Wabasha County has a partnership with Goodhue County to share the cost of the radio and digital ad campaign in 2025 for the two-county area for a bid of:

RES 2024-216:
APPROVED
COUNTY
SPONSORSHIP
OF CITY OF
MAZEPPA'S
ACTIVE
TRANSPORTATI
ON
APPLICATION

RES 2024-217:
APPROVED 2024
WABASHA
COUNTY
HAZARD
MITIGATION
PLAN

RES 2024-218:
APPROVED AIS
RADIO AND
DIGITAL AD
CAMPAIGN

\$20,170.00

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, that the Wabasha County Board of Commissioners hereby approves a \$20,170.00 payment for purchase of a partnered (Goodhue County) AIS radio and digital ad campaign in 2025 from The Valley Outdoors Radio.

Resolution No.: 2024-219

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Sheriff's Office is authorized to dispose of the following listed equipment by sale, trade, or disposal:

- Fixed Asset #012389 – Bulletproof Vest, Serial #1905314921 – 5 Year life
 - Replaced with Fixed Asset #013007

Resolution No: 2024-220

Resolution Authorizing the Purchase of Sixteen (16) Squad Routers

Whereas, the Wabasha County Sheriff's Office is requesting to purchase a total of sixteen (16) squad routers per attached quotes from FirstNet, and;

Whereas, the money for this purchase will be paid from Public Safety Grant Funds not to exceed \$13,000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: The Sheriff's Office is authorized to purchase sixteen (16) squad routers from vendor, FirstNet.

Be it Further Resolved by the Wabasha County Board of Commissioners that this purchase will be paid from Public Safety Grant funds and the total cost will not exceed \$13,000.

Resolution No.: 2024-221

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Social Services is authorized to purchase a 2025 Chevrolet Equinox from Jeff Belzer Todd Chevrolet for \$27,040 due at delivery. The 2018 Ford Fusion, VIN 3FA60G78JR161342, will be disposed of via trade in allowance.

Be it further resolved that the purchase will be paid by an Auditor's Warrant using Social Service Reserve Funds.

Adopted Unanimously

Administration: Letter of Support for Carly State Park Statutory Boundary

SPRINGER-KEY

Resolution No.: 2024-222

Special Assessment for Parcel R05.00098.00

Whereas, The County has been pursuing the abatement of nuisance properties through the legal system. The County Attorney's Office has been successful in receiving court orders to remediate nuisance concerns on multiple properties and have the costs included as special assessments against the property.

Whereas, Parcel R05.00098.00, owned by Brad Gusa, was a parcel that the District Court provided an order that allowed the County to abate any conditions violating County ordinances. The Court order also allowed the County to be able to assess all costs incurred in cleaning up the property as a special assessment. The total cost to abate the parcel was \$28,761.25.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that parcel R05.00098.00 have a special assessment placed on it in the amount of \$28,761.25. The assessment shall run for a period of 5 years with an annual interest rate of 8%.

RES 2024-219:
APPROVED THE
DISPOSAL OF
EQUIPMENT BY
SALE, TRADE,
OR DISPOSAL
OF ONE (1)
BULLETPROOF
VEST

RES 2024-220:
APPROVED
PURCHASE OF
SQUAD
ROUTERS

RES 2024-221:
APPROVED
PURCHASE OF
ONE (1) 2025
CHEVROLET
EQUINOX

RES 2024-222:
APPROVED
SPECIAL
ASSESSMENT
FOR PARCEL
R05.00098.00

Adopted Unanimously

SPRINGER-KEY

Resolution No.: 2024-223

Special Assessment for Parcel R09.00353.06

Whereas, The County has been pursuing the abatement of nuisance properties through the legal system. The County Attorney's Office has been successful in receiving court orders to remediate nuisance concerns on multiple properties and have the costs included as special assessments against the property.

Whereas, Parcel R09.00353.06, owned by Carolyn Campbell, was a parcel that the District Court provided an order that allowed the County to abate any conditions violating County ordinances. The Court order also allowed the County to be able to assess all costs incurred in cleaning up the property as a special assessment. The total cost to abate the parcel was \$40,240.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that parcel R09.00353.06 have a special assessment placed on it in the amount of \$40,240. The assessment shall run for a period of 5 years with an annual interest rate of 8%.

Adopted Unanimously

KEY-WALKES

Resolution No.: 2024-224

Resolution to Certify the 2025 Final Property Tax Levy

Whereas, the Wabasha County Board of Commissioners per Minnesota Statute 275.07 is required to adopt a final property tax levy for taxes payable year 2025 and certify that amount to the county auditor no later than December 20, 2024; and

Whereas, after reviewing the annual operating budgets proposed by Department Heads which provides the basis for the allocation of available resources and the determination of the property tax levy needed to fund various programs and services for the 2025 calendar year the following amounts have been determined to be needed for the 2025 property tax levy.

RES 2024-223:
APPROVED
SPECIAL
ASSESSMENT
FOR PARCEL
R09.00353.06

RES 2024-224:
APPROVED 2025
FINAL
PROPERTY TAX
LEVY

FUND	LEVY
GENERAL REVENUE FUND	\$ 9,733,884
SELCO	\$ 180,323
PUBLIC HEALTH FUND	\$ 639,198
ROAD & BRIDGE FUND	\$ 3,591,953
SOCIAL SERVICES FUND	\$ 1,750,511
SOIL & WATER CONSERVATION DISTRICT	\$ 131,000
WHITEWATER WATERSHED	\$ 4,982
BUILDING FUND	\$ 60,099
CAPITAL EQUIPMENT FUND	\$ 162,945
GENERAL OBLIGATION JAIL REFUNDING BONDS 2016A	\$ 1,002,645
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS 2017A	\$ 512,295
2025 CERTIFIED FINAL LEVY	\$ 17,769,835

Now, Therefore, be it resolved by the Wabasha County Board of Commissioners that the County Auditor-Treasurer is to certify the 2025 final property tax levy to the Minnesota Department of Revenue as presented.

PASSED 4:1 NAY: SPRINGER

SPRINGER-KEY

Resolution No.: 2024-225

RES 2024-225:
APPROVED 2025
FINAL
PROPERTY TAX
LEVY FOR
SEMMCHRA

Resolution to Certify the 2025 Southeastern Minnesota Multi-County Housing Redevelopment Final Property Tax Levy

Whereas, the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (the "Authority") was created by action of the Boards of Commissioners of Dodge, Goodhue, Wabasha and Winona Counties (collectively referred to as the "Counties") pursuant to Minnesota Statutes, Section 469.004; and

Whereas, pursuant to such action on the part of the Counties and Minnesota Statutes, Sections 469.001 to 469.047 (the "Act"), the Authority was granted all of the same functions, rights, powers, duties, privileges, immunities and limitations as are provided for housing and redevelopment authorities created for cities under the Act; and

Whereas, Section 469.033, subd. 6, of the Act permits the Authority to levy and collect a special benefit tax of up to .0185% of taxable market value upon all taxable property, both real and personal, within the Authority's area of operation; and

Whereas, the Authority has requested that the Board of Commissioners of Wabasha County approve the levy of such a final special benefit tax in the amount of \$81,982 to be levied upon all taxable market value of taxable property within the Authority's area of operation contained within Wabasha County; and

Whereas, the Board of Commissioners of Wabasha County has considered such request by the Authority and believes that consenting to such a final special benefit tax levy by the Authority is in the best interests of Wabasha County and its residents; and

Whereas, the Authority is also required pursuant to Section 469.033, subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedures of the Counties in the same manner as required of executive departments of the Counties and the amount of the tax levy for the following year shall be based upon that budget and approved by the Counties; and

Whereas, the Authority has presented to the Board of Commissioners of Wabasha County a copy of a proposed budget for its operations for fiscal year 2025.

Now, Therefore, be it resolved by the Board of Commissioners of Wabasha County as follows:

Section 1. That the budget for fiscal year 2025 for the operations of the Authority as presented for consideration by the Board of Commissioners of Wabasha County is hereby in all respects approved.

Section 2. That the levy of a final special benefit tax pursuant to Minnesota Statutes, Section 469.033, subd. 6, is hereby consented to with respect to taxes payable in calendar year 2025 in the amount of \$81,982 to be levied upon all taxable market value of taxable property within the Authority's area of operation within Wabasha County.

Adopted Unanimously

SPRINGER-WOBBE

Resolution No.: 2024-226

RES 2024-226:
APPROVED 2025
ATTORNEY
OFFICE
BUDGET

Resolution to Approve the 2025 County Attorney's Office Budget

Whereas, the Wabasha County Board has the duty and responsibility pursuant to Minnesota Statute of Commissioners §388.018 Subd. 5 to set the budget for the office of the County Attorney by resolution on an annual basis after consideration of responsibilities and duties of the office;

Now, Therefore, based upon review and consideration of the duties and responsibilities of the Wabasha County Attorney's office, the materials gathered and considered by the Board; the Wabasha County Board of Commissioners resolves as follows:

1. The wages and benefits for all union employees working under the County Attorney shall be consistent with the negotiated collective bargaining agreements, as amended. The salaries and wages for non-union employees of the County Attorney's Office shall be increased by 4.0%, consistent with wage increases for all non-union employees as adopted by the County Board, effective January 1, 2025.
2. Attachment B is incorporated herein as the approved 2025 Budget for the Office of the Wabasha County Attorney. The salary of the County Attorney was set by separate resolution on November 19, 2024 and is reflected in Attachment D as a reference.
3. The Administrator and Finance Director are authorized and directed to incorporate Attachment B 2025 County Attorney's office budget into the comprehensive 2025 Wabasha County Budget and to make such changes effective January 1, 2025, consistent with standard operating procedures for Wabasha County.

Adopted Unanimously

SPRINGER-POWERS

Resolution No.: 2024-227

Resolution to Approve the 2025 Sheriff's Office Budget

RES 2024-227:
APPROVED 2025
SHERIFF
OFFICE
BUDGET

Whereas, the Wabasha County Board has the duty and responsibility pursuant to Minnesota Statute of Commissioners §387.20 Subd. 6 to set the budget for the office of the Sheriff by resolution on an annual basis after consideration of responsibilities and duties of the office;

Now, Therefore, based upon review and consideration of the duties and responsibilities of the Wabasha County Sheriff's office, the materials gathered and considered by the Board; the Wabasha County Board of Commissioners resolves as follows:

1. The wages and benefits for all union Sheriff's Office employees shall be consistent with the negotiated collective bargaining agreements, as amended. The salaries and wages for all full-time and regular part-time non-union Sheriff's Office employees shall be increased by 4.0%, consistent with wage increases for all non-union employees as adopted by the County Board, effective January 1, 2025.
2. Attachment C is incorporated herein as the approved Budget for the Office of the Wabasha County Sheriff. The salary of the Sheriff was set by separate resolution on November 19, 2024 and is reflected in Attachment D as a reference.
3. The Administrator and Finance Director are authorized and directed to incorporate Attachment C 2025 Sheriff's office budget into the comprehensive 2025 Wabasha County Budget and to make such changes effective January 1, 2025, consistent with standard operating procedures for Wabasha County.

Adopted Unanimously

KEY-WALKES

Resolution No.: 2024-228

Resolution to Approve the 2025 Final Budget

RES 2024-228:
APPROVED 2025
FINAL BUDGET

Whereas, the Wabasha County Board of Commissioners is required by Minnesota Statute 275.07 to adopt a final budget for 2025; and

Whereas, The Wabasha County Board of Commissioners have reviewed the fiscal year 2025 final budget as summarized below, and

WABASHA COUNTY 2024-2025 DEPARTMENTAL FINAL BUDGET SUMMARY

	2024 BUDGETED EXPENSE	2025 FINAL BUDGETED EXPENSES	2024 BUDGETED REVENUE	2025 FINAL BUDGETED REVENUE
TOTAL GENERAL GOVERNMENT	\$ 5,535,802	\$ 5,923,280	\$ 614,053	\$ 631,250
TOTAL PUBLIC SAFETY	\$ 7,779,104	\$ 8,128,454	\$ 1,142,973	\$ 1,237,270
TOTAL SANITATION	\$ 213,807	\$ 234,282	\$ 94,834	\$ 104,632
TOTAL CULTURE AND RECREATION	\$ 272,925	\$ 273,366	\$ 261,925	\$ 259,866
TOTAL CONSERVATION OF NATURAL RESOURCES	\$ 306,727	\$ 280,985	\$ 233,370	\$ 199,953
TOTAL ECONOMIC DEVELOPMENT	\$ 3,750	\$ 3,750	\$ -	\$ -
TOTAL OTHER	\$ 322,858	\$ 343,494	\$ 12,087,818	\$ 12,130,317
TOTAL GENERAL REVENUE FUND	\$ 14,434,973	\$ 15,187,611	\$ 14,434,973	\$ 14,563,288
TOTAL MISC REVENUE FUND-FUND 2	\$ 266,232	\$ 217,964	\$ 266,232	\$ 217,964
TOTAL OPIOID SETTLEMENT-FUND 10	\$ -	\$ -	\$ 29,274	\$ 29,274
TOTAL HUMAN SERVICES-FUND 11	\$ 5,973,609	\$ 6,424,731	\$ 5,594,199	\$ 5,874,846
TOTAL ROAD AND BRIDGE-FUND 13 & 14	\$ 19,291,124	\$ 19,873,389	\$ 17,627,234	\$ 19,873,389
TOTAL BUILDING FUND-FUND 15	\$ 34,500	\$ 60,500	\$ 34,500	\$ 60,500
TOTAL CAPITAL PROJECTS-FUND 17	\$ 211,280	\$ 164,033	\$ 211,280	\$ 164,033
TOTAL PUBLIC HEALTH-FUND 18	\$ 1,824,084	\$ 2,028,069	\$ 1,824,084	\$ 2,028,070
TOTAL DEBT SERVICE-FUND 30	\$ 1,423,750	\$ 1,416,175	\$ 1,510,387	\$ 1,524,792
TOTAL REGIONAL RAILROAD-FUND 50	\$ 2,995	\$ 3,300	\$ 2,995	\$ 3,300
TOTAL COUNTY	\$ 43,462,547	\$ 45,375,772	\$ 41,535,158	\$ 44,339,456

*****INCLUDES HRA LEVY AMOUNTS

Whereas, the Wabasha County Board of Commissioners has considered the duties and responsibilities of each and every office, department and agency and the experience, qualifications and performance of employees, elected officials and appointed employees in the development of this budget, and

Whereas, the Wabasha County Board of Commissioners previously set, by separate resolutions, the salaries of each of the elected officials at the November 19, 2024 meeting (Attachment D), and

Whereas, the Budgets of the Offices of County Attorney and County Sheriff were set by separate resolutions 2024-226 and 2024-227 (Attachments B and C) which are incorporated into Attachment A by reference; and

Whereas, the approved Department Budgets are summarized in Attachment A.

Whereas, the Wabasha County Board of Commissioners has held public meetings for the purpose of discussion and planning of the 2025 budget, and

Whereas, expenditures included in the 2025 budget shall be made only per the County Purchasing Policy.

Now, Therefore, be it Resolved by the Wabasha County Board of Commissioners that the 2025 Wabasha County Final Budget is adopted as presented.

Be it further resolved that no change to the total 2025 budget by Department shall occur unless approved by action of the Board of Commissioners.

PASSED 4:1 NAY: SPRINGER

Commissioners reported on meetings they attended

Board Concerns

SPRINGER-KEY

COMMISSIONER
REPORTS

BOARD
CONCERNS

Motion to Adjourn

ADJOURN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

**WABASHA COUNTY
BOARD MEETING
7-Jan-25**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
12/6/24-12/12/24		63022-63041	\$ 250,239.88
12/13/2024	19291-19310	63042-63081	\$ 111,591.01
12/13/24-12/19/24		63082-63090	\$ 388,233.20
12/20/2024	19311-19341	63091-63131	\$ 785,307.14
12/20/24-12/26/24		63182-63203	\$ 566,844.04
12/27/2024	19381-19384	63204-63222	\$ 192,208.80

TOTAL AUDITOR'S WARRANTS

\$ 2,294,424.07

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Carrels, Callie	12/26/2024	\$ 15.00

TOTAL MEAL VOUCHERS

\$ 15.00

TAXABLE UNIFORM ALLOWANCE

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
		<u>\$ -</u>

TOTAL UNIFORM ALLOWANCE VOUCHERS

\$ -

**WABASHA COUNTY
BOARD MEETING
7-Jan-25**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Key,Cheryl	12/17/2024	Human Services Board Meeting	\$50.00
			<u>\$ 50.00</u>
Powers, Rick	12/17/2024	Human Services Board Meeting	\$50.00
			<u>\$ 50.00</u>
Springer, Don	12/8/2024 12/9/2024 12/10/2024 12/11/2024 12/16/2024 12/17/2024	AMC Annual Conference AMC Annual Conference AMC Annual Conference AMC Annual Conference Extension Committee Meeting Human Services Board Meeting	\$100.00 100.00 100.00 100.00 \$50.00 \$50.00
			<u>\$ 500.00</u>
Walkes, Robert	12/17/2024	Human Services Board Meeting	\$50.00
			<u>\$ 50.00</u>
Wobbe, Mike	12/17/2024	Human Services Board Meeting	\$50.00
			<u>\$ 50.00</u>
TOTAL PER DIEMS REQUESTED			<u>\$ 700.00</u>

(1) Any claim for a per diem payment must be based on documented activities by a commissioner that constitutes:

- The duties of office, including work on committees (under the direction of the board); or
- Individual service required by law

Committee work may include information gathering activities as well as liaison activities. Board or committee minutes should confirm three aspects of the activity as committee work

- That a matter is before the board or committee that necessitates the activity
- The activity has been authorized by the board or committee; and
- The commissioner has reported to the board or the committee the results of the information gathering or liaison activities

DONATION

Board of Commissioners

Wabasha County

Date: January 7, 2025

Agenda Item Number: 9.0 E

Agenda Item:

Accepting donated personal needs and hygiene products.

Requested Action:

Approval of donated items to the Social Services Unit.

Fiscal Impact:

A donation of personal needs and hygiene products was provided to the Social Services Unit on December 23, 2024. The approximate fiscal impact on the county is \$150.00.

Background/Recommendation:

On October 27, 2024, Social Services Manager Kayla Hall received a phone call from Becky Shaw, Owner of the Anderson Hotel, regarding how the Anderson Hotel could “give back” and provide support to the Social Services Unit during the 2024 holiday season. It was decided that the Anderson Hotel would put on a donation drive focusing on items most needed by social services clients. The Anderson Hotel hosted a donation drive for approximately 6 weeks and collected personal needs products and hygiene items. These were provided to Social Services on 12/23/24.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 F

Date:

January 7, 2025

Agenda Item:

Accept donation for new van.

Requested Action:

Approve and accept donations to Veteran Services Office.

Fiscal Impact:

Donation in the amount of \$520.00

Background/Recommendation:

The above mentioned donation was received from:

Gary Larocque \$ 500.00

Robert Klavetter \$ 20.00

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 G

Date: January 7, 2025

Agenda Item:

Sheriff - Resolution – Approve and accept donations to be used toward National Night Out

Requested Action:

Approve and accept donations to be used toward National Night Out

Fiscal Impact:

\$1,250.00 Donations to be used toward National Night Out

Background/Recommendation:

The following donations were received:

- Michael Collins - \$1,000.00 – Check #10839
- Ricci & Laurie Marzolf - \$250.00 – Check #1062

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 H

Date:

Agenda Item:

Approve Lifestyle Spending Account Policy and expenditure from SE Service Cooperative 2022 Dividend Restricted Fund

Requested Action:

Approve Lifestyle Spending Account Policy and expenditure from SE Service Cooperative 2022 Dividend Restricted Fund

Fiscal Impact:

Expenditure of \$120,066.00 from SE Service Cooperative 2022 Dividend Restricted Fund

Background/Recommendation:

In 2022, Wabasha County received \$120,066.00 from the SE Service Cooperative. This money was to be used for employee benefits. A Lifestyle Spending Account Policy was vetted through the Wellness Committee in October of 2024, the Personnel Committee in November, 2024 and brought forward as a discussion item to the full board in November of 2024.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-001

Lifestyle Savings Account

Whereas, in 2022, the Southeastern Services Cooperative distributed \$120,066.00 to Wabasha County to be used for employee benefits;

Whereas, after reviewing options with Intellicents, Human Resources recommended that the money be used for a Lifestyle Savings Account for all full-time employees;

Whereas, after being vetted by the Wellness Committee and the Personnel Committee in late 2024, a policy review was brought forth to the full board in December of 2024;

Whereas, funds will be expended from the SE Service Cooperative Divident Restricted Fund 01.801.925 to individual department account numbers for the Lifestyle Spending Account Reimbursement;

Now Therefore Be It Resolved that the Wabasha County Board of Commissioners authorizes the approval of the Lifestyle Savings Account Policy and the expenditure of the SE Service Cooperative 2022 Divident Restricted Fund to Wabasha County employees.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Lifestyle Spending Account

Wabasha County hereby establishes the Wabasha County Lifestyle Spending Account “LSA” effective January 1, 2025 to reimburse eligible employees for expenses that support overall health and wellness. The program reimburses up to \$300 (\$150 for part-time positions) of purchases and activities related to emotional, physical, and social well-being.

1.1 ELIGIBILITY

Eligible employees are Wabasha County employees who hold a regular full-time or part-time position.

Eligible employees must meet the above eligibility requirements at the start of each calendar quarter (January 1, April 1, July 1, and October 1). Employees who become eligible after the first day of a calendar quarter will receive the LSA benefit beginning the following quarter.

1.2 BENEFIT

Eligible employees will receive up to a total of \$300 (\$150 for regular part-time positions) per calendar year. Wabasha County contributions of \$75 will be allocated each quarter on January 1, April 1, July 1, and October 1.

Eligible expenses must be incurred during the same calendar quarter in which they are claimed for reimbursement. Employees have 15 days following the end of the first, second, and third calendar quarter to submit eligible LSA expenses for reimbursement. Fourth quarter expenses must be submitted by December 15. **Unused quarter LSA funds automatically forfeit following the quarterly claim filing deadline and do not carry over to the following quarter or year.**

Claim Incur Start Date	Claim Incur End Date	Claim Filing Deadline
January 1	March 31	April 15
April 1	June 30	July 15
July 1	September 30	October 15
October 1	December 15	December 15

Employees who terminate employment are not eligible for reimbursement.

1.3 ELIGIBLE LSA EXPENSES

Eligible LSA expenses are generally those costs incurred by an eligible employee for health and wellness. Dependent expenses are not eligible for reimbursement under the LSA.

Eligible LSA Expenses do not include qualified medical expenses that are eligible for reimbursement under a Flexible Spending Account or Health Savings Account. LSA also cannot be used to reimburse employee benefit contributions to any health plan.

Your LSA reimbursement claim must be for a service or expense under this list. Eligible expenses must be incurred during the calendar quarter for which you are being reimbursed and submitted within 15 days following the end of the first, second, and third quarter. Fourth quarter expenses must be submitted by December 15.

Eligible expenses are determined by Wabasha County, and the list is reviewed regularly for accuracy and integrity. The list and examples demonstrate types of allowable expenses and are subject to change. Prior reimbursement of an expense does not guarantee its continued eligibility. Please consult the list of eligible expenses before submitting a claim for LSA reimbursement.

List of Eligible Expenses

- Adaptive sports (equipment, program/league fees)
- Art/Hobby Classes & Equipment/Materials
- Athletic Apparel & Shoes
- Backpacking/Camping/Hiking Gear (excludes food/nutrition supplements, weapons)
- Bicycle Repair & Bicycle Equipment
- Bicycle Sharing/Rental Programs
- Boards Games & Puzzles
- Books/Reading
- Botanical Garden/Museum/Zoo (entry fees & memberships)
- Child Jogging Stroller, Bike Seat, Bike Trailer, Baby Backpack Hiking Carrier
- Club (Social & Professional) Membership & Dues (i.e., Faculty Club, Executive Health)
- Cooking Classes
- CPR, AED, First Aid Certifications & CERT
- CSA/Produce Buy Club
- Cultural Events (i.e., lectures, exhibit, concert/performance tickets)
- Dance Classes
- Education/Class Related Fees: Course, Program & Learning Technology (employee only)
- Emotional Wellbeing, Meditation & Mindfulness Apps (i.e., Calm, Happify, Talkspace)
- Exercise/Sport Equipment & League Fees (i.e., yoga, golf, soccer, tennis, softball, pickleball)
 - o Also includes home equipment: mats, dumbbells, foam roller, resistance bands
- Exercise Machines: Indoor/Outdoor (i.e., elliptical, bike, treadmill, rower)

- Experiential and Sporting Events (i.e., escape rooms, fishing trips, hiking guides)
- Fitness Center/Club/Gym or Studio Membership
- Fitness Games for Game Consoles
- Fitness Trackers (i.e., Fitbit, Apple Watch, Garmin, Oura Ring)
- Gardening Tools & Supplies (i.e., hand tools, seeds/starter supplies, raised beds, pots, cages/stakes, composting)
- Health/Fitness Apps (i.e., Beachbody, Flo, Nike Training Club, Peloton)
- Home Air Purifier/Humidifier/Water Filter/Smoke, Radon, or Carbon Monoxide Detector
- Home Fresh Food Meal Delivery Services (i.e., Freshly, HelloFresh, Purple Carrot)
- Home Office Ergonomic Equipment & Supplies (i.e., balance-ball chair, standing desk, footrest, split-keyboard, trackball, laptop stand)
- Martial Arts & Self-Defense Classes/Membership (i.e., kickboxing, karate, krav maga, self-defense)
- Massage Services/Therapy: Non-Medical (without a prescription)
- Music – Streaming Music App/Memberships, CDs, Vinyl, Etc
- Music Classes and Instruments (i.e., guitars, drumsticks, sheet music, lessons)
- National/State Park Entrance & Camping Fees
- Outdoor Sporting-Related Expenses (i.e., license/equipment for fishing, skiing, kayaking)
- Pet Adoption, Sitting and Walking Expenses (includes walking equipment: harness, leash, lead)
- Personal Growth Coaching or Classes (i.e., life coaching, parental skill counseling, executive counseling)
- Photography/Videography Lessons & Equipment (i.e., camera, camera lens, drone)
- Physical Fitness Classes/ PersonalTraining or Sports Lessons (i.e., yoga, spinning, CrossFit, pickleball, tennis)
- Race Registration Fees (i.e., marathon, triathlon, Pelotonia)
- Scales for Food & Body Weight
- Sleep Support Products/Apps (i.e., blackout curtains, eye mask, orthopedic pillows, white noise, weighted blanket, Yours App, Sleep Reset)
- Stress Management Classes
- Weight Management/Nutritional Programs & Apps: Non-Medical (i.e., Noom, WW)

List of Ineligible Expenses

Such as but not limited to:

- Any expenses not explicitly listed

- Weapons, weapon components or ammunition
- Items illegal for procurement
- Sports betting/lottery/gambling apps and games
- Marijuana in any form
- E-cigarettes, vaping and tobacco products
- Restaurants and alcohol

1.4 FILING A LSA CLAIM

Employees have 15 days from the end of the first, second, and third calendar quarter to submit a reimbursement request for eligible expenses incurred in that quarter. For example, employees have until April 15, 2024, to submit reimbursement claims for purchases made January 1 – March 31, 2024. Unused LSA funds are automatically forfeited at the end of each calendar quarter's claim filing deadline and do not carry over to the following quarter or year.

The employee must complete the LSA Reimbursement Form and attach an itemized receipt or proof of payment for each item of expense to the Human Resources Office (see attached form). The employee must indicate on the form the eligible expense from the list above.

Employees who terminate employment are not eligible for reimbursement.

1.5 TAXATION

Employees will be taxed on LSA funds. The expenses that may be reimbursed from an LSA do not qualify as exempt from state or federal income taxes. Payments made to an employee from the LSA are considered taxable income at the time of reimbursement. Employees will not pay taxes on unused LSA funds because there is no right to claim or control forfeited LSA funds. Wabasha County will receive a record of reimbursements and report the income and mandatory deductions in employees' regular pay shortly after reimbursement. Wabasha County makes no representations regarding the taxation of LSA.

1.6 MISCELLANEOUS

Wabasha County shall administer the program on a reasonable and nondiscriminatory basis and shall apply uniform rules to all persons similarly situated.

If an amount paid under this program is later determined to be a mistake, in excess of benefits actually due, or of an ineligible benefit or amount, Wabasha County shall have the right to recover the excess payment(s) from the person to whom payment(s) was made. If an Eligible Employee fails to repay an overpayment upon request, the amount may be offset against any future benefits that are properly payable or reimbursable under the program or have such amount withheld from compensation owed to the eligible employee (to the extent permitted by law).

This program is not a contract for employment and provides no person any legal or equitable rights against Wabasha County unless provided expressly herein.

LSA benefits are non-assignable and encumbrance of any sort shall be void. Eligible employees shall have no right to any assets of the LSA upon termination, except as provided herein.

Wabasha County unilaterally reserves the right to amend or modify the LSA at any time for any purpose or for no purpose, and further reserves the right to terminate the LSA at any time in whole or in part.

This program is being funded through a Southeastern Service Cooperative dividend and once funds have been expended, this program may terminate.

Lifestyle Spending Account (LSA) Reimbursement Request Form

Employee Name: _____

Address: _____

Vendor Name	Date of Transaction	Amount	List of Eligible Expense

The employee must indicate on the form the eligible expense from the list provided. The employee must complete the LSA Reimbursement Form and attach an itemized receipt or proof of payment for each item of expense to the Human Resources Office

By submitting this form to Wabasha County, I certify the information is accurate and the expenses incurred were for myself. I understand that Lifestyle Spending Account reimbursements are taxable, and taxes will be withheld from my wages for this reimbursement. In addition, I have read the Reimbursement Request at the bottom of the page and agree to adhere to all terms specified. I understand that if I do not follow the instructions my reimbursement maybe delayed or denied.

Signature: _____ Date: _____

Request Instructions:

- Complete the form in its entirety.
- Submit one expense per row, even if items are contained on the same receipt.
- Label the receipts to correspond with the form.
- If you have more items than the form can accept, use additional forms.
- Do not "lump" or "group" items together.
- All claims are subject to deadlines, as defined in the policy.
- The expenses you submit must qualify as valid expenses under the terms of the policy.
- Forward the reimbursement form to Human Resources or HR@co.wabasha.mn.us

Board of Commissioners

Wabasha County

Date:

January 7, 2025

Agenda Item Number: 9.0 I

Agenda Item:

Appoint Extension Committee Member – Leann Kruger

Requested Action:

Fiscal Impact:

Background/Recommendation:

Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research. On the local level, the objective is to identify what the community's needs are and to find the resources to address them.

To deliver the services that support that mission, the County contracts with the University of Minnesota ("U of M") who in turn provides a Program Coordinator to oversee the programming. To oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.

The County Extension Committee is authorized by Minnesota Statute to discern the particular needs of the county and to implement a program fulfilling the goals of the people of the County and of the Minnesota Agricultural Extension Service. County Extension work includes educational programs and services provided by Extension agents in the areas of agriculture, economic and human development, community leadership, and environment and natural resources.

The Committee is seeking the appointment. The term of the appointment for Ms. Kruger will be for three years.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

Wabasha County Board of Commissioners

Resolution No: 2025-002

Whereas, Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research.; and

Whereas, to oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.; and

Whereas, the Committee is seeking Leanne Kruger's appointment; and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners appoints Leanne Kruger to the Wabasha County Extension Committee for a three-year term which would expire on December 31, 2027.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 J

Date:

January 7, 2025

Agenda Item:

Extension Committee Re-Appointment

Requested Action:

Re-Appoint Ken Jacob

Fiscal Impact:

Background/Recommendation:

The County Extension Committee consists of nine members, including six county residents that are appointed by the County Board. Wabasha County also includes up to 2 4-H youth representative members. Ken Jacob has completed his first 3-year term and would like to be appointed to a second term on the Extension Committee. The Extension Committee recommends appointing Ken Jacob to a second term which will complete December 31, 2027.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No: 2025-003

Whereas, Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research.; and

Whereas, to oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.; and

Whereas, the Committee is seeking Ken Jacob's re-appointment; and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners re-appoints Ken Jacob to the Wabasha County Extension Committee for a second three-year term which would expire on December 31, 2027.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 K

Date:

January 7, 2025

Agenda Item:

Extension Committee Re-Appointment

Requested Action:

Re-Appoint Heather Raths

Fiscal Impact:

Background/Recommendation:

The County Extension Committee consists of nine members, including six county residents that are appointed by the County Board. Wabasha County also includes up to 2 4-H youth representative members. Heather Raths has completed her first 3-year term and was supposed to be reappointed at the beginning of 2024, but was missed and would like to be appointed to a second term on the Extension Committee. The Extension Committee recommends appointing Heather Raths to a second term which will complete December 31, 2026.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No: 2025-004

Whereas, Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research.; and

Whereas, to oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.; and

Whereas, the Committee is seeking Heather Raths re-appointment; and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners re-appoints Heather Raths to the Wabasha County Extension Committee for a second three-year term which would expire on December 31, 2026.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 L

Date:

January 7, 2025

Agenda Item:

Transfer Local Affordable Housing Aid to Housing Trust Fund

Requested Action:

Transfer \$202,200 in Local Affordable Housing Aid to Establish a Housing Trust Fund

Fiscal Impact:

None, transfer of aid.

Background/Recommendation:

In 2024 Wabasha County established a local housing trust fund. It's being requested to transfer the Local Affordable Housing Aid that was received in 2023 and 2024, a total of \$202,200 to fund the housing trust that is being administered for the County by SEMMCHRA.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No: 2025-005

Local Affordable Housing Aid Fund Transfer to Local Housing Trust Fund

Whereas, in 2024 established a Local Hosuing Trust Fund.

Whereas, the Wabasha County received \$101,100 in 2023 and \$101,100 in 2024 of Local Affordable Housing Aid that can be used to fund the Local Housing Trust Fund; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the entirety of the Local Affordable Housing Aid, \$202,200, be transferred yo Local Housing Trust Fund.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 M

Date:

January 7, 2025

Agenda Item:

Approve Statewide Affordable Housing Use of Funds Agreement

Requested Action:

Fiscal Impact:

Background/Recommendation:

Wabasha County has dedicated its Statewide Affordable Housing Aid for the creation of a Local Housing Trust Fund (“Trust”). This Trust Fund shall be a permanent endowment and continually renewable source of revenue to meet the desired needs of the County. As SEMMCHRA is administering the funds for the benefit of the Housing Trust, a “Use of Funds Agreement” needs to be executed. That agreement outlines the roles and responsibilities of the County and SEMMCHRA.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-006

Approve Statewide Affordable Housing Use of Funds Agreement

Whereas, in 2024 established a Local Hosuing Trust Fund.

Whereas, the Wabasha County received \$101,100 in 2023 and \$101,100 in 2024 of Local Affordable Housing Aid which was transferred to the Local Housing Trust Fund which is administered by SEMMCHRA on behalf of the County; and

Whereas, because SEMMCHRA is administering the funds for the benefit of the Housing Trust, a “Use of Funds Agreement” needs to be executed. That agreement outlines the roles and responsibilities of the County and SEMMCHRA.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that,
approves the Statewide Affordable Housing Use of Funds Agreement

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

WABASHA COUNTY
STATEWIDE AFFORDABLE HOUSING AID USE OF FUNDS AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into this __ day of September, 2024 (the "Effective Date"), by and between the County of Wabasha, a municipal corporation and political subdivision of the State of Minnesota, whose principal address is 625 Jefferson Avenue, Wabasha, Minnesota 55981 (the "County") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority whose principal address is 134 East Second St, Wabasha, MN 55981 (the "Authority") (collectively referred to as the "Parties").

WHEREAS, the 2023 Minnesota Legislature created "Statewide Affordable Housing Aid (SAHA), providing statewide housing assistance to certain units of government to develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing; and

WHEREAS, the County received \$202,200 in SAHA funding from the State of Minnesota for CY2023 and CY2024; and

WHEREAS, the County has established a Wabasha County Affordable Housing Trust Fund through Ordinance, which is to be administered by the Authority; and

WHEREAS, any expenditures or disbursements of funds from the Housing Trust Fund by the Authority will be in accordance with Ordinance requirements; and

WHEREAS, the County has allocated \$202,200 of SAHA funding from CY23 and CY24 to the Housing Trust Fund; and

WHEREAS, the Authority will seek County guidance on timeline to produce and administer a Request for Proposal process for funds available in the Housing Trust Fund; and,

WHEREAS, starting in 2025, the Authority will provide the County all information necessary at least 30 days prior to the due date of the report for the Minnesota Housing Finance Agency or other agencies; and

NOW THEREFORE, in accordance with Wabasha County Board Resolution [2025-006], and consideration of the Parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide Authority with authorization and guidance on the use of SAHA Funds for the Wabasha County Housing Trust Fund.

2. Eligibility. The Parties acknowledge that Authority meets the requirements to receive and administer the funds, including but not limited to:
 - a) Authority has been identified as the administrating entity for the Wabasha County Affordable Housing Trust Fund through ordinance.
 - b) Authority has extensive experience in owning and operating affordable housing; capital and rehabilitation projects; establishing and operating programs for affordable housing; measurable and quantifiable performance indicators; and administering Federal, State, Local, and private funding.
3. Transfer Amount. The total amount of funds to be transferred to Authority by 01/10/2025 is \$202,200. Authority shall use funds in accordance with the Wabasha County Affordable Housing Trust Fund Ordinance with guidance from the County. Authority is not entitled to any additional Grant Funds under this Agreement but may apply for SAHA funds as part of a request for proposals.
4. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from the State of Minnesota' State Affordable Housing Aid. The County has no independent obligation to provide the Authority with funds from any other source.
5. Maintenance of Records. The Authority shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, date and other evidence that reflects Authority's and Authority's grantees expenditures of funds. The County may at any time review the documentation to determine the Authority's conformance with the requirements of SAHA, and the Authority shall make available to the County, upon request, all the Authority's records and documents with respect to this Agreement.
6. Compliance with Federal, State, and Local Laws. The Authority shall comply with and obey all applicable federal, state, and local laws, regulations, and ordinances. The County shall notify the Authority with any changes to relevant laws to ensure adherence. This notification shall be in the form of an amendment to this agreement. Should the Authority receive proper notification and spending of the SAHA Funds be inconsistent with applicable laws or the provisions of this Agreement, the County has the right to request from the Authority, the return of any portion of the Funds that are determined to have been spent in violation of the applicable laws.

7. Grant Funds: SAHA funds must be expended or allocated to a project by December 31, 2027; otherwise, funds will be returned to the State of Minnesota. If by July 1, 2027, the Authority has fulfilled the requirements and guidance provided by the County, and the total requested from SAHA through the Housing Trust Fund is less than the total amount of SAHA provided, the Authority may use remaining SAHA funds for preservation and rehabilitation on Authority owned properties in Wabasha County.
8. Reporting: Jurisdictions receiving SAHA are required to report their use of these funds to Minnesota Housing starting in 2025. Additional guidance will be provided on this process and the Authority will provide information necessary to the County so the County can complete this report. At least one-month lead time will be provided to the Authority to gather and send the information to the County. The County will complete all reporting requirements upon receipt of required documents from the Authority.
9. Indemnification. Authority shall indemnify and hold harmless the County and its elected officials, employees, and agents harmless from any and all liability, damages, claims, penalties, and judgements, whether alleged or actual, of whatever nature arising from bodily injury, death, or property damage sustained by Authority, its employees, officers, contractors, consultants, representatives, agents, members, volunteers, assigns, the tenants of the benefitted properties identified above in Paragraph 2 of this Agreement, or any other third-party alleging to have been harmed in any way related to or arising out of this Agreement and the Project constructed with the Grant Funds.
10. Amendment. The Parties acknowledge that the State of Minnesota may request changes to the SAHA Funds or its provisions. Any changes or revisions to the SAHA Fund terms and conditions that are applicable to this Agreement shall be incorporated by amendment of this Agreement, following written notice by the County to the Authority.
11. Notice. All notices under the Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier services, with delivery receipt requested; or (d) sent by facsimile or e-mail communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to the County: County of Wabasha, Minnesota
Attn: Michael Plante, County of Wabasha
625 Jefferson Avenue
Wabasha, Minnesota 55981

If to the Authority: Southeastern Minnesota Multi-County Housing and
Redevelopment Authority (HRA)
Attn: Buffy Beranek
134 East Second Street
Wabasha, MN 55981

12. Termination. If Authority fails to fulfill its obligations pursuant to the terms and conditions of this Agreement, the County may terminate this Agreement upon written notice to the Authority specifying the reason for termination.
13. Severability If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement and all remaining terms and provisions of this Agreement will remain binding and enforceable.
14. Entire Agreement. This Agreement, the relevant closing documents, including any amendments to those documents, constitutes the entire agreement between the Parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the Parties.
15. Assignment. Neither party will transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.
16. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
17. Minnesota Law Applies. This Agreement shall be controlled by the laws of the State of Minnesota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.
18. Electronic Signatures. The Parties agree that electronic signature to this Agreement shall be as valid as an original signature of the Parties and shall be effective to bind the Parties to this Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(Remainder of page intentionally left blank.)

COUNTY:

COUNTY OF WABASHA, MINNESOTA

Date: _____

BY: _____
Cheryl Key, Chair

BY: _____
Michael Plante, County Administrator

[Signatures continued on the following page.]

AUTHORITY:

SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

Date: _____

BY: _____

Buffy J. Beranek

ITS: _____
Executive Director

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 N

Date:

January 7, 2025

Agenda Item:

2025 Wabasha County Fee Schedule

Requested Action:

Approve changes to the fees as presented

Fiscal Impact:

Determines amount of fees collected to help offset costs incurred.

Background/Recommendation:

The fee schedule is reviewed by department heads on an annual basis. Changes, corrections and clarifications to the schedule have been attached. It is the responsibility of the department head to schedule a public hearing for any changes requiring public input. The Finance Director recommends approval.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No: 2025-007

Whereas, the Wabasha County Fee Schedule is reviewed on an annual basis by department heads; and

Whereas, the Fee Schedule includes both fees set by the County and outside agencies; and

Whereas, the 2025 Proposed Fee Schedule has been attached.

Now therefore be it resolved by the Wabasha County Board of Commissioners that the attached 2025 Fee Schedule is approved.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Wabasha County Fee Schedule Changes

2024 Approved

2025 Requested Change

HIGHWAY-OTHER GOVERNMENT AGENCY USE ONLY

Pickup Truck	\$15.00 / Hour + Operator	\$20.00 / Hour + Operator
Truck 10 C.Y. Hauling	\$70.00 / Hour + Operator	\$75.00 / Hour + Operator
Truck 10 C.Y. Plowing & Sanding	\$80.00 / Hour + Operator	\$85.00 / Hour + Operator
1-Ton Truck	\$25.00 / Hour + Operator	\$30.00 / Hour + Operator

JAIL

Boarding

House Inmates for Another County	\$65 / Day	\$70 / Day
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GIS

Beacon Subscription-24 hour / User	\$9.00	\$11.00
Beacon Subscription-Annually / Account	Beacon Subscription-Annually / Account	Beacon Subscription-Annually / Single-User
Beacon Subscription-Annually / Additional User(s)	Beacon Subscription-Annually / Additional User(s)	Beacon Subscription-Annually / 2-12 Users \$410.00

PLANNING AND ZONING

Building Permit

Air Conditioning Permit-added 4/26/2005	\$47.00	\$63.50
*Cancellation Fee-Based on Cost Incurred	-	65% of permit fee
Demolition Permit- Added 6/21/2005	\$80.00	\$176.00
Fireplace Permit-Added 4/26/2005	\$40.00	Fireplace Conversion / \$63.50
Furnace Permit-Added 4/26/2005	\$47.00	\$63.50
Gas Line Permit-Added 4/26/2005	\$40.00	\$63.50
Mechanical Permit	\$30.00	\$36.00
MFG/Blocks Permit-Added 4/26/2005	\$83.00	\$221.00
MFG/Piers Permit-Added 4/26/2005	\$120.00	\$221.00
Plumbing Permit	\$30.00	\$36.00
Re-Roofing Permit	\$40.00	\$63.50
Siding Permit-Added 4/26/2005	\$40.00	\$63.50
Unit Heater Permit-Added 4/26/2005	\$47.00	\$63.50
Water Heater Permit-Added 4/26/2005	\$47.00	\$63.50
Fireplace Conversion	-	\$137.00

General Fees for Solid Waste, Planning & Zoning, Community & Environmental Health

Permit After the Fact	Double Fee through 12-31-2007 - Triple Fee after	Triple Fee
Late Tonnage Report Infraction Fee	-	\$100.00
Research Fee / Hour	\$20.00	\$30.00

Wabasha County 2025 Fee Schedule - Proposed

GENERAL FEES

Faxing and Photocopying (County and Non-County Materials)

Fax	\$ 0.25 / Page
Fax-International	\$7.00 First Page, \$4.00 Each Addtl Page
Photocopies*	\$.10 / Page 8 1/2" x 11" and 8 1/2" x 14" \$.20 / Page 11" x 17"
	\$.70 / Page 8 1/2" x 11" and 8 1/2" x 14" Color Copy
	\$1.00 / Page 11" x 17" Color Copy
	\$10.00 / Page Large Format (Over 11" x 17")

***For copies in excess of 100 pages of letter or legal sized black and white documents, actual charges may be required if they exceed the per page charge**

Photocopies-Central Services
Reproduction of DVDs

10% Above the Normal Fee Schedule
\$5 / Copy, County Furnished DVD
\$2 / Copy, DVD Provided
No Charge if Provided for Public Broadcast

Other General Fees

Reproduction of CDs	\$15 / Disk
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Sales of Computer Lists

Sales of Computer Lists 1-25 Pages	\$1.00 / Page
Sales of Computer Lists 26-50 Pages	\$.50 / Page
Sales of Computer Lists 51-100 Pages	\$.25 / Page
Sales of Computer Lists 101+ Pages	\$.10 / Page

Database Queries and Data Reports (Custom)	\$60.00 / Hour -- 1 Hour Minimum
Flash drives	1-64GB \$10, 65-128GB \$15, Over 128GB Will Vary
Labels	Base Fee \$20.00; \$.04 Each Label-Tax Included
Mailing Charges	Current Postage Rates
Notary Fee	\$1.00
Notary Fee-County Related	No Charge
Non-Sufficient Funds (NSF)	\$30.00
Print Screen	\$.25

General Fees for Solid Waste, Planning and Zoning, Community & Environmental Health

Flood Map Review Assessment / Site	\$5.00
Late Fee 15-30 Days Past Due	\$25.00
Late Fee 30-60 Days Past Due	Double Fee
Late Fee Over 60 days Past Due	Triple Fee
Permit After the Fact	Double Fee through 12-31-2007 - Triple Fee after 1-1-2008

ASSESSOR

Copies of Assessment Field Cards	\$2.50
Additional Sheets	\$.50
Phone Requests Information	No Charge (3 per day)
Written Assessment Certifications	\$1.50

AUDITOR-TREASURER

Admin/Collection of Special Assessment-Set Up	\$3.00
Admin/Collection of Special Assessment Yrly/Maint	\$1.50
Auctioneer License	\$20.00
Certified School Record	\$2.00
Certified Tax Search-Current	\$5.00
Certified Tax Search-Delinquent, GA & Specials	\$10.00
Certificate as to Taxes & Taxable Property- Top 10 Taxpayers	\$200.00
Certificate as to Taxes & Taxable Property-Top 25 Taxpayers	\$250.00
Certificate as to Taxes Collected, Delinquent and Settlements	\$60.00
Confession of Judgments	\$80.00
Delinquent Tax Publication Fee	\$40.00
Delinquent Tax Report	\$40.00
Escrow Maintenance Fee-Manual	\$5.00
Escrow Maintenance Fee-Electronic	\$2.50
Fireworks Permits (\$18.00 A/T and \$27.00 Sheriff)	\$45.00
Forfeit Land List	\$3.00

Forfeited Tax Sales Fee	\$300.00
Full File Mass Escrow with Dollar Amounts	\$300.00
Notice of Expiration-Cost of Publishing Notice	\$50.00
Notice of Expiration-Cost of Mailing Certified Mail	Current Postal Rates
Notice of Expiration-Cost of Serving the Notice	Set by Sheriff
On-Sale Liquor License (Board Resolution 5/5/09)	\$1,500.00
On-Sale Sunday Liquor License (Board Resolution 5/5/09)	\$150.00
On-Sale Liquor License Temporary 1 to 4 Days	\$50.00
Plus / Day Charge of \$10	
On-Sale Club Liquor License	Fee Based on Number of Members per State Statute
On-Sale 3.2 License Temporary 1 to 4 Days	\$20.00
On-Sale Non-Intoxicating Malt Beverage License	\$50.00
On-Sale Wine License (Board Resolution 5/5/09)	\$200.00
Off-Sale Intoxicating Liquor License	\$500.00
Off-Sale Non-Intoxication Malt Beverage License (Board Resolution 5/5/09)	\$50.00
Repurchase Fee (Board Resolution 10/20/09)	\$60.00
Research Fee	\$20-\$60 / Hour
Tax Search by Phone (Limit 3 / Day)	\$1.00
Tax Increment Finance District- Set up Fee	\$230.00
Tax Increment Finance District-Maintenance Fee	\$140.00
Transit Merchant License	\$150.00
Wabasha County Directory	\$3.00

Mortgage Registry	Amount of Mortgage X .0023
State Deed Tax	Amount of Selling Price X.0033

COURT SERVICES/PROBATION

Adult Supervised Probation - Misdemeanor	\$150.00
Adult Supervised Probation - Gross Misdemeanor	\$250.00
Random Drug Testing	\$25.00
Transfer Out Fee	\$50.00

The local correctional agency may establish a schedule of fees to defray cost associated with correctional services.

The chief executive officer of the local correctional agency may waive the fee under certain circumstances.

ELECTIONS

Registered Voter Certificate	\$2.00
Special or Requested Election Training Includes Staff and Supplies	\$100.00
Truth in Taxation Mailings	Based on Current Postage Rates
1/3 to Cities & Towns, and 1/3 to School Districts	

EMERGENCY MANAGEMENT

Sand Bags (Sand Not Included)	Small \$.25 Each, Large \$.35 Each
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EXTENSION

For Extension Information Offered by the University of Minnesota, Please go to: <http://www.extension.umn.edu>

GIS

Beacon Subscription-24 hour / User	\$11.00
Beacon Subscription-Monthly / User	\$40.00
Beacon Subscription-Annually / Single-User	\$375.00
Beacon Subscription-Annually / 2 to 12 users	\$410.00

Custom Queries, Map Creation, Data Processing, and Other GIS Custom Services \$60 / Hour, Billed 30 Min Increments

GIS Related Fees: No fee for GIS Shapefiles, Except for Parcel Data and Custom Queries as Specified Below:

Other GIS Data (Shapefile/File Geodatabase)	No Charge, Custom Queries @ GIS Hourly Rate
Ortho Imagery (MrSID or GeoTIFF)	GIS Custom Services Hourly Rate & User Must Provide FTP or External Hard Drive For Imagery

HIGHWAY

Address Sign Replacement (Includes Sales Tax and Admin Fee)	Warrantied Inventory \$7 / Sign Not in Inventory \$45 / Sign Installation \$30 / Sign
Mailbox Support (Includes Sales Tax and Admin Fee) (Includes Post, Swing Arm, Mounting Board, and Hardware)	\$80 Materials and \$70 Installation by County

Materials (Culverts, Bands, Elbows, Aprons, Bolts, Salt, Sand, Signs, Sign Posts)

New: Cost + 10% (Admin Fee)
Used: New Cost / 2 + 10% Admin Fee

Maps - Wabasha County

NO CHARGE, 11 x 17

(Oversize) \$25

(Over Weight) \$25+ESAL Cost

Permits - Transportation - Single trip

Permits - Transportation - Annual on Specific Roads 6 Axle 90k or 7 Axle 97k Forest,
Ag and Construction Materials

\$100 / Vehicle

Permits- Transportation - Annual on Specific Roads Less than 15 Miles up to 155,000

GVW

\$100 / Vehicle

Permits - Utility

Permits - Access Driveway

\$100.00 + \$100.00 / Mile for
Installations Greater than 1 Mile

\$50.00

****MN Sales Tax (7.375%) is charged as applicable**

Material Purchases Available for Governmental Entities Only-Except New Culverts for Driveway Accesses along County Highways, and Mailbox Supports for County Residents, Used Culverts, and New Bands when Purchased for Use with Used Culvert, or New or Used Sign Post When Purchased with Mailbox Support

HIGHWAY-OTHER GOVERNMENT AGENCY USE ONLY

Gasoline (County and Other Authorized Agencies Only)

Current Inventory Gas Price + \$.10 / Gallon

Air Compressor

\$35.00 / Hour + Operator

Crack filling Machine

\$35.00 / Hour + Operator

Crawler Dozer

\$85.00 / Hour + Operator

Equipment Trailer

\$15.00 / Hour

Heated Asphalt Box Trailer

\$15.00 / Hour

Hydroseeder

\$35.00 / Hour + Operator and Materials

Loader

\$70.00 / Hour + Operator

Mechanic Truck

\$25.00 / Hour + Operator

Motor Grader

\$85.00 / Hour + Operator

Pickup Truck

\$20.00 / Hour + Operator

Pipe Jetter/Pumper Truck

\$75.00 / Hour + Operator

Pneumatic Tire Roller

\$10.00 / Hour

Power Broom

\$40.00 / Hour + Operator

Sign Truck

\$40.00 / Hour + Operator

Skidsteer

\$45.00 / Hour + Operator

Steel Drum Roller

\$30.00 / Hour + Operator

Trackhoe Excavator

\$85.00 / Hour + Operator

Tractor Backhoe

\$55.00 / Hour + Operator

Tractor with Brush Cutter or Mower

\$40.00 / Hour + Operator

Truck 10 C.Y. Hauling

\$75.00 / Hour + Operator

Truck 10 C.Y. Plowing & Sanding

\$85.00 / Hour + Operator

1-Ton Truck

\$30.00 / Hour + Operator

Wacker - Compactor

\$15.00 / Hour + Operator

Operator

Employee Rate + 65% Fringe

FEES FOR EQUIPMENT APPLY ONLY TO OTHER GOVERNMENT AGENCIES

EQUIPMENT IS NOT AVAILABLE TO RENT BY THE GENERAL PUBLIC

JAIL

Boarding

House Inmates for Another County \$70 / Day

Public

Fingerprinting \$20 / Card

LICENSE BUREAU

Drivers License Fees

See the Driver & Vehicle Services Website for Current State License Fees

<https://dps.mn.gov/divisions/dvs/Pages/dvs-services.aspx>

PLANNING AND ZONING

Planning and Zoning

Appeal	\$2,000.00
Conditional Use Permit	\$400, After-the-fact \$1,000
Land Use Permit	\$0, After-the-fact \$1,000
Ordinance Amendment/Rezoning	\$500.00
Subdivision Preliminary Plat	\$500.00
Subdivision Final Plat	\$300.00

Variance	\$500, After-the-fact \$1,000
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Building Permit

Air Conditioning Permit-added 4/26/2005	\$63.50
Application for Address and Initial Installation	\$150.00
Building Permit-1997 Edition State Bldg Code-Fee Guideline	40%
*Cancellation Fee-Based on Cost Incurred	65% of Permit Fee
Demolition Permit- Added 6/21/2005	\$176.00
Fireplace Conversion	\$137.00
Furnace Permit-Added 4/26/2005	\$63.50
Gas Line Permit-Added 4/26/2005	\$63.50
Mechanical Permit	\$36.00
MFG/Blocks Permit-Added 4/26/2005	\$221.00
MFG/Piers Permit-Added 4/26/2005	\$221.00
Plumbing Permit	\$36.00
Replacement Address Sign (Materials Only)	Cost + 10% Admin
Replacement Address Sign Post (Materials Only)	Cost + 10% Admin
Re-Roofing Permit	\$63.50
Siding Permit-Added 4/26/2005	\$63.50
Unit Heater Permit-Added 4/26/2005	\$63.50
Water Heater Permit-Added 4/26/2005	\$63.50

Citations For Zoning Violations

Bluffland Grading Violation	\$800.00
Creation of Lot Without Required Survey	\$500.00
Failure to Obtain Conditional Use Permit	\$500.00
Failure to Obtain a Grading Permit	\$500.00
Failure to Obtain Building/Land Use Permit	\$500.00
Non-Operating/Non-Licensed Vehicles Stored in the Open	\$200.00
Setback Violation	\$500.00
Shoreland Buffer Violation	\$800.00
Shoreland Grading and Filling Violation	\$800.00
Violation of Building/Land Use Permit	\$500.00
Violation of Conditional Use Permit	\$500.00
Violation of Floodplain Provision	\$800.00
Failure to Keep Property Reasonably Neat and Clean	\$200.00
Violation of Nonmetallic Mining Provisions	\$600.00
Violation of Sign Provisions	\$100.00
Violation of Variance	\$500.00

General Fees for Solid Waste, Planning & Zoning, Community & Environmental Health

Document Charge / Page	\$1.00
Flood Map Review Assessment / Site	\$5.00
Permit After the Fact	Triple Fee
Late Tonnage Report Infraction Fee	\$100.00
Late Fees for failed on-time payment:	
Late Fee 15-30 Days Past Due	\$25.00
Late Fee 30-60 Days Past Due	Double Fee
Late Fee Over 60 Days Past Due	Triple Fee
Research Fee / Hour	\$30.00

Individual Sewage Treatment System Fees

ISTS Permit	\$390.00
Type IV Septic System (Flow Rated Over 2,500 Gallons / Day)	\$700 Base Fee + \$65/Hour for Addtl Inspects/Svcs
Type IV & Type V Operating Permit, Annual	\$85.00
ISTS Permit-Tank Only	\$160.00
Renewal (12 Months-One Time Only)	\$75.00
Privy Permit	\$150.00
Additional Site Visit Fees	\$125.00

*Cancellation of ISTS Permits

A) If Applied to Another Permit with Same Calendar Year-Full Funds Transferred
B) If Check is Issued for Refund-Less 20% of Permit Fee

Water Test Fees ** No Refunds on Water Tests

Anions (Nitrate, Fluoride, Chloride, Sulfate & Nitrite)	Lab Fee + 10%
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Coliform Bacteria & Anions
Coliform Bacteria
UPS Return Shipping

Lab Fee + 10%
Lab Fee + 10%
Based on Current Postage Rates

Well Fees

Annual Maintenance Permit	\$125.00
Well Construction (Includes \$20 State Surcharge)	\$300.00
Well Sealing (Includes \$5 State Surcharge)	\$30.00
Well Permit Renewal (12 Months-1 Time Only)	\$75.00
Late Fees	See General Schedule

General Fees For Public Health Environmental

Document Charge / Page	\$1.00
Research Fee for Real Estate Agent	\$60.00

Late Fee

Late Fee 1-7 Days Past Due	\$100.00
Late Fee 8 Days or More Past Due	Double Fee

PUBLIC HEALTH

Copies of Medical Records	\$13.79 plus \$1.05 / page
Foot Care / Visit	\$130.00
Immunization	Cost of Vaccine plus \$15
Influenza Vaccine	Cost of Vaccine plus \$15
In Office Blood Pressure Checks	\$10.00
Nursing/Case Manager/Care Coordinator / Hour / Visit	\$200.00
Paraprofessional / Hour	\$60.00
Tobacco License-Annual	\$225.00
Tobacco Ordinance Violations - Administrative Fines	1st \$200; 2nd \$500; 3rd or Subsequent \$750

RECORDER

Amended Floor Plan, Condominium, Cic Plat or Amend	\$.50 / Apartment or Unit With a \$56.00 Minimum
Certified Copy of Document	\$10.00
Certified Copy of Plat /Plat	\$15.00
Copy of Plat (Complete) / Plat	\$10.00
Copy of CIC or Condo Floor Plan	\$1.00 / Page
Document Copies	\$1.00 / Page
Documents Containing Multiple Assignments, Partial Releases or Satisfactions	\$46.00 with 4 Documents Citations or Less \$10.00 for Document Cited Over 4
Monthly Subscription Fee / User	\$30.00
Plain Copy -Electronic/Manual	\$1.00 / Page
Plats/CIC/Condominium Floor Plans	\$56.00
Recording Fee	\$46.00
Research Fee	\$20.00 / Hour
RecordEase Web Fee Schedule:	
Search Fee	\$0.50
Set-Up Fee (One-Time Fee)	\$100.00
View Recorded Documents	\$1.50
View Certificates of Title (Torrens)	\$2.50
View Tract Card	\$2.50
Well Certificate Fee	\$50.00

Torrens:

All Deeds Changing Fee Ownership	\$46, \$40 Each Addtl Certificate Thereafter
All Other Documents	\$46.00 / \$20.00 for Multiple Certificate Entries Thereafter
Amended Floor Plan	\$56.00
Amendment to CIC Declaration and Plan	\$46, \$20 Each Additional Copy
Certified Copy of Certificate of Title	\$10.00
Certified Copy of Registered Land Survey	\$30.00
Certified Copy of Document	\$10.00
CICCT	\$40.00
Condominium or CIC Plat or Amendment	\$56.00
Copy Non-Certified	\$10.00
Document Copies	\$1.00 / Page
Exchange Certificate	\$20.00 / Cancelled, \$20.00 / New

Original Registration	Call Registrar of Titles-Fees Based on
Plats	Order to Register Land Title \$56.00
Plats/CIC/Condominium Floor Plans	\$56.00 /\$40.00 for Each New Certificate Thereafter
Registered Land Survey	\$56.00
Residue Certificate	\$40.00
Section 515B CIC Affection 2 or More Units	\$46, \$10 Each Additional Affected Certificate
Well Certificate Fee	\$50.00

Vital Records

Certified Birth Record	\$26.00
Uncertified Birth Record	Each Additional Copy \$19.00
Certified Death Record	\$13.00
Uncertified Death Record	\$13.00
Marriage License	Each Additional Copy \$6.00
Certified Marriage Record	\$13.00
Notary Commission Filing	\$115.00
Ordination Filing Fee	(Reduce by \$40.00 With Proof of Classes Form)
	\$9.00
	\$20.00
	\$40.00

SHERIFF

Accident Report Change 9/1/2006	\$0.25
CD/DVD for Photo, Reports, Etc--ADDED 4/06/05	\$10.00
Certificate Of Sale of Real Estate	Included in Sale
Civil Division/Administrative Fee (Covers Copies and Filings)	\$5.00
Commission of Execution \$1-\$1,000	8%
\$1,001-10,000	6%
Over \$10,000	4%
Commission of Execution on Child Support Judgment	4%
Copies, Inventory (On Executions)	\$2.00
Copies, Video Tapes / Tape	\$25.00
Dangerous Dog	\$100.00
Driver's License Check	\$5.00
Execution (Officer's Hourly Rate of Pay) / Hour	\$100.00
Execution Returned Unsatisfied 9/1/2006	\$100.00
Fingerprints	\$20.00
Impound Lot Fee / Day	\$20.00
License / Animal, Up to \$250 Max (Dangerous Dog)	\$25.00
Lost Affidavit of Service of Process	\$5.00
Mechanic Lien Sale	\$250.00
Mortgage Foreclosure Sale 9/1/2006	\$100.00
Mortgage Foreclosure Copies/Research / Case	\$5.00
Notice of Intent to Redeem	\$100.00
Permit to Carry - Background Check	\$10.00
Permit to Carry Handgun (New In-State Resident)	\$75.00
Permit to Carry Handgun (New Active/Retired Military & Law Enforcement)	\$25.00
Permit to Carry Handgun (New Out of State Resident)	\$100.00
Permit to Carry Handgun (Renewal In-State Resident)	\$50.00
Permit to Carry Handgun (Renewal Active/Retired Military & Law Enforcement)	\$25.00
Permit to Carry Handgun (Renewal Out of State Resident)	\$75.00
Permit to Carry Handgun (Data Change)	\$10.00
Permit to Carry Handgun (Reissue Lost/Destroyed)	\$10.00
Photos	\$10.00
Photos up to 4 / Page--ADDED 4/6/05	\$5.00
Posting Three Notices of Sale 9/01/2006	\$100.00
Postponing Mortgage Foreclosure Sale	\$5.00
Quiet Title Actions (Attorney Needs "Not Found" Affidavit on One or More Defendants - They Know We Won't Be Able to Locate Defendants in All Likelihood But Officer Does Diligent Search Before Preparing Affidavit)	\$100.00
Reprint (Photos)	\$6.00
Seizure of Property on Replevin, Order of Seizure, Writ of Attachment, Execution or Any Other Court Ordered Papers. (Per Hour / Deputy)	\$100.00
Service of Civil Papers (Maximum of 5 Attempts) 9/1/2006	\$100.00
Service for Eviction Papers	\$100.00

Site Inspection (Dangerous Dog)		\$50.00
Standing by on Property Exchange on Writ of Restitutions (Evictions) and Other Court Orders. (Per Hour / Deputy)		\$100.00
Storage of Firearm(s) - Court Ordered	Per Day / Up to 10 Items	\$5.00
	Per Day / 11 to 20 Items	\$10.00
	Per Day / 21 to 30 Items	\$20.00
	Per Day / 30+ Items	\$30.00
Supplemental Report / Page		\$0.25
Per Hour, with Minimum Charge of \$60.		
Securing Property in Replevin or Attachment or on Mortgage Foreclosure Reinstatement Fee		\$250.00
Officer Hourly Rate - to be Charged Only in Hour Increments		\$100.00
Vehicle License Plate		\$5.00
Warrant Fee		\$50.00
Writ of Execution- When Property is Requested to be Seized and Sold		
Appropriate Deposit Fee to be Determined Depending on Objects(s) to be Seized and Sold, but Minimum Deposit will be \$1000		\$1,000.00

Any Service not Herein Enumerated, Same Fees as for Similar Duties

SOLID WASTE

Solid Waste Haulers License	\$75.00
Recycling Haulers License	\$75.00
Recycling Bins	\$5.00

SOCIAL SERVICES

See Social Services Policy and Procedures Manual

All Wabasha County Departments charging for fees shall post the Schedule of Fees for public view

Sales Tax is charged (if applicable)

Receipts are to be given out for any fees collected

All fees collected shall be deposited daily to the Finance Department

Late Fees may be charged up to the maximum listed on the Fee Schedule

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 O

Date:

January 7, 2025

Agenda Item

WNB Financial Signature Authority Updates

Requested Action:

Approve changes to the WNB Financial authorizations.

Fiscal Impact:

None

Background/Recommendation:

Signers on the WNB Financial accounts are updated as needed. The bank requires a resolution of any changes. This also ensures the County keeps the signatures updated for security purposes. Finance Director recommends approval.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

**Wabasha County
WNB Financial, N.A. Authorities**

Open or Close deposit accounts-One signature required (checking, savings, certificates of deposit)

Michael Plante
Gwen Bruegger
Melissa Dorn

Deposits (all accounts):

Gwen Bruegger	Francie Warren	Roxann Halverson
Kathi Wallerich	Melissa Dorn	Shannon Van Allen

Deposits (Jail Inmate account):

Any of the above listed individuals
Brenda Balow
Michael Timm

Wire Transfers-Two signatures required

Gwen Bruegger
Michael Plante
Melissa Dorn
Roxann Halverson

Authorized to make changes to employees authorized to initiate or approve electronic fund transfers (ACH)

Michael Plante
Gwen Bruegger
Melissa Dorn

Authorized to sign or endorse checks or orders for payment of money, make internal bank transfers -One signature required

A/C XX0162 – Main Operating Account
Cheryl A Key (Board Chair)
Rick Powers (Board Vice Chair)
Gwen Bruegger
Michael Plante
Melissa Dorn

A/C XX01239 – MMDA
Cheryl A Key (Board Chair)
Rick Powers (Board Vice Chair)
Gwen Bruegger
Michael Plante

Melissa Dorn

**Wabasha County
WNB Financial, N.A.
(cont'd)**

A/C XX526 – EFT Drop Box

Gwen Bruegger
Lyn Wolf
Carrie Hager
Roxann Halverson
Melissa Dorn
Shannon Van Allen

A/C 0XX1928-Jail Inmate Account

Authorized Signers:
Gwen Bruegger
Melissa Dorn
Stacy Wilhelm
Susan Miller
Amanda Putzier
Danielle Baker
Matthew Dornink
Jesse Hebig

A/C xx170 – Refund Account

Gwen Bruegger
Melissa Dorn
Francie Warren
Roxann Halverson

A/C xx577 – Reads Landing Sewer District

Gwen Bruegger
Melissa Dorn
Carrie Hager

A/C xx154 – Social Welfare Fund

Gwen Bruegger
Melissa Dorn
Rebecca Lukes
John Dahlstrom

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 P

Date:

January 7, 2025

Agenda Item:

Authorize/Direct Appointments & Actions Relating to Fiscal Activities

Requested Action:

Approve resolution as presented

Fiscal Impact:

None

Background/Recommendation:

Annually the Board authorizes and directs appointments relating to fiscally related activities. No changes have been made to prior year's approvals. The Finance Director recommends approval.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-009

Authorize/Direct Appointments & Actions Relating to Fiscal Activities

Be it Resolved, That the Wabasha County Board of Commissioners hereby approves retroactively to January 1, 2024 the payment for necessary express, freight, telephone, water, light, e-bay, expenses related to an emergency, debt service payments, partial payments on approved highway contracts and other utility charges to be paid on the Warrant of the County Auditor/Treasurer, upon receipt of itemized bills pursuant to MS 375.16.

Be it Resolved, That the Wabasha County Board of Commissioners hereby approves retroactively to January 1, 2025 the payment for necessary charges to be paid on the Warrant of the County Auditor/Treasurer to avoid finance charges, upon receipt of itemized bills.

Be it Resolved, That the Wabasha County Board of Commissioners hereby approves retroactively to January 1, 2025 the payment due to other governments and payroll deductions, to be paid on the Warrant of the County Auditor/Treasurer, upon receipt of itemized bills pursuant to MS 375.15.

Be it Resolved, that the Wabasha County Board of Commissioners hereby sets the mileage reimbursement rate for 2025 at the 2025 IRS mileage rate.

Whereas, the County Auditor/Treasurer's Office currently maintains a checking account for the sole purpose of refunding over-payment of taxes and also for miscellaneous over-payments or payments made in error,

Be it Resolved, the County Auditor/Treasurer is authorized to maintain a checking account for overpayment of taxes and also for refunds of miscellaneous over-payments or payments made in error as required by all Wabasha County Departments.

Whereas, it is in the best interest of Wabasha County to reduce administrative costs and increase departmental efficiency, and

Whereas, costs are increasing to mail refunds of overpayments and return documents not processed because of underpayments,

Be it Resolved, that the Wabasha County Board of Commissioners hereby authorizes the offices of the County Auditor/Treasurer and County Recorder to retain overpayments in amounts not exceeding \$5.00 for services of any kind. Revenue from such overpayments shall be deposited in the General Revenue fund in a timely manner, and

Be it Resolved, that the Wabasha County Board of Commissioners hereby authorizes the offices of the County Auditor/Treasurer and County Recorder to accept, at their discretion, underpayments of any kind with the deficit amount not exceeding \$5.00 and to process the document or transaction regardless of the deficiency.

Be it Resolved, that the Wabasha County Board of Commissioners hereby sets the maximum reimbursable meal allowance, for 2025, at \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner.

Be it Resolved, that any employee of Wabasha County who has funds to be deposited in a designated financial depository of Wabasha County, shall take said funds to the Office of the County Auditor/Treasurer for transfer to said depository. No employee shall personally transfer or transport funds, except for the County Auditor/Treasurer or designee thereof.

Be it Resolved, that the Wabasha County Board of Commissioners hereby approves the County Auditor/Treasurer to cash checks not to exceed \$2,000 to replenish the change fund.

Whereas, the County Board under Minnesota Statute may authorize the treasurer or chief financial officer to perform deposit and investment functions relating to public funds.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the following appointments and actions are hereby directed and approved:

1. That the Wabasha County Board of Commissioners hereby grants to Gwen Bruegger, Finance Director, the authority to designate depositories for the County of Wabasha as provided for in Minnesota Statute 118A.02 subd. 1.
2. That the Wabasha County Board of Commissioners hereby authorizes Gwen Bruegger, Finance Director and Michael Plante, County Administrator to make investments of funds under sections 118A.01 to 118A.06 of Minnesota Statutes or other applicable law.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 Q

Date:

January 7, 2025

Agenda Item:

Website Solicitation of Transportation Project Bids

Requested Action:

Adoption of Resolution 2025-010 designating Wabasha County's website as the official publication for advertisements of bids for transportation projects.

Fiscal Impact:

Without the use of website advertising, the County's costs would increase.

Background/Recommendation:

In order to comply with Minnesota Statute 331A.12 regarding website publication of transportation project bids, it is necessary for the County Board to designate the website as the official publication for transportation project bid advertisements.

Contractors on most projects in the County do not use the official newspaper as their source for construction advertisements. Wabasha County has been using a free service for posting advertisements as well as plans since September 2006. Posting projects in this manner also reduces printing and employee costs.

The Wabasha County Engineer recommends adoption of Resolution 2025-010.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-010

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that,
Wabasha County designates its Website as the official publication for advertisements for bids of
transportation projects.

Adopted this 7th day of January 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 R

Date:

January 7, 2025

Agenda Item:

County Hwy 1 Concrete Box Culvert MPCA Grant Agreement

Requested Action:

Consider adoption of Resolution No. 2025-011 agreeing to the terms and conditions of the grant agreement from the Minnesota Pollution Control Agency and authorizing the Wabasha County Engineer to execute the grant agreement

Fiscal Impact:

Without this agreement, the County cannot receive the State Pollution Control Agency grant in the amount of \$670,614.40. The funds under this agreement have been approved and are available for only this project.

Background/Recommendation:

The County applied for a State stormwater resilience grant for the proposed replacement of an existing hydraulically undersized 12'x12' concrete box culvert with an appropriately sized culvert in consideration of expected volume of water; the planned replacement is 16'x12' and 16'x11'. The funding provided by this Grant will be used in the replacement of an existing concrete box culvert that is planned to be replaced as part of the reconstruction of County Highway 1 (south of Mazeppa near Olmsted County line). The existing culvert is also not long enough to meet standard clear zone width along the road. The County is fortunate in being approved for this funding which reduces other local funding resources, making this project more feasible for the County.

The Wabasha County Engineer recommends adoption of Resolution 2025-011.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-011

Whereas, Wabasha County has applied to the Minnesota Pollution Control Agency for a grant for Stormwater Resilience for project Wabasha County Hwy 1 Concrete Box Culvert Upsize, and

Whereas, the Minnesota Pollution Control Agency has given notice that funding for this Project is available, and

Whereas, the amount of the grant has been determined to be estimated at \$670,614.40.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Wabasha County does hereby agree to the terms and conditions of the attached Grant Agreement Swift Contract Number: 257062.

Be it Further Resolved by the Wabasha County Board of Commissioners that the Wabasha County Engineer is hereby authorized to execute the attached Grant Agreement, and any amendments to, Swift Contract Number: 257062 on behalf of Wabasha County.

Adopted this 7th day of January 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk



520 Lafayette Road North
St. Paul, MN 55155-4194

Grant Agreement
State of Minnesota

SWIFT Contract Number: 257062
AI: 40693
Activity ID: PRO20240001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **County of Wabasha**, 625 Jefferson Ave, Wabasha MN 55981 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Wabasha County Hwy 1 Concrete Box Culvert Upsize** ("Project").
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** November 8, 2024, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's duties

The Grantee will contract, manage, and implement the construction of the Project. The Grantee will construct the Project, project capacity and features in a way that is consistent with documented agreed upon attributes.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be compensated for eligible costs related to the project listed in Clause 2 and as outlined in **Attachment A**, which is attached and incorporated into this agreement. Items that are determined ineligible will not be reimbursed. The total obligation includes **\$0.00** for contingency costs. The Grantee must submit a request in writing to the MPCA for approval prior to using the contingency funds.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$670,614.40 (Six Hundred Seventy Thousand Six Hundred Fourteen Dollars and Forty Cents)**

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is encouraged no later than 6 (six) months or midway through the project, whichever comes first. Emailed progress reports about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this progress report. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Copies of paid in full invoices

- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and bidding requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at <https://mn.gov/admin/osp/government/suspended-debarred/>).

4.4 Prevailing Wage

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment B**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and MPCA's Authorized Representative listed in Clause 6.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is **Aimee Duchene**, 714 Lake Avenue, Suite 220, Detroit Lakes, MN 56501, 218-846-8133, aimee.duchene@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Dietrich Flesch**, 625 Jefferson Ave, Wabasha MN 55981, 651-565-3366 ext.2, dflesch@co.wabasha.mn.us, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government data practices and intellectual property

10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

(a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or

cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or

jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State.

14.1 (a) Without Cause

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.1 (b) With Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.2 Termination by the Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) Funding is withdrawn by the Minnesota Legislature;
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, 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.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting requirements

Construction. The Grantee shall notify the MPCA when project construction begins and ends. The project needs to be available to MPCA staff during and after construction.

Progress Report. The Grantee shall provide a progress report (in a format provided by the MPCA) on a six-month schedule and whenever an invoice is submitted, or upon request. This progress report will include metrics as appropriate for the project.

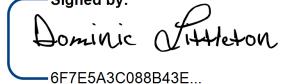
Final Report. By the date specified in the grant agreement and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, including as-builts, relevant metrics and all project deliverables identified in the application. MPCA will need to certify that the project has been constructed as described in the application.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional/corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

17. Payment to subcontractors (if applicable)

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

Signatures

Title	Name	Signature	Date
Encumbrance verification	Dominic Littleton	 Signed by: Dominic Littleton 6F7E5A3C088B43E...	November 18, 2024
wabasha County Engineer	Dietrich Flesch		

Board of Commissioners

Wabasha County

Agenda Item Number: 9.0 S

Date:

January 7, 2025

Agenda Item:

Sheriff - Authorization to Purchase two (2) Vehicles (Dodge Durango's)

Requested Action:

Consider approval of Resolution 2025-012 Authorization to Purchase two (2) vehicles and authorization for Auditor's Warrant

Fiscal Impact:

- These vehicle purchases will be paid from Capital Funds not to exceed \$111,262. This includes vehicle, installation, and equipment.
- These vehicle replacements were requested and approved in our Capital Requests for the 2025 Budget.

Background/Recommendation:

- State bids are used for comparison.
 - State Contract #184131 Release #A-174(5)
- These vehicles (Dodge Durango's) will be purchased through Dodge of Burnsville
- Total vehicle purchase, including installation and equipment, will not exceed \$111,262.
- An Auditor's warrant is requested.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No: 2025-012

Resolution Authorizing the Purchase of Two Vehicles And authorization for Auditor's Warrant

Whereas, the Wabasha County Sheriff's Office is requesting to purchase a total of two (2) vehicles from Dodge of Burnsville, and;

- Two (2) 2025 Dodge Durango's

Whereas, the money for these purchases, which includes installation and equipment, will be paid by Auditor's Warrant from Capital Funds not to exceed the amount of \$111,262.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Auditor is authorized to issue an Auditor's Warrant to the respective vendor for the purchase of two (2) vehicles.

Be it Further Resolved by the Wabasha County Board of Commissioners that the total cost for the vehicles, which includes installation and equipment, will not exceed \$111,262.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Date

Purchaser

Dodge of Burnsville
12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com
952-767-2702

State Contract # 184131 Release # A-174(5)

Allow TBD weeks for delivery from order date

Order Cutoff TBD

**2025 Durango Pursuit AWD
V6 WDEE75 2BZ Package**

Note: Please select options

Options

Base Vehicle Contract Price

\$ 39,405.00

Copy and Paste Price to add options**Seat Options**

Cloth Bucket Seats W/Rear Vinyl/Black	A7X9	\$ 145.00	\$ 145.00
Cloth Bucket Seats w/ Shift Insert/Black	C5X9	\$ -	

Functional Packages:

Technology Group	ADG	\$ 2,619.00	
Skid Plate Group	ADL	\$ 333.00	
18X8.0 Painted Aluminum Wheels	WP1	\$ 387.00	

Additional Features

Floor Carpet	CKD	\$ 145.00	\$ 145.00
Full Length Floor Console	CUF	\$ 333.00	\$ 333.00
Police Floor Console	CUG	\$ 1,076.00	
Deactivate Rear Doors/Windows	CW6	\$ 130.00	
Entire Fleet Alike Key (FREQ 2)	GXA	\$ 410.00	
Entire Fleet Alike Key (FREQ 3)	GXE	\$ 410.00	\$ 410.00
Entire Fleet Alike Key (FREQ 1)	GXF	\$ 410.00	
Entire Fleet Alike Key (FREQ 4)	GXG	\$ 410.00	
Power Liftgate	JRC	\$ 432.00	
Black Right LED Spot Lamp	LNA	\$ 676.00	
Black Left LED Spot Lamp	LNF	\$ 676.00	\$ 676.00
Security Alarm	LSA	\$ 171.00	
Delete Liftgate Badge	MT8	\$ -	
Uconnect 5 Nav w 10.1" Display (USA)	UBN	\$ 986.00	
Passenger Side Ballistic Door Panel	XDG	\$ 2,696.00	
Driver Side Ballistic Door Panel	XDV	\$ 2,696.00	

Color Options

Vapor Grey	PAS	\$ 356.00	
Blu By You Clear Coat	PBU	\$ 540.00	
DB Black Clear Coat	PXJ	\$ -	\$ -
Destroyer Grey Clear Coat	PDN	\$ 356.00	
Red Oxide	PHC	\$ 356.00	
Frostbite Pearl Coat	PCA	\$ 356.00	
Michigan State Police Blue	P79	\$ 540.00	
Night Moves	PCQ	\$ 356.00	

Date

Purchaser

Dodge of Burnsville
12101 Hwy 35W South

Todd Prissel

geofburnsville.com

952-767-2702

Octane Red Pearl Coat	PRV	\$ 356.00	
Triple Nickel	PSE	\$ 356.00	
White Knuckle Clear Coat	PW7	\$ -	

Dealer Installed Options

Engine Block Heater	DBH	\$ 460.00	
Extra OEM Key	EOK	\$ 340.00	
3 Lock Remote Start	DRS	\$ 660.00	\$ 660.00
Rust Proof & Undercoating	R&U	\$ 1,395.00	

Total Delivered Price with options Per Contract

\$ 41,774.00

Dodge Of Burnsville

12101 Hwy 35W South

Burnsville MN 55337

Todd Prissel

tprissel2dodgeofburnsville.co

952-767-2702

2025 Vehicle purchase and equipment estimates

2025 Squad Build Estimates:

Vehicle	\$45,000.00
Emergency Lights and Sirens	\$3,700.00
Cage	\$1,250.00
Console	\$790.78
Graphics	\$425.00
Floor mats	\$115.00
Equipment Installation	\$3,600.00
Tear Down	\$750.00

\$55,630.78

Board of Commissioners

Wabasha County

Agenda Item Number: 10.0 A

Date:

January 7, 2025

Agenda Item:

Set Public Hearing - Transfer of Funds from Municipal to Regular State Aid Construction Account

Requested Action:

Consider adoption of Resolution 2025-013 setting a Public Hearing on proposed transfer of County's Municipal State Aid Construction Account funds to Regular State Aid Construction Account

Fiscal Impact:

None

Background/Recommendation:

Funds in the County's Municipal State Aid Account are only available for construction projects within cities having a population of 5,000 or less. The County's Regular State Aid Account may be used for projects on State Aid highways at any location including within cities. The attached resolution is a request for the transfer of funds from the County's Municipal State Aid Account into the Regular State Aid Account. Transferring these funds enables the County to fully maximize the use of State Aid account funds in 2025.

A public hearing is required by State Statute 162.08 subd. 4 prior to the transfer of funds.

The amount of funds to be transferred is expected to be approximately \$550,000.

The Wabasha County Engineer recommends adoption of Resolution 2025-013 .

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-013

Whereas, a public hearing is needed in order to proceed in further consideration of a proposed transfer of County's Municipal State Aid Construction Account funds to Regular State Aid Construction Account; and

Whereas, a public hearing date of February 4, 2025 at 9:15am is considered appropriate.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, a Public Hearing on proposed transfer of County's Municipal State Aid Construction Account funds to Regular State Aid Construction Account is hereby authorized for February 4, 2025 at 9:15am at the regularly scheduled Wabasha County Board of Commissioners meeting.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 10.0 B

Date: January 7, 2025

Agenda Item: Awarding of the 2025 legal county newspaper

Requested Action: Open sealed bids and award to lowest bidder the 2025 legal newspaper.

Fiscal Impact: N/A

Background/Recommendation: Annual event. County Board must award and designate a county newspaper for all publications of county business.

Action:

Motion by:_____ Second by:_____

Vote Aye:_____ Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-014

Whereas, the Wabasha County Board of Commissioners has advertised to accept sealed bids for the Wabasha County legal newspaper for 2025; and

Whereas, the Wabasha County Board of Commissioners desires to open the sealed bids on Tuesday, January 7, 2025; and

Whereas, three bids were received; the Lake City Graphic, The Plainview News and The Wabasha County Herald; and

Whereas, _____ is the apparent low bidder of \$ _____ per standard advertising unit (SAU).

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby accepts the bid of the _____ as the “legal County newspaper,” to include publications of the Commissioners Proceedings, the Delinquent Tax List and other notices ordered by the County Board of Commissioners as required by law for the year 2025.

Now therefore be it further resolved by the Wabasha County Board of Commissioners hereby gives _____ until January 31st, 2025 to issue the Wabasha County a \$1,000 printers bond.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 10.0 C

Date:

January 7, 2025

Agenda Item:

John Behrns CUP request

Requested Action:

To consider approval of a Conditional Use Permit for the manufacturing of veterinary supplies with five (5) conditions as recommended by the Planning Commission.

Fiscal Impact:

None.

Background/Recommendation:

On November 20, 2024 a complete application for a Conditional Use Permit was submitted by John Behrns to amend an existing CUP to allow for the manufacturing of veterinary supplies and a change in ownership. The subject property is located in the Agricultural/Urban Fringe District (A-2) and is described as Wabasha County parcel R05.01335.00 and is located in Section 9, Township 110 North, Range 10 West, in Greenfield Township (17505 667th St., Wabasha). The Planning Commission conducted a public hearing on December 23, 2024 to hear any testimony related to the request. After considering all the testimony and facts of the matter, the Planning Commission on a vote of 5-0 recommends that the proposed CUP be approved with five (5) conditions as follows:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. There shall be no retail sales on the property.
3. All exterior illumination shall utilize downcast lighting fixtures.
4. Manufacturing hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.
5. Maximum number of employees shall be 20 FTE.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025--015

Whereas, John Behrns submitted a conditional use permit application requesting a Conditional Use Permit to manufacture of veterinary supplies. The subject property is located in the Agricultural/Urban Fringe District (A-2) and is described as Wabasha County parcel R05.01335.00 and is located in Section 9, Township 110 North, Range 10 West, in Greenfield Township (17505 667th St., Wabasha); and

Whereas, The Wabasha County Planning Commission conducted a public hearing on December 23, 2024 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 5-0) that the Wabasha County Board of Commissioners approve the Conditional Use Permit with five (5) conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves a Conditional Use Permit for John Berhns on parcel R05.01335.00 as presented with five (5) conditions:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. There shall be no retail sales on the property.
3. All exterior illumination shall utilize downcast lighting fixtures.
4. Manufacturing hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.
5. Maximum number of employees shall be 20 FTE.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Board Chair

Attest:

By: _____
Board Clerk



**Wabasha County Zoning Department
625 Jefferson Avenue
Wabasha, MN 55981
Phone: 651-565-3062 Fax: 651-565-3159**

To: Wabasha County Planning Commission
From: Joe Kaltenbach, Wabasha County Zoning Administrator
Re: John Behrns CUP request
Date: December 11, 2024

Background: On November 20, 2024 a complete application for a Conditional Use Permit was submitted by John Behrns to amend an existing CUP to allow for the manufacturing of veterinary supplies and a change in ownership. The subject property is located in the Agricultural/Urban Fringe District (A-2) and is described as Wabasha County parcel R05.01335.00 and is located in Section 9, Township 110 North, Range 10 West, in Greenfield Township (17505 667th St., Wabasha).

In 2014 John Behrns was granted a CUP to allow for the manufacturing of purses and apparel out of an existing building on parcel 05.01335.00 located in the NW ¼, Section 9, Township 110 North, Range 10 West, Town of Greenfield (17505 667th Street, Wabasha). This CUP was approved with 6 conditions:

1. There shall be no retail sales on the property.
2. A new septic system for the business shall be installed within one year from the date of approval by the County Board.
3. The CUP shall automatically be terminated if for any reason Kelly McDonald is no longer the sole owner of the manufacturing business.

4. All exterior illumination shall utilize downcast lighting fixtures.
5. Manufacturing hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.
6. Maximum number of employees shall be 20 FTE.

Mr. Behrns is requesting that the manufactured items be changed from purses and apparel to pet, horse, and cattle veterinary supplies. In addition he is requesting that condition #3 requiring Kelly McDonald to be the sole owner of the manufacturing business be changed to be a board run manufacturing business. While an amendment as to the type of products produced by the business is possible, a change in ownership is not possible. Condition #3 states that “the CUP shall automatically be terminated if for any reason Kelly McDonald is no longer the sole owner of the manufacturing business”. By changing the ownership to a board run business the existing CUP would be terminated. Therefore the requested CUP amendment cannot be made. This would have to be treated as a new CUP.

Currently the property is utilized by the applicant for residential purposes and for the existing business. The applicant wishes to change the use by including new products that will be produced. The proposed new use would be similar to the old use just with new products. This type of activity is similar to light manufacturing and is allowed as a conditional use in the A-2 District.

The property contains a dwelling and a few outbuildings. One of the existing buildings is the facility in which the light manufacturing takes place. The applicant is proposing to use the existing manufacturing building. The applicant has provided a site map with the locations of this and other structures on the property.

The property is accessed via a driveway off of 667th Street. The general area surrounding the parcel consists of residential lots and some agriculture. The closest residence to where the manufacturing facility will be located is owned by John and Monica Behrns and is approximately 480' to the south. The next closest residence is owned by Travis Edwards and Buffy Beranek and is approximately 640' to the southeast.

According to documentation supplied by the applicant this matter also went before Greenfield Township in regards to the proposed use. In summary, the Township provided the following statement regarding the matter: "John Berhns presented changes in the original CUP at Greenfield Township meeting on 11/14/2024. The supervisors saw no issues to the new proposal for use. The form was comments were provided by the Clerk of Greenfield Township, Tom Prody. A copy of this statement from Greenfield Township is included with the application.

Staff Suggested Findings:

18.05 Findings: In considering a conditional use permit application, the Planning Commission shall apply the following standards: Staff suggested findings are in **Bold**:

1. Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or would substantially diminish and impair property values within the immediate vicinity.

The intent of the A-2 District is to provide for agricultural use and urban expansion in close proximity to existing incorporated urban centers within Wabasha County by conserving agricultural land, forest lands and natural resources, and stabilizing public expenditures for

public services, until such time as urban services may become available. It is not the intent of this district to promote more urban development, but rather to promote sustainable agriculture by closely coordinating the use of land between agricultural and urban land uses. It is the intent that urban development be deferred in this District until an orderly transition from farm to urban uses can be achieved by either the annexation of areas adjacent to the incorporated limits of existing urban centers or the extension of public or other centralized sewage collection and treatment systems. Urban development should be directed to those areas not considered to be prime agricultural land. It is intended that the status of all areas in this district be reviewed jointly by the appropriate planning bodies who shall determine whether there should be a transfer of all or any part of such area to some other appropriate land use, or to indicate any changes in the existing Land Use Plan for the particular political entity or change in the Capital Program of the community affecting this district.

The Wabasha County Zoning Ordinance states that “Any use established shall be so operated that no undue noise resulting from said use is perceptible beyond the boundaries of the property on which the use is located. This standard shall not apply to incidental traffic, parking, loading, construction, farming or maintenance operations” [Chapter 9.02 (1)]. The proposed use of the property would have to adhere to this standard and all other applicable nuisance standards. It is unlikely that this proposed use would diminish property values or be injurious to other properties if all standards of the Wabasha County nuisance standards are met. The general area surrounding the parcel consists of agriculture and residential lots.

The closest residence to where the manufacturing facility will be located is owned by John and Monica Behrns and is approximately 480’ to the south. The next closest residence is owned by Travis Edwards and Buffy Beranek and is approximately 640’ to the southeast.

2. Whether the conditional use would impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.

The proposed use would not appear to impede the normal and orderly development of surrounding properties and uses in the area. Surrounding uses of land consist of agricultural and residential uses. For the previous 10 years the property has held a conditional use permit which allowed light manufacturing.

3. Whether adequate utilities, access roads, drainage, soil erosion control measures and other necessary facilities have been or are being provided.

Access to the property is from 677th Street. All traffic going to and existing from the property would have to utilize this road.

4. Whether adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Parking would need to be in the designated parking areas on the property. The existing CUP specifies that no retail sales shall take place on the property. This would eliminate any traffic from customers and limit parking to only employees.

5. Whether adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these would constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Whenever there are vehicles on gravel roads the creation of dust is possible. Traffic to the property would be intermittent and likely heaviest during regular business hours as specified

in the original CUP (8am to 5pm). Any Nuisance dust expected to occur will need to be controlled. Noise from events taking place on the property could also be a concern and the applicant would need to address and mitigate these potential issues as stated in Chapter 9.02 of the Wabasha County Zoning ordinance. Fumes and vibration would likely not be a nuisance concern given the proposed use. The applicant did not indicate any exterior lighting changes that would be utilized, but these are addressed in the original CUP. If any changes to the existing lighting are proposed they would need to adhere to the nuisance standards of Chapter 9.02 of the Zoning Ordinance.

6. Whether other factors bearing on the public health, safety and welfare would dictate either approval or grant of the conditional use permit. **The applicant's property appears to contain adequate room for parking. If More frequent or heavier traffic, such as an increase in employee traffic, or expansion of the business would need to be reviewed and amended. The applicant will need to abide by all regulations regarding the use of the business that are required by the State of Minnesota. It is not foreseen that if all the requirements regarding the use and conditions of the proposed CUP are followed that the public's health, safety, or welfare would be impacted negatively.**

Staff Recommendation and Suggested Conditions for Approval:

The manufacturing business has existed in this location for approximately 10 years. If the applicant demonstrates to the Planning Commission that the nuisances associated with this type of proposed use such as noise, light, and dust County Staff recommends approval of this CUP application.

If the Planning Commission recommends approval of this application to the County Board of Commissioners, the Planning Commission should consider the conditions as follows:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. There shall be no retail sales on the property.
3. All exterior illumination shall utilize downcast lighting fixtures.
4. Manufacturing hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday.
5. Maximum number of employees shall be 20 FTE.

Requested Action:

The County Planning Commission shall make its decision upon the application and forward its recommendations to the Board of County Commissioners. In reporting its recommendations to the Board of County Commissioners, the County Planning Commission shall report its findings with respect thereto and all facts in connection therewith, and may designate conditions and require guarantees deemed necessary for the protection of the public interest. Upon receipt of the report of the Planning Commission, the Board of County Commissioners shall make a decision upon the application for a conditional use permit.

Board of Commissioners

Wabasha County

Agenda Item Number: 10.0 D

Date:

January 7, 2025

Agenda Item:

Savannah Walsh CUP request

Requested Action:

To consider approval of a Conditional Use Permit for an event center with nine (9) conditions as recommended by the Planning Commission.

Fiscal Impact:

None.

Background/Recommendation:

On November 19, 2024 a complete application for a Conditional Use Permit was submitted by Savannah Walsh to operate an event center. The subject property is located within the Agriculture Protection (A-1) zoning district and is identified as Wabasha County parcel R03.00023.00. The property is located in Section 4, Township 110 North, Range 13 West in Gillford Township (35526 County Road 31, Lake City). The Planning Commission conducted a public hearing on December 23, 2024 to hear any testimony related to the request. After considering all the testimony and facts of the matter, the Planning Commission on a vote of 5-0 recommends that the proposed CUP be approved with nine (9) conditions as follows:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. The event center shall be operated May through October and the proposed hours are Friday 8am – 10pm, Saturday 7am – 12am, and Sunday 8am – 10pm.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on County Road 31.

5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.
7. The Conditional Use Permit shall terminate when the event center business is no longer owned by Savannah Walsh.
8. The applicant must follow all applicable local, state, and federal laws.
9. The applicant shall meet with the County Engineer to determine the safety of the site access.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-016

Whereas, Savannah Walsh submitted a conditional use permit application requesting a Conditional Use Permit to operate an event center. The subject property is located within the Agriculture Protection (A-1) zoning district and is identified as Wabasha County parcel R03.00023.00. The property is located in Section 4, Township 110 North, Range 13 West in Gillford Township (35526 County Road 31, Lake City) and;

Whereas, The Wabasha County Planning Commission conducted a public hearing on December 23, 2024 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 5-0) that the Wabasha County Board of Commissioners approve the Conditional Use Permit with nine (9) conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves a Conditional Use Permit for Savannah Walsh on parcel R03.00023.00 as presented with nine (9) conditions:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. The event center shall be operated May through October and the proposed hours are Friday 8am – 10pm, Saturday 7am – 12am, and Sunday 8am – 10pm.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on County Road 31.
5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.
7. The Conditional Use Permit shall terminate when the event center business is no longer owned by Savannah Walsh.
8. The applicant must follow all applicable local, state, and federal laws.
9. The applicant shall meet with the County Engineer to determine the safety of the site access.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Board Chair

Attest:

By: _____
Board Clerk



**Wabasha County Zoning Department
625 Jefferson Avenue
Wabasha, MN 55981
Phone: 651-565-3062 Fax: 651-565-3159**

To: Wabasha County Planning Commission
From: Joe Kaltenbach, Wabasha County Zoning Administrator
Re: Savannah Walsh CUP request
Date: December 5, 2024

Background: On November 19, 2024 a complete application for a Conditional Use Permit was submitted by Savannah Walsh to operate an event center. The subject property is located within the Agriculture Protection (A-1) zoning district and is identified as Wabasha County parcel R03.00023.00. The property is located in Section 4, Township 110 North, Range 13 West in Gillford Township (35526 County Road 31, Lake City).

Currently the existing property is utilized by the applicant for residential purposes. The applicant wishes to expand the existing use by including an event center. This use is classified as a conditional use in the Wabasha County Zoning Ordinance.

The property contains a dwelling and several outbuildings. The applicant is proposing to use the existing 50' x 100' machine shed for the event center. The applicant has provided a site map with the locations of this and other structures on the property.

The property is accessed via a driveway off of County Road 31. The applicant proposes using the existing concrete feedlot area north of the existing machine shed for parking. Overflow parking

would be to north in the grass field. The applicant estimates that approximately 40 cars can utilize parking within the concrete area of the feedlot onsite. Five handicap parking spaces would be available in the area designated on the provided site map. No parking would be allowed on County Road 31. Because the parking area is concrete and/or grass the likelihood of dust creation is low. The applicant did not specify any regular deliveries from UPS, Fed Ex, or trucks that would be taking place. They did provide that the likely deliveries to the property would be during event times for the caterers or vendors.

The general area surrounding the parcel consists of agriculture and residential lots. The closest residence to where the event center will be located is owned by Karin Ryan and is approximately 920' to the west. The next closest residence is owned by Donald and Kathy Heise and is approximately 1,450' to the east.

According to documentation supplied by the applicant this matter also went before Gillford Township in regards to the proposed use. In summary, the Township provided the following notes with the proposed request: "Savannah Walsh presented her proposal at the Gillford Township meeting Oct 7th (10-7-24) to all board members. Township approves the proposal with no comments or concerns." The form was signed by the Jordan Wright the Township Clerk. A copy of this statement from Gillford Township is included with the application.

According to the applicant drinking water will be brought from offsite and provided to the guests. The applicant and the wedding venue would be subject to the rules and regulations under the Minnesota Department of Health.

The applicant has indicated that she and her husband will be the operators of the business. The proposed business would operate 6 months of the year from May through October and the proposed hours are Friday 8am – 10pm, Saturday 7am – 12am, and Sunday 8am – 10pm. Noise and lighting from the event would be required to follow the nuisance standards of Chapter 9.02 of the Wabasha County Zoning Ordinances.

Wabasha County Highway Engineer Dietrich Flesch stated that “For southbound traffic, sight distance to the existing property access location on Hwy 63 may be less than the recommended “decision sight distance” which (used for driveways in MnDOT’s Access Policy) is 900 feet (rounded) for a 60mph posted road and could at times be limited by vegetation. It is recommended that vegetation that limits sight distance within the applicant’s/owner’s property and MnDOT’s right of way be maintained or removed to maximize sight distance for traffic for both directions. Maintenance or removal of vegetation within MnDOT’s right of way is subject to MnDOT’s approval and conditions, or may be accomplished by MnDOT’s own operations.”

Minnesota law requires state inspection of new construction, change of use, alterations or additions to a place of public accommodation (PPA) designed for 100 or more people. A PPA is a publicly or privately owned facility with an occupant load of 100 or more people and is a sports or entertainment arena, stadium, theater, community or convention hall, special event center, indoor amusement facility or water park or indoor swimming pool. The applicant has indicated that the proposed event center would have a capacity of 250 people and would need to meet all the requirements of one. Buildings must meet current gravity load criteria (dead load + live load + snow load) and current lateral (wind) load criteria. These must be demonstrated with certified calculations. Must demonstrate and provide accessible parking, an accessible route to an

accessible entrance, an accessible route within to every primary function area and public space, and accessible toilets. If primary functions are not on the accessible level, provide an elevator. Provide the number of water closets, lavatories, sinks and drinking fountains required by Minnesota Building Code, Chapter 29. Portable toilets are not acceptable except for outdoor stadiums. Provide means of egress compliant with Chapter 10 of the Minnesota Building Code. Panic hardware is required on doors. Exit signage and emergency power for egress lighting is required. If providing heating or air conditioning and spaces were not previously conditioned or if the building was an agricultural building, the thermal envelope of the conditioned space and HVAC equipment must comply with the current Minnesota Energy Code. If no HVAC, the architect must provide calculations for natural ventilation compliance. A copy of the PPA fact sheet from the Minnesota Department of Labor and Industry is included in the packet.

Staff Suggested Findings:

18.05 Findings: In considering a conditional use permit application, the Planning Commission shall apply the following standards: Staff suggested findings are in **Bold**:

1. Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or would substantially diminish and impair property values within the immediate vicinity.

The purpose of this district is to maintain, conserve and enhance agricultural lands that have been historically valuable for crop production, pastureland, and natural habitat for plant and animal life. This district is intended to encourage long-term agricultural uses; preserve prime or productive agricultural farmland, forest lands and natural resources; and stabilizing public expenditures for public services by restricting the location and density of

non-farm dwellings and other non-farm land uses. Residential development may be allowed in this District at an overall density not to exceed 1 dwelling per 80 acres (or half quarter section).

With wedding and music venues a key concern would be the creation of noise. The Wabasha County Zoning Ordinance states that “Any use established shall be so operated that no undue noise resulting from said use is perceptible beyond the boundaries of the property on which the use is located. This standard shall not apply to incidental traffic, parking, loading, construction, farming or maintenance operations” [Chapter 9.02 (1)]. The proposed use of the property would have to adhere to this standard and all other applicable nuisance standards. It is unlikely that this proposed use would diminish property values or be injurious to other properties if all standards of the Wabasha County nuisance standards are met. The general area surrounding the parcel consists of agriculture and residential lots. The closest residence to where the event center will be located is owned by Karin Ryan and is approximately 920' to the west. The next closest residence is owned by Donald and Kathy Heise and is approximately 1,450' to the east.

2. Whether the conditional use would impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.

The proposed use would not appear to impede the normal and orderly development of surrounding properties and uses in the area. Surrounding uses of land consist of agricultural and residential uses. An event center and farming activities do not appear to be drastically different or conflicting uses.

3. Whether adequate utilities, access roads, drainage, soil erosion control measures and other necessary facilities have been or are being provided.

Access to the property is from County Road 31. All traffic going to and existing from the property would have to utilize this road. Wabasha County Highway Engineer Dietrich Flesch expressed that “For southbound traffic, sight distance to the existing property access location on Hwy 63 may be less than the recommended “decision sight distance” which (used for driveways in MnDOT’s Access Policy) is 900 feet (rounded) for a 60mph posted road and could at times be limited by vegetation. It is recommended that vegetation that limits sight distance within the applicant’s/owner’s property and MnDOT’s right of way be maintained or removed to maximize sight distance for traffic for both directions. Maintenance or removal of vegetation within MnDOT’s right of way is subject to MnDOT’s approval and conditions, or may be accomplished by MnDOT’s own operations.”

4. Whether adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

The applicant anticipates 40 vehicles or more per event. Parking would need to be in the designated parking areas to the north in the concrete feedlot and grass field as indicated by the applicant on the map provided with the application. No parking would be allowed along County Road 31.

5. Whether adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these would constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Whenever there are vehicles on gravel roads the creation of dust is possible. Traffic to the property would be intermittent and likely heaviest on weekends and the summer months due to the nature of the use. Any Nuisance dust expected to occur will need to be controlled. The current driveway on the property is gravel but the parking area is concrete and the overflow is a grass field. Dust may be created from vehicles travelling on the driveway, but it is unlikely that the concrete area or the grass parking area will create any dust. Noise from events taking place on the property could also be a concern and the applicant would need to address and mitigate these potential issues as stated in Chapter 9.02 of the Wabasha County Zoning ordinance. Fumes and vibration would likely not be a nuisance concern given the proposed use. The applicant did not indicate any exterior lighting changes that would be utilized. If any changes to the existing lighting are proposed they would need to adhere to the nuisance standards of Chapter 9.02 of the Zoning Ordinance.

6. Whether other factors bearing on the public health, safety and welfare would dictate either approval or grant of the conditional use permit. **The applicant's property appears to contain adequate room for parking. If more frequent, such as throughout the year, and larger events are to be held the CUP would need to be reviewed and amended. The applicant will need to abide by all regulations regarding the use of the business that are required by the State of Minnesota, Minnesota Department of Health; Minnesota Department of Public Safety/ State Fire Marshal's Division. It is not foreseen that if all the requirements regarding the use and conditions of the proposed CUP are followed that the public's health, safety, or welfare would be impacted negatively.**

Staff Recommendation and Suggested Conditions for Approval:

Hosting events, such as weddings, music venues, etc. fall under the event center use and would require a conditional use permit per the Ordinance. If the applicant demonstrates to the Planning Commission that the nuisances associated with this type of proposed use such as noise, light, and dust County Staff recommends approval of this CUP application.

If the Planning Commission recommends approval of this application to the County Board of Commissioners, the Planning Commission should consider the conditions as follows:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. The event center shall be operated May through October and the proposed hours are Friday 8am – 10pm, Saturday 7am – 12am, and Sunday 8am – 10pm.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on County Road 31.
5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.
7. The Conditional Use Permit shall terminate when the event center business is no longer owned by Savannah Walsh.

Requested Action:

The County Planning Commission shall make its decision upon the application and forward its recommendations to the Board of County Commissioners. In reporting its recommendations to the Board of County Commissioners, the County Planning Commission shall report its findings with respect thereto and all facts in connection therewith, and may designate conditions and require

guarantees deemed necessary for the protection of the public interest. Upon receipt of the report of the Planning Commission, the Board of County Commissioners shall make a decision upon the application for a conditional use permit.

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 E

Date:

January 7, 2024

Agenda Item:

2025 Commissioner Committee/Meeting Assignments

Requested Action:

Establish and approve Commissioner Committee, board or other county related duty assignments.

Fiscal Impact:

Per diems as claimed

Background/Recommendation:

The County Board annually at the first meeting of the year reviews the various committees, boards, or other official duties and assigns commissioner(s) to them. Per Diem payments (if allowed) are paid for their service per this schedule. The County Board must take action in order for commissioners to be able to collect per diems.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-017

Whereas, the County Board has many responsibilities that relate to other civic and governmental organizations and agencies; and

Whereas, frequently, these responsibilities require the County Commissioners participate as a Committee or Board Member for these organizations and agencies.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that: 2024 Committee and/or Board appointments/assignments are as follows:

Committee	Powers	Springer	Key	Wobbe	Walkes	Staff Appointments	When/Where
Human Services Board	P	P	P	P	P		3rd Tuesday monthly-8:00 a.m.
Three Rivers Community Action Bd				A	P		3rd Wed. of month (some mos. skipped) Zumbrota
Hiawatha Transit Board	A			P			Quarterly - meeting rotate place - Thursday
Hiawatha Valley Mental Health		A		P			1 st Monday of the month; Winona HVMH
1Watershed 1 Plan		A			P		9a.m. 2nd Thurs. - Peoples Coop Oronono
WinLAC Watershed		A			P		
South Country Health Alliance Bd		P		A			Monthly - 3rd Monday - Owatonna
DAC Board				P	A		5p.m. Monthly - DAC Office - Wabasha - Monday
Whitewater Watershed Joint Powers	A				P		2nd Thurs. - Elba Whitewater Office
RCDC Committee (Resource Conservation & Development)	A				P		9a.m. 3rd Monday - site tbd
Community Health Advisory Board-state		A				Fiedler (P)	Monthly - MN Dept. Health Bldg. St. Paul
Soil & Water Board		A			P		8a.m. 4th Thurs. Courthouse Annex Conf. Rm.
Great River Rail Commission			P		A		10a.m. 1st Thurs. Goodhue Co. Jury Selection Rm.
Lake Zumbro Joint Powers Board	P	P					
Extension Committee		P		P			Quarterly - meeting rotate place - Tuesday
Human Services Advisory Committee			P	A			Quarterly - Public Health Conference Room
SE MN Emergency Medical Services Joint Powers Board		A	P				Bi-monthly (2nd Thurs. a.m.) - WFD Bldg. Rochester
Workforce Devel. Joint Powers Bd		A	P				Bi-monthly (2nd Thurs. a.m.) - WFD Bldg. Rochester
Solid Waste Advisory Board				P	A		Quarterly - LaCrosse, WI
SELCO		P		A			Quarterly - SELCO Office - Rochester
SE MN Regional Emergency Communications Board		A	P				12:30 p.m. 1st Mon. Bi-monthly - RPU Bldg. Rochester
SEMMCHRA			P		A		3rd Wednesday monthly at 10:00 a.m. Wabasha
Regional Railroad Authority	P	P	P	P	P		As called - Board Room
Great River Ridge Bike Trail Committee		A			P		3rd Tues 7 pm
Family Collaborative			P	A			As called - Wabasha/Kellogg School
MCIT Voting Delegates		P			A		Board Chair and Vice-Chair - as needed
AMC Voting Delegates	P	P	P	P	P	Flesch, Co Admin	Once Annually - AMC annual conference

AMC District Meetings	P	P	P	P	P	Co Admin
Negotiating Committee		P		P		Huth, Co Admin
Awair Safety Committee			P			As called - Annex Conf. Room
Labor Management Committee	A		P			As called - Annex Conf. Room
Budget Committee			P		P	Bruegger
SMART Committee		A			P	As called - RPU Bldg. Rochester
Drug Court Committee			P	A		Green, Stinson
Personnel Committee	P				P	Co Admin, Huth
Planning & Zoning Commission	P			P	A	Generally on the 3 rd Tuesday of the month
Zoning Enforcement	P	A	A	A	P	As called by Joe Kaltenbach
Insurance Committee			P	A		Generally on the 1 st Tuesday of the month
Common Board (Wabasha City & SD 811)		A		P		As called
Common Board (Plainview, Elgin, Millville City & b SD)		P			P	As called
Common Board (Lake City)	P		P			As called
Common Board (Mazeppa, Zumbro Falls)	P					As called
Highway Advisory Committee	P				P	Flesch
Towards Zero Deaths (TZD) Meetings			P	A		As called by Public Health (State Grant)
Semi-Annual Township Meetings	P	P	P	P	P	3rd Tues March/2nd Tues August

P- Primary Member

A - Alternate Member

Be it further resolved that if a commissioner is unable to attend an assigned meeting that a substitute commissioner is authorized to act in their place and collect the same per diem due to the original commissioner.

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 F

Date:

January 7, 2025

Agenda Item:

Establish County Board Meeting Dates 2025

Requested Action:

Set dates for 2025

Fiscal Impact:

None

Background/Recommendation:

Board meetings have taken place on the 1st and 3rd Tuesday of every month at 9:00 a.m. unless modified for a special event (Truth in Taxation, Fair, AMC Annual Conference, holiday, etc). What is being presented would continue with that practice.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2025-018

County Board Meeting Dates 2025

Whereas, Wabasha County Board Meetings begin at 9:00a.m. and are held at the Wabasha County Commissioners Board Room at 625 Jefferson Avenue, Wabasha, MN, 55981; and

Whereas, annually the Board is required to establish its meeting schedule for the year and it desires to meet two times a month; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board's meeting schedules will be established as follows with all meetings scheduled to start at 9:00 a.m. and to be held at 625 Jefferson Avenue, Wabasha, MN, 55981.

January 7, 21	July 1, 15
February 4, 18	August 5, 19
March 4, 18	September 2, 16
April 1, 15	October 7, 21
May 6, 20	November 4, 18
June 3, 17(4pm) (Board of Equalization-6pm)	December 2 (4pm) (TNT-6pm), 16

Adopted this 7th day of January, 2025 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners

Wabasha County

Agenda Item Number: 13.0

Date:

January 7, 2025

Agenda Item:

Closed Session: County Attorney Salary Appeal – 10:00am

Requested Action:

Closed meeting to pursuant to attorney-client privilege. MN Stat. 13D.05 Subd 3(b).

Fiscal Impact:

Background/Recommendation:

Minn. Stat. §13D.03 subd. 3(b) permits closing a County Board meeting for the purposes of attorney-client privilege. Wabasha County is involved in litigation with its County Attorney related to the setting of the position's salary. The Board will be meeting with Attorney Ann Goering to discuss the ongoing litigation.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____