Wabasha County
Board of Commissioners
Meeting Agenda
June 28, 2022
9:00 a.m.

Agenda Item:

1.0 **Call to Order**
- Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 **Pledge of Allegiance**

3.0 **Roll Call** (Goihl, Key, 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: June 14, 2022
B. Claims
C. Per Diems
D. Meal Vouchers
E. **A/T**: Approve Sale of Tax Forfeited Land (2022-112)
F. **Highway**: Accept Quote for Highway Shop Concrete Work (2022-113)
G. **Highway**: Approve County Hwy 81 Funding Exchange Agreement (2022-114)
H. **Highway**: Approve Final Payment to Chippewa Concrete Services, Inc. (2022-115)
I. **Highway**: Approve Final Payment to Doyle Conner Company (2022-116)

10.0 **Action/Discussion Items**

A. **Presentation**: Hope Coalition
B. **GIS/Zoning**: Approve Professional Service Agreement with Schneider Geospatial (2022-117)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, JUNE 14, 2022

06/14/22

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, June 14, 2022 at 4:00 p.m.

CALL TO ORDER

The meeting was called to order by Board Chairperson Goihl.

ROLL CALL

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

SPRINGER-WALKES

APPROVE AGENDA

Motion to approve the agenda

Adopted Unanimously

STAFF UPDATES

Staff Updates:
Administrator Updates:

A. **Anniversaries:**
   - Kevin Hungerford, Maintenance, 5 Years of Service

ADMINISTRATOR UPDATES

Public Forum:

WALKES-KEY

APPROVE CONSENT AGENDA

Motion to approve the consent agenda including the following:
Minutes: May 17, 2022
Claims
Meal Vouchers
Per Diems

RES 2022-103: APPROVED PURCHASE OF NEW MULTI-FUNCTIONAL COPIER

Resolution No.: 2022-103

Whereas, the Administration Department finds it beneficial to purchase a multi-functional copier, and

Whereas, the purchase of the copier would replace the current Aficio MP 6001 (asset tag #012015) which has reached the end of its useful life.

Now therefore be it resolved by the Wabasha County Board of Commissioners that, Administration is authorized to purchase a Sharp MX-M5071 multi-function copier.

Be it further resolved that the Wabasha County Board of Commissioners declares the Aficio MP 6001 as excess equipment with no market value and authorizes Marco to dispose of the copier after removing all data from said copier.

RES 2022-104: APPROVED HR FUNDING FOR TRAINING AND INITIATIVES

Resolution No.: 2022-104

Human Resources Funding for Training and Initiatives to Attract and Retain Staff

Whereas, The Human Resources Department assists all departments in the attraction and retention of qualified employees. The department recruits in accordance with equal employment opportunity principles and serves as the central point for employee relations, labor relations, and risk management services. It also oversees a number of trainings for our staff on various topics.

Whereas, The funding that is being requested would help assist with the delivery of these objectives.; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Human Resources Department be assigned $15,000 from ARPA converted funds to be utilized in a manner that helps serve the department's core services.

RES 2022-105: APPROVED

Resolution No.: 2022-105
Approving Liquor Licenses

LIQUOR LICENSES

Whereas, the following applicants wish to have their County On Sale, Off Sale, Sunday and Brew Pub Liquor License approved:

On Sale & Sunday Liquor

Dave Schmidt	Lake Pepin Golf Course	Pepin Township
Steven Sawyer	Fairwater LLC DBA Piper Hills Golf Course	Plainview Township
Kevin Kautz	Zumbro Falls Golf Club	Zumbro Township
Gary Todd	Pioneer Club	Greenfield Township
Kent Schedlbauer	K & K Brewing Inc	Pepin Township
Juan Daniel Rodriguez	Tarasco's LLC	Plainview Township
Steven Overton	Pondy LLC	Mazeppa Township

On Sale, Off Sale & Sunday Liquor

Mark Jensen	BJ's Bar & Grill	Highland Township
William Richardson	Mac's Dam Bar LLC	Mazeppa Township

Brew Pub Off Sale Liquor

Kent Schedlbauer	K & K Brewing Inc	Pepin Township

Whereas, the applicants do have current food & beverage licenses issued by Minnesota Dept of Health, and

Whereas, the applications have been approved by the County Attorney and County Sheriff. The Wabasha County Auditor/Treasurer has received the certificate of insurance and the appropriate license fee. The liquor license will run from August 1, 2022 to July 31, 2023.

Now therefore be it resolved that Wabasha County Board of Commissioners hereby approves the renewal of Liquor License to the individuals listed above, subject to the approval of the State of Minnesota Liquor Control Commissioner.

Resolution No.: 2022-106

RES 2022-106: APPROVED PURCHASE OF NEW WORKSTATIONS, DOCKS AND MONITORS

Whereas, Wabasha County employees use a variety of fixed and mobile PCs, docking stations, monitors, and other related equipment, and needs to replace them as they age; and

Whereas, current pricing and supply issues make it difficult for our vendors to guarantee the cost or availability of any specific item from day to day;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that,
the IT Director is hereby authorized to purchase 31 PCs and tablets, and associated equipment, most recently estimated to cost $33,365.

Resolution No.: 2022-107

RES 2022-107: APPROVED DISPOSAL OF CONFERENCE ROOM TABLE BY SALE/AUCTION

Whereas, Public Health Departments is converting its conference room to a multiuse space, and

Whereas, the conversion includes new furnishings for the room, and

Whereas, with the purchase of new furnishings the conference room table shall be considered excess equipment and disposed of by sale or auction.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Public Health Conference room table is to be deemed as Excess Equipment and authorizes disposal of by sale or auction.

Resolution No: 2022-108

RES 2022-108: APPROVED 2022 STATE OF MINNESOTA DNR ANNUAL

Resolution Authorizing
2022 State of Minnesota DNR Annual County Boat and Water Safety Grant

Contract #213036

COUNTY BOAT AND WATER SAFETY GRANT

Whereas, the Wabasha County Sheriff's Office has been authorized to participate in the 2022 State Boat and Water Safety Grant; and,

Whereas, the Sheriff's Office has received the 2022 contract which needs to be approved and signed by the Sheriff and Chairperson of the County Board; and,

Whereas, the Sheriff requests the approval and signing of the 2022 State of Minnesota (DNR) Annual County Boat and Water Safety Grant Agreement by the Chairman of the County Board.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the 2022 State of Minnesota (DNR) Annual County Boat and Water Safety Grant Agreement is hereby approved and authorizes it's signing by the Sheriff and Chairman of the County Board.

RES 2022-109: APPROVED CASEWORKS EDMS PROJECT

Resolution No.: 2022-109

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Social Services Director is authorized to enter into an agreement with Next Chapter Technology, Inc to implement the CaseWorks Financial Service Edition, Child Support Edition, METS/MNsure Edition and
Social Services Editions.

The IT Director and/or Social Services Director are authorized to purchase supporting EDMS hardware and software related to the implementation of CaseWorks at a total cost not to exceed $30,000.

The IT Director and/or Social Services Director are authorized to enter into a services agreement with Content Service Consulting for the transfer of documents and data from the existing OnBase system at a total cost not to exceed $30,000.

The County Administrator and/or Social Services Director are authorized to terminate agreements, as necessary, with Winona County, Northwoods, DataBank, and/or any other agreements that are related to the exiting OnBase system hosted by Winona County.

RES 2022-110: APPROVED HIRING OF CHILD SUPPORT OFFICER

Resolution No.: 2022-110

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Director of Social Services is authorized to hire a Child Support Officer (Grade 8) position. This position will replace the Child Support Lead Worker (Grade 9) position that is currently vacant.

RES 2022-111: APPROVED SETTING SOLAR DECOMMISSIONING RATE

Resolution No.: 2022-111

Set Solar Decommissioning Rate

Whereas, The decommissioning rates that are imposed differ greatly depending on the county. Part of the reason for the different rates is due in part to the value prescribed to the sites value once the solar array has expended its useful life. Some view the remnants as holding little to no value while some see them as more valuable and able to be updated. What was clear in conducting this review is that counties are now starting to look at their rates and make adjustments to try and ensure that there is enough funding available to decommission solar sites in the future as counties because they want to make sure that ag land can return to the previous use and not be left with an eye sore in the middle of the field that could then become the landowner's problem.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the solar decommissioning rate for future solar developments in Wabasha County to be set at $250,000 per MW or fraction thereof.

Adopted Unanimously

DISCUSSION OF HIGHWAY COSTS

Highway: Discussion of Highway Costs

Commissioners reported on meetings they attended

COMMISSIONER REPORTS

Board Concerns

BOARD CONCERNS

WALKES-KEY
Motion to Recess to County Board of Appeal and Equalization

RECESS TO COUNTY BOARD OF APPEAL AND EQUALIZATION

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

WABASHA COUNTY
BOARD MEETING
28-Jun-22

AUDITOR'S WARRANTS

DATE	ACH NUMBERS	WARRANT NUMBERS	AMOUNT
6/3/22-6/9/22		53685-53694	$ 5,362.71
6/10/2022	12845-12901	53695-53748	$ 10,819,300.31
6/10/22-6/16/22		53749-53770	$ 503,443.78
6/17/2022	12902-12919	53771-53801	$ 1,101,060.38

TOTAL AUDITOR'S WARRANTS **$ 12,429,167.18**

MEAL VOUCHERS

EMPLOYEE	DATES	AMOUNT
Bartsh, Rodney	6/10/2022	$ 6.74
Dondlinger, Brittany	5/27/2022	$ 10.00
Tomlinson, Brenda	6/3/2022	$ 10.00
Anway, Mandy	5/18/2022	$ 9.33
Anway, Mandy	5/26/2022	$ 10.00
Anway, Mandy	6/8/2022	$ 9.65
Anway, Mandy	6/10/2022	$ 10.00

TOTAL MEAL VOUCHERS **$ 65.72**

TAXABLE UNIFORM ALLOWANCE

EMPLOYEE	DATES	AMOUNT

TOTAL UNIFORM ALLOWANCE VOUCHERS **$ -**

WABASHA COUNTY
BOARD MEETING
28-Jun-22

PER DIEM PAYMENT REQUEST

COMMISIONER	DATE	COMMITTEE	AMOUNT
Goihl, Brian	6/14/2022	Human Services Board Meeting	$ 50.00
			$ 50.00
Key,Cheryl	6/14/2022	Human Services Board Meeting	$ 50.00
			$ 50.00
Springer, Don	6/14/2022	Human Services Board Meeting	$ 50.00
	5/23/2022	Lake Zumbro Joint County Authority	50.00
			$ 100.00
Walkes, Robert	5/10/2022	Personnel Committee	$ 50.00
	5/18/2022	Three Rivers Community Action Meeting	50.00
	5/26/2022	Soil & Water Conservation District Meeting	50.00
	6/14/2022	Human Services Board Meeting	50.00
			$ 200.00
Wobbe,Mike	4/4/2022	Hiawatha Valley Mental Health Meeting	$ 100.00
	4/6/2022	Common Board Meeting- Wabasha	50.00
	4/25/2022	DAC Meeting	100.00
	4/25/2022	Planning Commission Meeting	
	6/14/2022	Human Services Board Meeting	50.00
			$ 300.00
		TOTAL PER DIEMS REQUESTED	**$ 700.00**

(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 of the committee the results of the information gathering or liaison activities

Board of Commissioners
Wabasha County

Agenda Item Number: 9.0 E

Date: 06/28/22

* *

Agenda Item: Classify Tax Forfeited Parcel

* *

Requested Action: First Step in Tax Forfeit Process: The county board CLASSIFIES each forfeited parcel as “conservation land" or "nonconservation land" and approves the SALE of the forfeited parcels classified as "nonconservation land." Each parcel is approved for sale by public auction or by private sale to adjacent landowners only. (M.S. 282.01, Subd. 1, 4, 7, 7a; Section 6715, 6747, 6757)

* *

Fiscal Impact: None.

* *

Background/Recommendation: Approval of Sale of Tax Forfeited Land

* *

Action:

Motion by:_____ Second by:_____

Vote Aye:____ Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2022-112

Whereas, The County Board of Commissioners of the County of Wabasha, State of Minnesota, desire to offer for sale certain parcel (listed below) of land that have been forfeited to the State of Minnesota for non-payment of taxes; and

- Parcel Number 23.00429.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 3 Blk 1
- Parcel Number 23.00430.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 4 Blk 1
- Parcel Number 23.00431.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 5 Blk 1
- Parcel Number 23.00433.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 2 Blk 2
- Parcel Number 23.00434.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 3 Blk 2
- Parcel Number 23.00435.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 4 Blk 2
- Parcel Number 23.00436.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 5 Blk 2
- Parcel Number 23.00437.00, Sec 06 Twn 109 Ran 014, Mazeppa Business Park, Lot 6 Blk 2

Whereas, said parcel of land have been viewed by the Wabasha County Environmental Services and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners hereby certify that all parcel of land listed above have been viewed and comply with the Provisions of Minnesota Statutes 85.012, 92.461, 282.01, Subd 8, and 282.018 and other statutes that require the withholding of tax-forfeited lands from sale.

Be It Further Resolved That the Wabasha County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the sale of said lands.

Adopted this 28th day of June, 2022 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 F

Date:
June 28, 2022
* *

Agenda Item:
Accept quote for Highway Shop Concrete Work
* *

Requested Action:
Consider the adoption of Resolution No. 2022-113 accepting the quote of Corey's Concrete LLC for partial concrete floor replacement at Plainview Shop and approach slab concrete at Mazeppa Shop.
* *

Fiscal Impact:
$5040 (approach concrete slab to Mazeppa Shop)
$15,540 (replacement of 38'x60' in Plainview Shop and floor drain concrete)
Total of $20,580
An amount of $29,605 was designated carryover from 2021 in building fund for Highway Department.
* *

Background/Recommendation:
The existing concrete and asphalt approach to Mazeppa Shop to overhead doors is deteriorating and poor condition. Replacing with concrete will provide a durable apron to shop for heavy equipment and will avoid asphalt patching.
Part of the existing shop floor at Plainview Shop does not drain well and causes water to sit on concrete, causing further deterioration of the concrete. The poured floor drain needs to be reset lower to allow for floor surface to run off.
Two quotes were received; Corey's Concrete $20,580 and TS Concrete $30,616.
The County plans to remove existing concrete with own forces prior to the contractor's proposed work.
The Wabasha County Engineer recommends adoption of Resolution 2022-113.
* *

Action:

Motion by:_____ Second by:_____

Vote Aye:____ Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2022-113

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the quote of Corey's Concrete LLC for the replacement of a portion of the Plainview Shop concrete floor with floor drain, and approach concrete slab for Mazeppa Shop building, and that the Wabasha County Engineer is hereby authorized to arrange for and make all necessary payments for this work, and

Be It Further Resolved by the Wabasha County Board of Commissioners that upon completion of the above work the necessary funds are authorized to be transferred from the Building Fund to Highway Fund.

Adopted this 28th day of June 2022 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 G

Date:
June 28, 2022
* *

Agenda Item:
County Hwy 81 Funding Exchange Agreement
* *

Requested Action:
Consider adoption of Resolution No. 2022-114 entering into an agreement for the exchange of federal aid funds for McLeod County's State Aid funding

* *

Fiscal Impact:
This agreement for the exchange of funds would allow the County to avoid significant administrative costs and likely increased bid amounts due to federal aid requirements. No additional costs or responsibilities would be incurred by McLeod County for participating in this exchange.
* *

Background/Recommendation:
The Highway Department was successful in applying for federal aid through a highway safety grant in the amount of $360,000 for work that would be performed in conjunction with an asphalt paving project, including paving a portion of the shoulders, edgelines, and rumble strips. County Hwy 81 is currently planned for asphalt paving in 2023. The exchange of federal aid for another county's state aid has been done previously and makes for more efficient delivery of projects by eliminating federal aid administrative costs for one project (Wabasha County's project in this case). Specific requirements for the funding type and ability to accept additional federal aid were found with McLeod County, which has been gracious to consider such an exchange and demonstrates their efforts for the greater benefit.
The Wabasha County Engineer recommends adoption of Resolution 2022-114.
* *

Action:

Motion by:_____ Second by:_____

Vote Aye:_____ Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2022-114

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Donor County (Wabasha County) to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

Be it Further Resolved, the Wabasha County Engineer is hereby authorized and directed for and on behalf of the Donor County (Wabasha County) to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1050947", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Adopted this 28th day of June 2022 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS (DONOR)

This agreement is entered into by and between Wabasha County ("Donor County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and
2. The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and
3. McLeod County ("Recipient County") is in need of Federal Funds for State Project Number (SP) 043-070-023 in Fiscal Year 2023 and Donor County is willing to transfer Federal funds designated for State Project No. 079-070-024 to Recipient County. In exchange Recipient County will transfer $360,000.00 to Donor County under a separate agreement with MnDOT Contract Number 1050946: and
4. MnDOT is willing to facilitate these transactions.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This agreement will be effective upon execution by Donor County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

1.2. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liabilities and Claims; 8.1. State Audits; 9. Government Data Practices; and 10. Governing Law; Jurisdiction; Venue.

2. Donor County's Duties

2.1. Prior to execution of this agreement, Donor County filled out a fund exchange application and submitted it to MnDOT.

2.2. Donor County will complete SAP 079-070-024 using donated funds provided by Recipient County, according to State-Aid procedures and applicable state and federal law.

2.3. Donor County will complete SAP 079-070-024 as described in the project application submitted to the Highway Safety Improvement Program which was the basis of the awarded federal funds. Any changes to the scope of the project that would conflict with or alter the scope described in the application must be approved by MnDOT.

3. MnDOT's Duties

3.1. MnDOT will approve fund exchange application and match Donor and Recipient projects.

3.2. MnDOT will act as an agent to transfer $360,000.00 in federal funds from Donor County to Recipient County's project 043-070-023. MnDOT will act as an agent to transfer $360,000.00 in State Aid Funds from Recipient County to Donor County for project 079-070-024. The State Aid transfer will occur after 2023 federal fund obligation authority is available on or about February 2, 2023, and both donor and recipient agreements are executed.

3.3. MnDOT has executed a separate MnDOT Contract Number 1050946 with Recipient County to complete the transfer of funds.

3.4. MnDOT will complete documentation in for State Transportation Improvement Program (STIP) modification to facilitate the fund exchange.

4. Time

4.1. The Donor County must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

5. Authorized Representatives

5.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or their successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: Rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Donor County's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

5.2. The Donor County's Authorized Representative is:

Name: Dietrich Flesch, or their successor.

Title: Wabasha County Engineer

Phone: 651-565-3366

Email: dflesch@co.wabasha.mn.us

If the Donor County's Authorized Representative changes at any time during this agreement, the Donor County will immediately notify MnDOT.

6. Assignment Amendments, Waiver, and Agreement Complete

6.1. **Assignment.** The Donor County may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this 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 agreement, or their successors in office.

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

6.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the

Donor County. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

6.6. **Certification.** By signing this Agreement, the Donor County certifies that it is not suspended or debarred from receiving federal or state awards.

7. Liability and Claims

7.1. **Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8. Audits

8.1. Under Minn. Stat. § 16C.05, Subd.5, the Donor County's books, records, documents, and accounting procedures and practices of the Donor County, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this 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. The Donor County will take timely and appropriate action on all deficiencies identified by an audit.

9. Government Data Practices. The Donor County and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Donor County under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data.

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

11. Termination; Suspension

11.1. Except for termination for insufficient funding or suspension, this Agreement may terminate only upon mutual written agreement of the parties.

11.2. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

11.2.1. It does not obtain funding from the Minnesota Legislature; or

11.2.2. 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 Donor County. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Donor County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Donor County notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

11.3. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Donor County during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Donor County consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Donor County to file state tax returns and pay delinquent state tax liabilities, if any.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

WABASHA COUNTY

Wabasha County certifies that the appropriate person(s) have executed the contract on behalf of the Wabasha County as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: Wabasha County Engineer

Date: 6/28/2022

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Board of Commissioners
Wabasha County

Agenda Item Number: 9.0 H

Date:
June 28, 2022
* *

Agenda Item:
Final Payment to Chippewa Concrete Services Inc. for completion of Project SP 079-596-010 under Contract 19011
* *

Requested Action:
Adoption of Resolution 2022-115 authorizing the Wabasha County Auditor/Treasurer to issue a warrant for final payment to Chippewa Concrete Services Inc. for completion of SP 079-596-010 under Contract 19011 in the amount of $15,861.76.
* *

* **Fiscal Impact:**
The total cost of this project is $1,249,066.14 which was funded completely by a federal aid grant and the City of Plainview. The amount of final payment is $15,861.76 which is the retainage currently being withheld.

* *

Background/Recommendation:
Contract 19011 has been completed. This project was for lighting, sidewalk and pedestrian crossing improvements in the City of Plainview. Due to the federal aid used under this contract, the County acted as the fiscal agent for the project. The City of Plainview was required to complete all required inspection, testing, and project documentation; as well as pay for all costs over those reimbursed by federal aid.
The County Engineer recommends adoption of Resolution No. 2022-115.

* *

Action:

Motion by:_____ Second by:_____

Vote Aye:____ Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2022-115

Whereas, SP 079-596-010 under Contract 19011 with any and/or all Supplemental Agreements, Change Orders or Work Orders, has been completed.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Chippewa Concrete Services Inc. for completion of Project SP 079-596-010 under Contract 19011 in the amount of $15,861.76.

Adopted this 28th day of June 2022 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 I

Date:
June 28, 2022
* *

Agenda Item:
Final Payment to Doyle Conner Company for completion of Project CP 079-230-000 under Contract 22007
* *

Requested Action:
Adoption of Resolution 2022-116 authorizing the Wabasha County Auditor/Treasurer to issue a warrant for final payment to Doyle Conner Company for completion of CP 079-230-000 under Contract 22007 in the amount of $2227.20.
* *

* **Fiscal Impact:**
The total cost of this project is $222,720.40. The amount of final payment is $2227.20 which is the retainage currently being withheld. This project was funded by County Levy, and/or Wheelage Tax.

* *

Background/Recommendation:
Contract 22007 has been completed. This project was for concrete repair work performed this year on County Hwy 30. The project is substantially over on quantities from original estimated, as additional areas were identified by County inspection prior to the start of work. A 1 year warranty bond has been obtained for the completed partial depth repair quality and performance. Prior to release of the bond areas will be inspected in spring 2023.
The County Engineer recommends adoption of Resolution No. 2022-116.

* *

Action:

Motion by:_____ Second by:_____

Vote Aye:____ Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2022-116

Whereas, CP 079-230-000 under Contract 22007 with any and/or all Supplemental Agreements, Change Orders or Work Orders, have been completed.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Doyle Conner Company for completion of Project CP 079-230-000 under Contract 22007 in the amount of $2227.20.

Adopted this 28th day of June 2022 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

HOPE COALITION

Empowering Lives Through HOPE

21 June 2022

Dear Mr. Plante and Commissioners,

Thank you for agreeing to hear our request regarding the new HOPE Coalition office in downtown Wabasha. We are scheduled to move into the lower level of 251 W Main Street on the 29th of June. This move will increase our rent from $300 all-inclusive to $900 plus utilities per month.

We know that domestic violence and sexual assault impact people across the country and Wabasha County is no different. The COVID-19 pandemic affected our services and in Fiscal Year 2021 we served 11 people in Wabasha County. In October 2021 we hired a new advocate to work full time in Wabasha County and since that time she has provided advocacy services to more than 110 unique people who have been impacted by domestic or sexual violence. The services we provide assist in supporting the most vulnerable across the county.

The move addresses several concerns that our Board of Directors have had and also provides and increase in space needed to accommodate the increase in demand of our services. The new location has a private entrance in the rear of the building with appropriate parking and the facility is secure with dead bolt locks. Also, our new landlords are extremely helpful and willing to help us meet any possible future security needs.

The services that we provide are an essential part of bettering the lives of many residents in Wabasha County. That is why we are asking the County to help with the rent at our new location to the amount of $5,000.

Thank you for your time and we look forward to answering any questions you may have.

Best Regards,

Steve Murphy

Steve Murphy, BOD Chair

Sara Kern

Sara Kern Executive Director

Board of Commissioners
Wabasha County

Agenda Item Number: 10.0 B

Date:
June 28, 2022

* *

Agenda Item:
Approve GeoPermits

* *

Requested Action:
Approve professional services agreement with Schneider Geospatial for creation and ongoing maintenance of GeoPermits.

* *

Fiscal Impact:
$23,237 for 2022 and $7,500 annually beginning in 2023 for ongoing web hosting, support and maintenance. These costs will be paid with Riparian Protection Aid funds.

* *

Background/Recommendation:
Wabasha County Planning and Zoning has been exploring options to streamline and make the building permit process more open and accessible to contractors and landowners. GeoPermits will allow building permit applicants to begin the process online and receive real-time tracking updates of the process, make online credit card payments, and store digital records of all building permit applications and supplemental materials going forward.

* *

Action:

Motion by:_____ Second by:_____

Vote Aye:____ Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2022-117

Whereas, Wabasha County endeavors to provide services to its citizens in the most efficient and convenient way possible;

Whereas, The Wabasha County Planning and Zoning Office has been researching online document management systems and workflows for building and other permits to streamline the permitting the process for both internal departments and for permit applicants;

Whereas, Schneider Geospatial offers "GeoPermits" online permitting system and the Planning and Zoning Office has determined that system will streamline the permitting process for all involved;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that authorizes Wabasha County Planning & Zoning to enter into a contract with Schneider Geospatial for the GeoPermits online permitting system.

Adopted this 28th day of June 2022 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Wabasha County, Minnesota**, whose place of business is: 625 Jefferson, Wabasha, MN 55981 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. GeoPermits Portal Development

Development of a web based **GeoPermits** portal. This site will include the following:

a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
d. Administrative interface for CLIENT workflow project setup and configuration.
    i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
    ii. Create and edit unlimited number of stages for each workflow project.
    iii. Create and edit unlimited number of data entities for each stage.
    iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
    v. Modify stage sequencing.
    vi. Restrict visibility of workflow projects and stages to admin users only.
    vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
    viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
    ix. Clone project capability to create a new workflow project based on an existing workflow project.
    x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
    xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
    xii. Project Summary page with detailed outline of each workflow project.
    xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
e. Multiple supported data entity types for data entry forms, including the following:
    i. Short text box
    ii. Long text box (Comments)
    iii. Date
    iv. Document attachment (with file browser)
    v. Fee
    vi. Lookup (dropdown list)
    vii. Number
    viii. Static Labels
    ix. Checkbox, Radio Button
f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
g. CLIENT's community website branding to allow the community to provide a header logo image and contact

information from the organization.

h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.

i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
   i. My Applications (in progress)
   ii. Applications Needing My Attention
   iii. Inspections to Schedule
   iv. Inspections to Complete
   v. Contractor Registrations about to Expire

j. Integration with CLIENT's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.

k. Contractor Registration Interface
   i. Allows system users to register as a contractor with CLIENT.
   ii. Admin interface to setup contractor types and registration fees
   iii. Maintains a database of CLIENT's registered contractors, including the following information.
      1) Contractor Type
      2) Business Name
      3) Street Address
      4) City
      5) State
      6) Zip
      7) Contact Name
      8) Contact Title
      9) Contact Business Phone
      10) Contact Cell Phone
      11) Contact Email Address
      12) Company Web Address
      13) Status
      14) Registration length (in months)
      15) Effective Date
      16) Expiration Date
      17) Renewal Date
      18) Workers Comp. Expiration Date
      19) Bond Expiration Date
      20) Liability Insurance Expiration Date
      21) Registration Fee Payment status
      22) Notes
      23) Attached Documents

l. Included Services:
   i. Administrative account setup and deployment.
   ii. Four (4), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

m. **Legacy System Data Migration Services**
Professional will provide up to 30 hours of services to import data from CLIENT's existing legacy permitting system into PROFESSIONAL's web based **GeoPermits** system under the following expectations:
   i. Data from CLIENT's Legacy System will be imported, from the existing Legacy System Database to PROFESSIONAL's web based **GeoPermits** system. Legacy system data will be imported in its existing database structure, and PROFESSIONAL will not attempt to reprocess the data to make Legacy System data fit into workflows that are developed in the new **GeoPermits** system.
   ii. Professional assumes location-based permit data in the Legacy System includes a reference to a parcel (Parcel ID number). If not, PROFESSIONAL will need to develop a custom search interface for this system.
   iii. PROFESSIONAL will develop a history report that allows the user to view a list of permits that pertain to an individual parcel, including permits from both the legacy and new systems.
   iv. PROFESSIONAL can develop additional custom reports with data from the Legacy System, per CLIENT requests, but it may require additional costs that will be approved under subsequent agreements.

Time & Materials - PROFESSIONAL estimates this project will require 30 hours to import data from the legacy system and develop a history report, based on PROFESSIONAL's previous legacy permit system

integration projects. If CLIENT's Permitting Data Migration requires more than 30 hours to complete, additional services may be provided on an hourly billed Time & Materials, based on the following hourly fee schedule. PROFESSIONAL agrees not to proceed with hourly billed Time & Materials based services without additional written authorization from CLIENT. Time & Materials based services will be invoiced on a monthly basis for any services provided in the previous month.

Hourly Fee Schedule

JOB CLASSIFICATION/TITLE	HOURLY RATE
Sr. Developer	**$234.00**
Developer	**$204.00**
Analyst	**$152.00**
Sr. Implementation Manager	**$168.00**
Implementation Manager	**$138.00**
Implementation Specialist	**$116.00**

m. **Payment Processor Integration**
PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with PROFESSIONAL's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid, and to return the end user to the **GeoPermits** website.

n. **Basic Service Package**
i. Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
ii. 5 days' remote workflow development services (web-based)
iii. 2 consecutive days' onsite workflow development services

B. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **GeoPermits**

a. **One-time Setup Cost:** **$20,112**

Setup items:

Core Setup:	Included
Legacy Data Migration:	Included
Basic Services Package:	Included
Payment Processor Integration:	Included
Subtotal:	$25,632
Discount: (Payment Processor Integration)	($5,520)
Total:	$20,112

b. **Annual Hosting:** **$7,500**

Hosting items:

Core Hosting:	Included
Map Hosting:	Included

B. Payment Schedule

Year 1	**August 1, 2022 – December 31, 2022:** (Setup: $20,112, Hosting: $3,125-prorated)	**$23,237**
Year 2	**January 1, 2023 – December 31, 2023:**	**$7,500**
Year 3	**January 1, 2024 – December 31, 2024:**	**$7,500**

Project Schedule

a. **Portal Development**
   i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.
      1) Database connection information.
      2) Server name or IP address.
      3) Database name.
      4) User login information for read access.
      5) Data dictionary or schema, as available.
   ii. Network paths to all file data sources.
   iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.
   iv. All information must be provided by the CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. **Portal Hosting and Maintenance**
   i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
   ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.
If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through July 15, 2022.

PROFESSIONAL:	**CLIENT**:
Schneider Geospatial, LLC	Wabasha County, Minnesota
By: _____	By: _____
Print: Jeff Corns, GISP	Print: _____
Title: President	Title: _____
Date: _____	Date: _____