

**Wabasha County  
Board of Commissioners  
Meeting Agenda  
August 21, 2018  
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, Hall, Key, Springer, Wobbe)
- 4.0 **Approve Agenda**
- 5.0 **Staff Updates**
  - Shawn Gertken - GIS
- 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: August 7, 2018
  - B. Claims
  - C. Meal Vouchers
  - D. Per Diems
  - E. **Donations:** Approve and Accept a \$235.00 Donation in School Supplies to Social Services from an Anonymous Donor
  - F. **Highway:** Final Payment to Northern Salt Inc. for Completion of Project CP 79-18-6020 (2018-135)
    - 10.0 **Action/Discussion Items**
      - A. **Administration:** Lake Zumbro Funding Request (2018-136)
      - B. **Highway:** Maintenance Agreements with Cities for 2019 (2018-137)
      - C. **Highway:** Sign Request - Conception Church (2018-138)
    - 11.0 **Commissioner Reports**
    - 12.0 **Board Concerns**
    - 13.0 **Recess to SEMMCHRA Housing Trust Workshop**

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**MINUTES - REGULAR MEETING – TUESDAY, AUGUST 07, 2018**

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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, August 07, 2018 at 9:00 a.m.

08/07/18

The meeting was called to order by Board Chairperson Goihl.

CALL TO ORDER

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

ROLL CALL

SPRINGER-KEY

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

- Tammy Fiedler – Public Health
- Jeff Aitken – Recorder’s Office

Administrator Updates:

ADMINISTRATOR UPDATES

A. Anniversaries:

- Wayne Miller, Highway Department – 15 Years of Service

KEY-WOBBE

Motion to approve the consent agenda including the following:

APPROVE CONSENT AGENDA

Minutes: July 17, 2018

Claims

Meal Vouchers

Per Diems

Donations: Approve and Accept \$250.00 Donation from Mr. and Mrs. Arthur Squires to the Veterans Service Office

Donations: Approve and Accept Donations for Youth Link Mentorship Program from VFW Auxiliary District #1 donation of \$50.00, Alliance Bank donation of \$25.00, Schleicher Funeral Homes donation of \$50.00, Lake City Sportsman's Club donation of \$500.00, Commons Sense Development LLC donation of \$50.00, Bruce Kreofsky & Sons Inc donation of \$50.00, Big Bear Pizzeria & Deli donation of \$50.00, Jack Harvey LLC CPA's donation of \$100.00

Donations: Approve and Accept Adrian Swanson’s donation of six boxes to be used for K9 training at the CJC

Resolution No.: 2018-125

RES 2018-125:  
APPROVED  
REQUEST FOR  
PROPOSAL FOR  
GROUP LIFE  
INSURANCE

Whereas, Wabasha County is required under Minnesota Statute 471.6161 to solicit formal request for proposals (RFP) for employer paid life insurance every five years; and

Whereas, the aggregate value of benefits provided to employees covered by a collective bargaining agreement cannot be reduced unless agreed to by the bargaining units, and

Whereas, the current provider (Minnesota Life) provided a proposal that makes no changes to the current plan offered by the employer and therefore meets Minnesota Statute requirements.

Now Therefore, be it resolved, that the Wabasha County Board of Commissioners hereby approves continuing with the current provider (Minnesota Life), at the present level of coverage.

Resolution No.: 2018-126

RES 2018-126:  
APPROVED REVISED  
POLICY NUMBER:  
2090F THE  
WABASHA COUNTY  
COMPREHENSIVE  
POLICIES AND  
PROCEDURES  
MANUAL

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached revised Policy Number 209: Offensive Conduct, Sexual Harassment and Violence is hereby approved.

Resolution No.: 2018-127

Minnesota Surplus Services Distribution Center

Whereas, the County of Wabasha is eligible to acquire surplus Federal and/or State surplus property from the State of Minnesota Department of Administration , Fleet and Surplus Services Division, and

Whereas, signatures of employees authorized to select and remove property for the use of Wabasha County from the Minnesota Surplus Services Distribution Center is required, and

Now therefore be it resolved by the Wabasha County Board of Commissioners that, the following employees are authorized to select and remove Federal and/or State Surplus Property to be utilized by Wabasha County from the Minnesota Surplus Services Distribution Center provided that the County purchasing Policy has been adhered to:

1. Dietrich Flesh, County Engineer
2. James Webster, Highway Maintenance Supervisor
3. Dan Wagner, Highway Mechanic
4. Rodney Bartsh, Sheriff
5. Jim Warren, Chief Deputy
6. Blaine Hentz, Dispatch/PSAP Supervisor
7. Michael Plante, County Administrator
8. Ed Graner, Maintenance Engineer

Resolution No: 2018-128

Be It Resolved by Wabasha County that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2017 Chapter 4 Article 1, Section 38, Subdivision 2. This Grant should not be used to supplant or replace other funding.

Be It Further Resolved by the Wabasha County Board that Nathan Pelz, the County Veteran Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

Adopted Unanimously

KEY-WOBBE

Resolution No. 2018-129

WHEREAS, Minnesota Statutes, Sections 216C.435 and 216C.436 (the "Act") authorize the County to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the "Improvements") on qualifying real property located within the boundaries of the County; and

WHEREAS, an application was received from the Pilot Mound Farm operation for property located at 34901 County Road 78 Lake City, MN 55041 to participate in that PACE program (Parcel Numbers: R11.00207.06, R11.00204.00, R11.00205.00); and

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners the above referenced application, which is formally adopted by reference, is approved and that the Wabasha County Auditor/Treasurer's Office shall apply the special assessment to the property.

Adopted Unanimously

SPRINGER-HALL

RES 2018-127:  
APPROVED  
AUTHORIZATION OF VARIOUS  
EMPLOYEES TO  
SELECT AND  
REMOVE  
FEDERAL  
AND/OR STATE  
SURPLUS  
PROPERTY  
FROM THE  
MINNESOTA  
SURPLUS  
SERVICES  
DISTRIBUTION  
CENTER

RES 2018-128:  
APPROVED  
CVSO  
OPERATIONAL  
ENHANCEMENT  
GRANT  
PROGRAM

RES 2018-129:  
APPROVED  
PROPERTY  
ASSESSED  
CLEAN  
ENERGY (PACE)  
REQUEST –  
PILOT MOUND  
FARM  
APPLICATION

Resolution No.: 2018-130

Whereas, August 14<sup>th</sup> 2018 is the Primary Election date and November 6<sup>th</sup> 2018 is the State General Election date.

Whereas, if a recount(s) is called by the Secretary State, Recount Agreements are needed between State of Minnesota and Wabasha County.

Whereas, , State of Minnesota has drafted the Recount Agreements (attached).

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, authorizes Denise M Anderson, Chief Election Official, to sign the agreements with State of Minnesota dealing with a possible recount(s).

Adopted Unanimously

Presentation: Quarterly Financial Reports

SPRINGER-KEY

Resolution No.: 2018-131

Whereas, the Wabasha County Highway Department proposes to acquire property in addition to the existing right of way of County State Aid Highway 4 for the purpose of improvements under project SAP 079-604-051; and

Whereas, improvements under project SAP 079-604-051 are necessary in order to improve this segment of County State Aid Highway 4 to provide for public health, welfare, safety and convenience; and

Whereas, the property necessary to be acquired for improvements and existing right of way for project SAP 079-604-051 are described on Wabasha County Highway Right of Way Plat No. 49.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners hereby approves and accepts Wabasha County Highway Right of Way Plat No. 49 designating the location of right of way.

Be It Further Resolved by the Wabasha County Board of Commissioners that, the County Highway Engineer is hereby authorized to proceed to acquire the property as described in Wabasha County Highway Right of Way Plat No. 49 in accordance with applicable laws and statutes including the use of Eminent Domain.

Be It Further Resolved by the Wabasha County Board of Commissioners that, the County Highway Engineer is hereby authorized to proceed to make Application for Easement Across State Land to the State of Minnesota Department of Natural Resources and acquire the Easement applied for including payment for necessary acquisition costs for the applicable property parcels as described in Wabasha County Highway Right of Way Plat No. 49.

Adopted Unanimously

SPRINGER-KEY

Resolution No.: 2018-132

Whereas, the Wabasha County Highway Department proposes to acquire right of way in addition to the existing right of way of County State Aid Highway 59 for the purpose of improvements under project SP 079-070-010; and

Whereas, improvements under project SP 079-070-010 are necessary in order to improve this segment of County State Aid Highway 59 to provide for public health, welfare, safety and convenience; and

Whereas, the right of way necessary to be acquired for improvements for project SP 079-070-010 are described as follows:

1. That part of Outlots Number 14, 15 and 16 in Section 30, Township 111 North, Range 10 West, according to the Wellman's survey of said Section 30, on file in the Wabasha County Recorder's Office, Wabasha County Minnesota, described as follows:  
Commencing at the northwest corner of the Southwest Quarter of Section 30, Township 111 North, Range

RES 2018-130:  
APPROVED  
AUTHORIZATION OF DENISE M ANDERSON, CHIEF ELECTION OFFICIAL, TO SIGN THE RECOUNT AGREEMENTS BETWEEN WABASHA COUNTY AND STATE OF MINNESOTA

RES 2018-131:  
APPROVED  
AUTHORIZATION OF THE ACQUISITION OF RIGHT-OF-WAY COUNTY STATE AID HIGHWAY 4

RES 2018-132:  
APPROVED  
AUTHORIZATION OF THE ACQUISITION OF RIGHT-OF-WAY COUNTY STATE AID HIGHWAY 59

10 West; thence east along the north line of the Southwest Quarter of said Section 30, a distance of 2414.03 feet to the easterly right of way line of Trunk Highway 61 being the point of beginning of the land to be described; thence continue east along the north line of the Southwest Quarter and Southeast Quarter of said Section 30, a distance of 206.95 feet; thence North 28 degrees 58 minutes 50 seconds West oriented with the Wabasha County coordinate system NAD 1983, 1996 adjustment (HARN) a distance of 1147.57 feet to the southerly line of Outlot 11; thence South 32 degrees 41 minutes 00 seconds West along the southerly line of Outlot 11 a distance of 122.68 feet to the easterly right of way line of Trunk Highway 61; thence continue southeasterly along the easterly right of way line of Trunk Highway 61 a distance of 995.92 feet to the point of beginning and there terminating.

Containing 3.59 acres, more or less.

2. That part of Outlot Number 11 in Section 30, Township 111 North, Range 10 West, according to the Wellman's survey of said Section 30, on file in the Wabasha County Recorder's Office, Wabasha County Minnesota, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 30, Township 111 North, Range 10 West; thence east along the north line of the Southwest Quarter of said Section 30, a distance of 2414.03 feet to the easterly right of way line of Trunk Highway 61; thence northwesterly along the easterly right of way line of Trunk Highway 61 to the southwest corner of Outlot 11 a distance of 995.92 feet, being the point of beginning of the land to be described; thence North 32 degrees 41 minutes 00 seconds East along the southerly line of Outlot 11, a distance of 83.37; thence North 31 degrees 32 minutes 37 seconds West a distance of 507.86 feet to the northerly line of Outlot 11, thence South 31 degrees 19 minutes 18 seconds West along the northerly line of Outlot 11 to the easterly right of way line of Trunk Highway 61 a distance of 11.13 feet; thence southeasterly along the easterly right of way line of Trunk Highway 61 a distance of 542.96 feet to the point of beginning and there terminating.

Containing 0.50 acres, more or less.

3. That part of Lot 9 of WELLMAN'S SURVEY of Section 30, Township 111 North, Range 10 West, according to the plat thereof, on file in the Wabasha County Recorder's Office, Wabasha County Minnesota, described as follows:

Commencing at the west quarter corner of Section 30, Township 111 North, Range 10 West, Wabasha County, Minnesota; thence on an assumed bearing of North 01 degrees 05 minutes 28 seconds West, along the west line of the Northwest Quarter of said Section 30, a distance of 1776.88 feet; thence North 88 degrees 54 minutes 32 seconds East, a distance of 2026.97 feet to the most easterly corner of said Lot 9; thence South 31 degrees 19 minutes 21 seconds West, along the southeasterly line of said Lot 9, a distance of 425.39 feet to the northeasterly right of way line of State Highway No. 61; thence North 24 degrees 38 minutes 57 seconds West, along said northeasterly right of way line, a distance of 262.98 feet to an angle point in said northeasterly right of way line, being the point of beginning of the land to be described; thence South 31 degrees 19 minutes 21 Seconds West, along said northeasterly right of way line, a distance of 67.54 feet; thence along a curve concave to the southeast, has a radius of 300.00 feet, a central angle of 48 degrees 41 minutes 22 seconds, a chord bearing of North 30 degrees 05 minutes 30 seconds East and a chord distance of 247.34 feet; thence South 29 degrees 37 minutes 46 seconds West, a distance of 179.82 feet to the point of beginning.

Containing 0.11 acres, more or less.

4. That part of Lot 9 of WELLMAN'S SURVEY of Section 30, township 111 North, Range 10 West, according to the plat thereof, on file in the Wabasha County Recorder's Office, Wabasha County, Minnesota, described as follows:

Commencing at the west quarter corner of Section 30, Township 111 North, Range 10 West, Wabasha County, Minnesota; thence on an assumed bearing of North 01 degrees 05 minutes 28 seconds West, along the west line of the Northwest Quarter of said Section 30, a distance of 1776.88 feet; thence North 88 degrees 54 minutes 32 seconds East, a distance of 2026.97 feet to the most easterly corner of said Lot 9, being the point of beginning of the land to be described; thence South 31 degrees 19 minutes 21 seconds West, along the southeasterly line of said Lot 9, a distance of 425.39 feet to the northeasterly right of way line of State Trunk Highway 61; thence North 24 degrees 38 minutes 57 seconds West, along said northeasterly right of way line, a distance of 262.98 feet to an angle point in the northeasterly right of way line; thence North 29 degrees 37 minutes 46 seconds East, a distance of 283.24 to a point on the northeasterly line of said Lot 9, distant 226.37 feet northwesterly from the point of beginning; thence South 57 degrees 26 minutes 20 seconds East, along the Northeasterly line of said Lot 9, a distance of 226.37 feet to the point of beginning.

Containing 1.80 acres, more or less.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that the County Highway Engineer is hereby authorized to proceed to acquire right of way as described above in accordance with applicable laws and statutes including the use of Eminent Domain.

Be It Further Resolved by the Wabasha County Board of Commissioners that, the Chair of the County Board and County Administrator are authorized to execute documents, if any, to secure right of way from the United States of America - Corps of Engineers as described in the above description #1.

Adopted Unanimously

WOBBE-KEY

Resolution No.: 2018-133

Whereas, Wabasha County needs to add network capacity in several locations;

Whereas, the IT Department has researched options compatible with our other systems and has selected suitable equipment;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the IT Director is hereby authorized to purchase two network switches, and related equipment, for not more than \$12,000.

Adopted Unanimously

Presentation: Update on Southern Minnesota Initiative Foundation and 2019 Funding Request

Presentation: SEMMCHRA 2019 Levy Request

Lighting Standards Discussion for Zoning Ordinance

HALL-SPRINGER

Resolution No.: 2017-134

Donation to Veteran's Services Home in the City of Preston / Fillmore County

Whereas, the first skilled nursing Veteran's Home in SE Minnesota is being constructed in the City of Preston located in Fillmore County; and

Whereas, it is envisioned that some veteran's from Wabasha County will benefit from the construction of the facility; and

Whereas, the federal government will match local and state contributions at a 2-1 ratio;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the County Administrator is authorized to facilitate the donation of \$5,000 towards the project on behalf of Wabasha County.

Adopted Unanimously

RES 2018-133:  
APPROVED  
PURCHASE OF 2  
NETWORK  
SWITCHES,  
WITH  
MODULES AND  
CABLES

RES 2018-134:  
APPROVED  
DONATION TO  
VETERAN'S  
SERVICES  
HOME IN THE  
CITY OF  
PRESTON /  
FILLMORE  
COUNTY

Commissioners reported on meetings they attended

HALL-SPRINGER

Motion to adjourn

Adopted Unanimously

**BOARD OF COUNTY COMMISSIONERS**

WABASHA COUNTY, MINNESOTA

BY: \_\_\_\_\_  
Brian Goihl, County Board Chair

ATTEST:

BY: \_\_\_\_\_  
Michael P. Plante, County Administrator

COMMISSIONER  
REPORTS

BOARD  
CONCERNS

ADJOURN

**WABASHA COUNTY  
BOARD MEETING  
21-Aug-18**

**AUDITOR'S WARRANTS**

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
8/13/2018		39846-39854	\$ 207,237.35
8/13/2018	4862-4865	39855-39886	\$ 465,515.23
8/13/2018		39887-39893	\$ 6,872.02
8/13/2018	4866-4892	39894-39950	\$ 343,919.61

**TOTAL AUDITOR'S WARRANTS**

**\$ 1,023,544.21**

**MEAL VOUCHERS**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Carl, April	8/1/2018	\$ 7.58
Dondlinger, Brittany	8/2/2018	\$ 7.41
Frantz, Nicole	07/25-7/31/2018	\$ 27.34
Griggs, Mandy	7/23/2018	\$ 8.20
Griggs, Mandy	8/1/2018	\$ 6.67
LaDuke, Kayla	8/3/2018	\$ 10.00

**TOTAL MEAL VOUCHERS**

**\$ 67.20**

**TAXABLE UNIFORM ALLOWANCE**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
<b>TOTAL UNIFORM ALLOWANCE VOUCHERS</b>		<b><u>\$ -</u></b>

**WABASHA COUNTY  
BOARD MEETING  
21-Aug-18**

**PER DIEM PAYMENT REQUEST**

<b><u>COMMISSIONER</u></b>	<b><u>DATE</u></b>	<b><u>COMMITTEE</u></b>	<b><u>AMOUNT</u></b>
Goihl, Brian			<u>\$ -</u>
Hall, Rich	07/03/18	ZONING MEETING	50.00
	07/09/18	SEMN WATER MEETING	50.00
	07/10/18	PERS COMM MEETING	50.00
	07/23/18	SCHEDULED MEETING	50.00
	07/24/18	BIKE TRAIL	50.00
	07/26/18	SWCD	50.00
	07/31/18	BUDGET MEETING	\$ 50.00
			<u><b>\$ 350.00</b></u>
Key, Cheryl	07/10/18	PERS COMM MEETING	50.00
	07/12/18	HIGH SPEED RAIL	50.00
	07/24/18	SELCO	50.00
			<u><b>\$ 150.00</b></u>
Springer, Don			<u>\$ -</u>
Wobbe, Mike			<u>\$ -</u>
			<u>\$ -</u>
<b>TOTAL PER DIEMS REQUESTED</b>			<u><b>\$ 500.00</b></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 of the committee the results of the information gathering or liaison activities

**DONATION**  
**Board of Commissioners**  
**Wabasha County**

**Date:** August 21, 2018

**Agenda Item Number:** 9.0 E

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**Agenda Item:**

Accepting donated school supplies.

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**Requested Action:**

Approval of donated items to the Social Services Unit.

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**Fiscal Impact:**

A donation of 3 Sharpie 12 ct. highlighters, 60 Elmer's all purpose glue sticks, 36 Papermate white pearl erasers, 8 Ticonderoga 12 ct. packs of pencils, 15 Crayola 12 ct. colored pencils, 18 Crayola 24 ct. crayons, 24 Crayola 10 ct. classic markers, and 100 Smead 2 pocket folders was accepted by the Social Services Unit. The approximately fiscal impact on the county is \$235.00.

\*\*\*\*\*

**Background/Recommendation:**

On August 3, 2018, Wabasha County Social Services was approached by a community member who expressed an interest in donating school supports for children and families served by Social Services. This individual wished to remain anonymous. The donated supplies were accepted on August 13, 2018. The donated items will be provided to children and families served by Wabasha County on Friday, August 17, 2018.

\*\*\*\*\*

**Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

**Date:**

August 21, 2018

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**Agenda Item:**

Final Payment to Northern Salt Inc. for completion of Project CP 79-18-6020

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**Requested Action:**

Adoption of Resolution 2018- authorizing the Wabasha County Auditor/Treasurer to issue a warrant for final payment to Northern Salt Inc. for completion of Project CP 79-18-6020 – Chloride in the amount of \$3779.09.

\*\*\*\*\*

**Fiscal Impact:**

The total cost of this project is \$75,581.75. The amount of final payment is \$3779.09 which is the retainage currently being withheld.

\*\*\*\*\*

**Background/Recommendation:**

Contract No. 18004 has been completed.

The County Engineer recommends adoption of Resolution No. 2018-135

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**Action:**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

No action required:\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2018-135**

**Whereas**, Project CP 79-18-6020 – Application of Chloride Solution 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 Northern Salt Inc. in the amount of \$3779.09.

Adopted this 21<sup>st</sup> day of August 2018 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Brian Goihl  
County Board Chair

Attest:

By: \_\_\_\_\_  
Michael P. Plante  
County Administrator

# Board of Commissioners Wabasha County

Agenda Item Number: 10.0 A

Date:

August 21, 2018

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Agenda Item:

Lake Zumbro Funding Request

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Requested Action:

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Fiscal Impact:

\$31,430

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Background/Recommendation:

On Tuesday July 31, 2018 the bids from the contractors interested in the Lake Zumbro dredging project were opened. The bids were \$2,100,000 over the engineer's estimate based on the quantity of material which they had hoped to remove from the lake during the dredging project. You can find a breakdown of this on the attached Lake Zumbro Budget Summary. Because of that substantial overage, some hard decisions need to be made to either decrease the scope of the project to reduce the costs and/or find a way to raise more revenue to cover the added costs. It was suggested by the professional engineering staff after reviewing the bids that they believe they can shave about \$1,000,000 in costs from the project by "value engineering" discussions with Brennen, the proposed project contractor. That leaves about \$1,100,000 which still needs to be raised from other sources.

It was proposed that this additional money be raised by asking the entities which have already committed to help fund the project to make an additional contribution proportional to the investment each has already made to the project. So since the local assessments currently make up 46.2% of the project, it was proposed to ask the property

owners being assessed to contribute 46.2% of the additional \$1,100,000 needed to make up this shortfall which comes to an additional \$508,230. **Since Wabasha County's \$100,000 contribution made up 2.9% of the project cost, it is being requested that Wabasha County potentially fund an additional 2.9% of the \$1,100,000 project shortfall which comes to \$31,430.**

\*\*\*\*\*

**Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_\_

Vote Nay: \_\_\_\_\_

No action required: \_\_\_\_\_

# Wabasha County Board of Commissioners

## Resolution No.: 2018-136

### Lake Zumbro Funding Request

**Whereas**, On Tuesday July 31, 2018 the bids from the contractors interested in the Lake Zumbro dredging project were opened. The bids were \$2,100,000 over the engineer's estimate based on the quantity of material which they had hoped to remove from the lake during the dredging project.

**Whereas**, It was suggested by the professional engineering staff after reviewing the bids that they believe they can shave about \$1,000,000 in costs from the project by "value engineering" discussions with Brennen, the proposed project contractor. That leaves about \$1,100,000 which still needs to be raised from other sources.

**Whereas**, Since Wabasha County's \$100,000 contribution made up 2.9% of the project cost, it is being requested that Wabasha County potentially fund an additional 2.9% of the \$1,100,000 project shortfall which comes to \$31,430.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, Wabasha County will contribute up to an additional \$31,430 to the Lake Zumbro dredging project. The County Administrator is authorized to determine the amount, up to \$31,430, of actual funding to be made if regional partners provide funding in an amount less than their proportional share. Those funds will be spread out over the remaining payments left on the initial \$100,000 contribution starting in 2019.

Adopted this 21st day of August, 2018 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Brian Goihl  
Board Chair

Attest:

By: \_\_\_\_\_  
Michael P. Plante  
County Administrator

Lake Zumbro Budget Summary

**Project Budget** \$7,640,000

**Project Costs**

Engineering \$730,000  
 Olmsted County Admin \$50,000  
 Land Acquisition \$0  
 Lease (5-years) \$88,800

Available for Const. \$6,771,200

Low Bid - Brennan Construction \$8,871,265

Difference \$2,100,065

Local Match \$3,500,000 % Contribution

Assessments \$1,617,000 46.2%  
 RPU \$1,167,000 33.3%  
 Lake Zumbro Forever \$216,000 6.2%  
 Olmsted County \$400,000 11.4%  
 Wabasha County \$100,000 2.9%

Value Engineering 1,000,000

Funding Shortfall \$1,100,065

Funding Shortfall by % Contribution

\$508,230  
 \$366,793  
 \$67,890  
 \$125,722  
 \$31,430

Lake Zumbro Assessment Summary

<u>Assessment Amount</u>	<u>Increase</u>	<u>REU Rate</u>	<u>Dredge Area</u>	<u>Non-Dredge Area</u>	<u>Notes</u>	<u>Wabasha REU's</u>	<u>Olmsted REU's</u>	<u>Total</u>
\$1,616,500	\$0	\$4,541	\$5,222	\$3,860	Preliminary Hearing Amount	143.59	201.92	345.51
\$1,650,003	\$0	\$4,907	\$5,643	\$4,171	Adjusted Preliminary Amount	143.41	192.845	336.255
\$2,158,757	\$508,754	\$6,420	\$7,383	\$5,457				
\$2,750,902	\$1,100,899	\$8,181	\$9,408	\$6,954				
\$3,451,658	\$1,801,655	\$10,265	\$11,805	\$8,725				

# Board of Commissioners Wabasha County

**Agenda Item Number:** 10.0 B

**Date:**

August 21, 2018

\*\*\*\*\*

**Agenda Item:**

Maintenance Agreements with Cities for 2019

\*\*\*\*\*

**Requested Action:**

Consider and authorize execution of Maintenance Agreements with Cities either Option A (hauling payment included), or B (no hauling payment). Only one Option (A or B) should be authorized.

\*\*\*\*\*

**Fiscal Impact:**

The proposed Agreements are funded from the County's State Aid Municipal Maintenance Apportionment. The total cost for Option A Maintenance Agreements is \$14,315.03. The total cost for Option B Maintenance Agreements is \$10,054.59.

\*\*\*\*\*

**Background/Recommendation:**

Maintenance agreements with cities have previously been executed annually for snow plowing and hauling, and sweeping. The proposed amounts per mile reflect expected costs to the County for the work described, and are based on the County's last 3 complete years' average snow and ice removal costs per mile increased for municipal work, and expected sweeping costs.

Previous maintenance agreements have provided funds to cities for the hauling of snow on sections of road in business areas of the cities. The County does not normally perform hauling operations, and would do so only if necessary for public safety or as time allows. Option A, which includes hauling of snow, was the approved option of the County Board for 2018 maintenance.

If the County Board desires to fund hauling of snow by Cities for the listed sections of road, then Option A Maintenance Agreements are recommended. If the County Board does not desire to fund hauling of snow by Cities for listed sections of road, then Option B Maintenance Agreements are recommended. If the County Board or City does not approve any Agreement, County forces would provide the services of plowing (without hauling).

\*\*\*\*\*

**Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

No action required: \_\_\_\_

## Wabasha County Board of Commissioners

### Resolution No.: 2018-137

#### Maintenance Agreements with Cities for 2019 (Option A)

**Whereas**, Wabasha County is obligated to maintain County State Aid Highways within cities throughout the County, and

**Whereas**, it is more expedient for the citizens of the listed cities to have those cities perform the maintenance activities of snow and ice control and removal, and sweeping and removal of debris.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the County of Wabasha enter into the attached agreements for the maintenance activities described above with the City of Elgin, Kellogg, Mazeppa, Millville, Plainview and Wabasha, and authorizes the Chair of the Board and County Administrator to execute the Agreements. The table below is a summary of the mileages and payment amounts of the agreements.

City	Road	Termini	Snow/Ice Removal Method	Length (miles)	Annual Payment Rate (\$/mile)	Amount
Elgin	CSAH 50 (Main Street)	Center Ave - TH 42	Plowing and Hauling	0.21	4128	866.88
		4th Ave SW - Center Ave	Plowing	0.29	1651	478.79
Kellogg	CSAH 18 (Belvidere St.)	TH 61 - Watopa St.	Plowing	0.33	1651	544.83
	CSAH 18 (Belvidere/Dodge St.)	Watopa St - Austin Ave.	Plowing and Hauling	0.20	4128	825.60
	CSAH 18 (Dodge St.)	Austin Ave. - CR 84	Plowing	0.25	1651	412.75
Mazeppa	CSAH 1 (1st Street)	TH 60 - Chestnut St	Hauling only	0.37	2477	916.49
	CSAH 54 (Chestnut St)	1st St - TH 60	Plowing	0.70	1651	1155.70
Millville	CSAH 55 (Division St)	Bridge St - Bench St	Plowing and Hauling	0.14	4128	577.92
Plainview	CSAH 56 (3rd St SW)	TH 42 - 2nd Ave SW	Plowing	0.32	1651	528.32
	CSAH 56 (3rd St SW)	2nd Ave SW - W Broadway	Plowing and Hauling	0.14	4128	577.92
	CSAH 57 (9th and 10th St SW)	TH 42 - W Broadway	Plowing	0.49	1651	808.99
Wabasha	CSAH 58 (2nd St)	Hiawatha Dr - Pembroke Ave	Plowing	0.45	1651	742.95
	CSAH 58 (Main and Bridge St)	Pembroke Ave - Grant Blvd	Plowing and Hauling	0.43	4128	1775.04
	CSAH 59 (Grant Blvd)	Bridge St - TH 61	Plowing	1.54	1651	2542.54
	CSAH 64 (Gambia)	Hiawatha Dr - Grant Blvd	Plowing	0.37	1651	610.87
	CSAH 65 (Pembroke)	Grant Blvd - Main St	Plowing and Hauling	0.23	4128	949.44
				6.46	<b>Total =</b>	<b>\$14,315.03</b>

Adopted this 21<sup>st</sup> day of August 2018 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Brian Goihl  
County Board Chair

Attest:

By: \_\_\_\_\_  
Michael P. Plante  
County Administrator

## Wabasha County Board of Commissioners

### Resolution No.: 2018-137

#### Maintenance Agreements with Cities for 2019 (Option B)

**Whereas**, Wabasha County is obligated to maintain County State Aid Highways within cities throughout the County, and

**Whereas**, it is more expedient for the citizens of the listed cities to have those cities perform the maintenance activities of snow and ice control and removal, and sweeping and removal of debris.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the County of Wabasha enter into the attached agreements for the maintenance activities described above with the City of Elgin, Kellogg, Mazeppa, Millville, Plainview and Wabasha, and authorizes the Chair of the Board and County Administrator to execute the Agreements. The table below is a summary of the mileages and payment amounts of the agreements.

City	Road	Termini	Snow/Ice Removal Method	Length (miles)	Annual Payment Rate (\$/mile)	Amount
Elgin	CSAH 50 (Main Street)	4th Ave SW - TH 42	Plowing	0.50	1651	825.50
	CSAH 18					
Kellogg	(Belvidere and Dodge St)	TH 61 - CR 84	Plowing	0.78	1651	1287.78
Mazeppa	CSAH 54 (Chestnut St)	1st St - TH 60	Plowing	0.70	1651	1155.70
Millville	CSAH 55 (Division St)	Bridge St - Bench St	Plowing	0.14	1651	231.14
Plainview	CSAH 56 (3rd St SW)	TH 42 - W Broadway	Plowing	0.46	1651	759.46
	CSAH 57 (9th and 10th St SW)	TH 42 - W Broadway	Plowing	0.49	1651	808.99
Wabasha	CSAH 58 (2nd St)	Hiawatha Dr - Grant Blvd	Plowing	0.88	1651	1452.88
	CSAH 59 (Grant Blvd)	Bridge St - TH 61	Plowing	1.54	1651	2542.54
	CSAH 64 (Gambia)	Hiawatha Dr - Grant Blvd	Plowing	0.37	1651	610.87
	CSAH 65 (Pembroke)	Grant Blvd - Main St	Plowing	0.23	1651	379.73
				6.09	<b>Total =</b>	<b>\$10,054.59</b>

Adopted this 1<sup>st</sup> day of August 2017 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_

Brian Goihl  
County Board Chair

Attest:

By: \_\_\_\_\_

Michael P. Plante  
County Administrator

# **Option A Agreements**













# **Option B Agreements**





Maintenance Agreement  
Between Wabasha County and the City of Mazeppa

WHEREAS, Wabasha County State Aid Highways 1 and 54 are within the City of Mazeppa; and

WHEREAS, Wabasha County is obliged to maintain these roads; and

WHEREAS, It is beneficial for the citizens of the City of Mazeppa and Wabasha County to have the City of Mazeppa perform the following maintenance activities on the listed road segments:

Sweeping and removal of debris.  
Snow and ice control including applying salt and/or abrasives and removal by the method shown in the table below.

Road	Termini	Snow/Ice Removal Method	Length (miles)	Annual Payment Rate (\$/mile)	Amount
CSAH 54 (Chestnut St)	1st St - TH 60	Plowing	0.70	1,651	1,155.70
<b>Total Annual Amount =</b>					<b>\$1,155.70</b>

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That Wabasha County agrees to pay the City of Mazeppa for performing the above described maintenance activities on the listed roads from January 1, 2019 through December 31, 2019 in one annual payment having a total amount of \$1155.70.

The City of Mazeppa agrees to indemnify and hold harmless Wabasha County from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to the activities conducted by the City of Mazeppa under this Agreement. The City of Mazeppa will be solely responsible for its own employees for any Workers Compensation claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

**City of Mazeppa, Minnesota**

**County of Wabasha**

APPROVED:

APPROVED:

\_\_\_\_\_  
City Mayor Date

\_\_\_\_\_  
County Board Chair Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
County Administrator Date



Maintenance Agreement  
Between Wabasha County and the City of Plainview

WHEREAS, Wabasha County State Aid Highways 56 and 57 are within the City of Plainview; and

WHEREAS, Wabasha County is obliged to maintain these roads; and

WHEREAS, It is beneficial for the citizens of the City of Plainview and Wabasha County to have the City of Plainview perform the following maintenance activities on the listed road segments:

Sweeping and removal of debris.  
Snow and ice control including applying salt and/or abrasives and removal by the method shown in the table below

Road	Termini	Snow/Ice Removal Method	Length (miles)	Annual Payment Rate (\$/mile)	Amount
CSAH 56 (3rd St SW)	TH 42 - W Broadway	Plowing	0.46	1,651	759.46
CSAH 57 (9th and 10th St SW)	TH 42 - W Broadway	Plowing	0.49	1,651	808.99
<b>Total Annual Amount =</b>					<b>\$1,568.45</b>

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That Wabasha County agrees to pay the City of Plainview for performing the above described maintenance activities on the listed roads from January 1, 2019 through December 31, 2019 in one annual payment having a total amount of \$1568.45.

The City of Plainview agrees to indemnify and hold harmless Wabasha County from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to the activities conducted by the City of Plainview under this Agreement. The City of Plainview will be solely responsible for its own employees for any Workers Compensation claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

**City of Plainview, Minnesota**

**County of Wabasha**

APPROVED:

APPROVED:

\_\_\_\_\_  
City Mayor Date

\_\_\_\_\_  
County Board Chair Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
County Administrator Date

Maintenance Agreement  
Between Wabasha County and the City of Wabasha

WHEREAS, Wabasha County State Aid Highways 58, 59, 64, and 65 are within the City of Wabasha; and

WHEREAS, Wabasha County is obliged to maintain these roads; and

WHEREAS, It is beneficial for the citizens of the City of Wabasha and Wabasha County to have the City of Wabasha perform the following maintenance activities on the listed road segments:

- Sweeping and removal of debris.
- Snow and ice control including applying salt and/or abrasives and removal by the method shown in the table below.

Road	Termini	Snow/Ice Removal Method	Length (miles)	Annual Payment Rate (\$/mile)	Amount
CSAH 58 (2nd St)	Hiawatha Dr - Grant Blvd	Plowing	0.88	1,651	1,452.88
CSAH 59 (Grant Blvd)	Bridge St - TH 61	Plowing	1.54	1,651	2,542.54
CSAH 64 (Gambia)	Hiawatha Dr - Grant Blvd	Plowing	0.37	1,651	610.87
CSAH 65 (Pembroke)	Grant Blvd - Main St	Plowing	0.23	1,651	379.73
<b>Total Annual Amount =</b>					<b>\$4,986.02</b>

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That Wabasha County agrees to pay the City of Wabasha for performing the above described maintenance activities on the listed roads from January 1, 2019 through December 31, 2019 in one annual payment having a total amount of \$4,986.02.

The City of Wabasha agrees to indemnify and hold harmless Wabasha County from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to the activities conducted by the City of Wabasha under this Agreement. The City of Wabasha will be solely responsible for its own employees for any Workers Compensation claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

**City of Wabasha, Minnesota**

**County of Wabasha**

APPROVED:

APPROVED:

\_\_\_\_\_  
City Mayor Date

\_\_\_\_\_  
County Board Chair Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
County Administrator Date

# Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date:

August 21, 2018

\*\*\*\*\*

Agenda Item:

Sign Request - Conception Church

\*\*\*\*\*

Requested Action:

Consider Resolution 2018-138 establishing terms for the requested flashing signs along County Highway 18.

\*\*\*\*\*

Fiscal Impact:

Estimated costs vary depending on actual signs installed and desired, but total costs of flashing signs could be expected to be approximately \$5000. If the proposed Resolution is adopted, the County's cost participation would not exceed \$2500.

\*\*\*\*\*

Background/Recommendation:

The County Board recently adopted a Traffic Sign Policy regarding the processing of requests through the Highway Department. For some past requests and in this situation, requestors may have contacted the County Administrator and/or County Board member(s) for consideration of a request prior to a request to the Highway Department. The attached Resolution is similar to the language adopted by the County Board regarding County participation on a recently approved similar request.

\*\*\*\*\*

Action:

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

No action required:\_\_\_\_

**Wabasha County Board of Commissioners**

**Resolution No.: 2018-138**

**Now Therefore be it Resolved that the Wabasha County Board of Commissioners that** the County Administrator and County Engineer shall work with Immaculate Conception Church to develop an agreement for the installation of flashing pedestrian crossing signs on Wabasha County Highway 18 with the County's participation of 50% of total costs, in an amount not to exceed \$2500 (excluding any electrical work, if any).

**Be It Further Resolved that the Wabasha County Board of Commissioners that** the County Board Chair and County Administrator are hereby authorized to execute such an agreement described above.

Adopted this 21<sup>st</sup> day of August, 2018 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Brian Goihl  
County Board Chair

Attest:

By: \_\_\_\_\_  
Michael P. Plante  
County Administrator

**Red Wing Affordable Housing Trust Fund  
Tactical Plan for Use of Funds  
March 14, 2017**

**Preamble**

The Red Wing Affordable Housing Trust Fund (AHTF) was created in 2015 by the Red Wing Housing and Redevelopment (HRA) and Red Wing City Council (CC). An AHTF Memorandum giving the general guidelines of the AHTF were developed and accepted by both the HRA and CC in 2016. This Tactical Plan is designed to be more specific in the funding and usage of the funds over a specific period of time.

**Community Advisory Committee**

The HRA created a Community Advisory Committee (Committee) to develop this Tactical Plan. Members of the Committee include Colleen Clark (HRA Board Chair), Greg Schoener (Former HRA Board Chair), Jake Dahl (Realtor), Anthony Nemcek, (Citizen and Planner), Patti Robertson (Banker), Steve Setzer (Architect) and Randal Hemmerlin (HRA). The Committee met several times at the Jordan Tower II Conference Room to discuss the funding and usage of the AHTF.

The Committee shall meet at least twice per year to review and make recommendations on the funding and usage of the AHTF. The HRA shall have control of who is a member of the Committee. The Committee shall determine how the Committee shall function when it meets.

**Must follow the AHTF Memorandum**

The AHTF Memorandum is the guiding document for the use of the funds and nothing in the Tactical Plan can contradict the AHTF Memorandum.

**Funding**

The Committee recommends that the AHTF be funded annually \$100,000 per year from the HRA Tax Levy funds. Because of the emphasis of the need for Workforce Housing in the City, the Committee recommends that the HRA create an outreach program to the major employers in the City and contact these employers at least once per year requesting a contribution to the AFHT. In addition, Goodhue County should be contact annually for AHTF funding to assist in housing. It is also recommended that the City through its Planning Department give consideration that a small percent (5% or less) of their building permit fees be dedicated to the AHTF.

The Committee shall decide if the HRA should apply for and accept matching State funds that become available through legislative actions, depending on the requirements of those matching funds.

**The AHTF Bank Account**

The AHTF funds shall be placed in a FDIC insured checking account. The AHTF will place funds in interest bearing accounts (for example, money market, CDs, etc.) as much as feasible depending on planned usage. The HRA shall determine the best rates available through a phone or written survey and place the funds in the best interest bearing account possible.

**Usage of AHTF Funds**

Many alternatives are possible for the usage of the funds. For the period of January 2017 through December 2017, we anticipate the AHTF will have \$203,842 in funds from tax levy funds. This will increase \$100,000 annually from tax levy funds, subject to the City Council approval. The Committee recommends the following usage of the funds going forward:

- \$40,000 of the 2016 and 2017 moneys will be used for a Homebuyers assistance plan.
- \$40,000 of the 2016 and 2017 moneys will be used for smaller Multi-family housing developments.
- \$120,000 or what is remaining will of the 2016 and 2017 funds will be bank for a larger Multi-family housing development.
- Going forward, 20% of moneys will be used for a Homebuyers assistance plan.
- Going forward, 20% of moneys will be used for smaller Multi-family housing developments.
- Going forward, 60% of moneys will be used for larger Multi-family housing developments.

#### **Applications for Funds**

For Multifamily Proposals, Request for Proposals shall be used to accept applications and will be advertised in the local newspaper of record for dispersing the funds. The HRA shall determine the date for issuing the RFP.

For Single Family Housing Homebuyers Assistance, the HRA shall accept applications on a pipeline basis and continue to process the applications until the funds are expended. The maximum amount of Homebuyers Assistance per applicant is \$9,000. The HRA shall develop Homebuyers Assistance guidelines to be used in the administration of the loans.

#### **Target Projects or Areas**

The HRA may consider targeting the funds, as recommended by the Committee to the following:

- Existing buildings that could be converted into housing projects
- Areas of recognized need and blight

## Goodhue County Trust Fund

~~06/21/2018~~ 08/09/2018

### 1.00 SEMMCHRA GOODHUE COUNTY AFFORDABLE HOUSING TRUST FUND

(1) Purpose and Intent.

There is hereby created and established for the County of Goodhue a fund to be known and denominated as the SEMMCHRA Goodhue County Affordable Housing Trust Fund (AHTF). This fund shall include a preference for the creation of Workforce and Elderly Housing units, which shall include moderate, low, and very low-income households. The Trust Fund shall be a permanent endowment and continually renewable source of revenue to meet, in part, the housing needs of Moderate, Low Income and Very Low Income households of the County. The Trust Fund is to provide loans and grants to homeowners, and for-profit and non-profit housing developers for the acquisition, rehabilitation, emergency housing, capital and soft costs necessary for the creation of new Affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible. Projects funded by the Trust Fund shall be disbursed throughout the County so no single area experiences a disproportionate concentration of housing units for Low Income and Very Low Income households.

(2) Definitions.

In this section:

- (a) "Affordable" means a housing unit that has an Affordable Housing Cost.
- (b) "Affordable Housing Cost" means an amount satisfied by:
  - 1. For owner-occupied housing, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowners association dues which allows a Moderate, Low Income or Very Low Income household to purchase a home, while paying no more than thirty (30%) of their gross household income; and,
  - 2. For rental or cooperative housing, a housing payment, inclusive of a reasonable allowance for heating, which allows a Very Low Income household to rent a unit, while paying no more than thirty (30%) of their gross household income.
- (c) "Area Median Income" means the median income for the Goodhue County area adjusted for family size, as published by the United States Department of Housing and Urban Development.
- (d) "Assisted Unit" means a housing unit that is Affordable because of financial assistance from the Trust Fund.

- (e) "Commission" means the SEMMCHRA Board of Commissioners.
- (f) "Elderly Housing" means owner-occupied or rental housing units that at least one household member is 55 or older.
- (g) "Emergency Housing" means a short-term accommodation for people who are homeless or in crisis.
- (h) "Grants Supervisor" means the SEMMCHRA Housing and Redevelopment Authority Executive Director, or his or her designee.
- (i) "Low Income" means gross household income adjusted for family size that is at or below eighty percent (80%) of Area Median Income, but more than fifty percent (50%) of Area Median Income.
- (j) "Moderate Income" means gross household income adjusted for family size that is at or below 115 percent (115%) of Area Median Income, but more than Eighty percent (80%) of Area Median Income.
- (k) "Project" means a single-family house or a multifamily apartment complex, either as owner-occupied property or rental property.
- (l) "Recipient" means any homeowner, for-profit or non-profit housing developer that receives funds in the form of a loan or a grant from the Trust Fund Account. A Recipient may be an individual, partnership, joint venture, limited liability company or partnership, association or corporation.
- (m) "SEMMCHRA" means Southeastern Minnesota Multi-County Housing & Redevelopment Authority (HRA).
- (n) "Tax Incremental Financing Equity Participation Payment" means an equity payment received by the County from a developer pursuant to a TIF Development Agreement in which the tax incremental district has been dissolved.
- (m) "Trust Fund" means the SEMMCHRA Goodhue County Affordable Housing Trust Fund.
- (n) "Very Low Income" means gross household income adjusted for family size that is at or below fifty percent (50%) of Area Median Income.
- (o) "Workforce Housing" shall mean owner-occupied or rental housing units that are provided to households with at least one member per unit who is gainfully employed at the time of entry into the unit.
  - (i) Workforce housing may be designed for households that make 50% to 115% of Area Median Income, but shall be inclusive of all income levels households who meet the definition of gainful employment and can meet the Affordable Housing Cost as defined in Subpart b (1) and (2).

(ii) Gainful Employment is defined as an employment situation where the head of household receives consistent work and payment from an employer at 30 hours or more per week.

(3) Trust Fund Account; Sources of Trust Fund Moneys.

(a) There is also hereby established a SEMMCHRA Affordable Housing Trust Fund Account, to be maintained by the SEMMCHRA (HRA). All funds received by the HRA on behalf of the Trust Fund shall be deposited in the Trust Fund Account. Principal and interest from loan repayments, and all other income from Trust Fund activities, shall be deposited in the Trust Fund Account. All interest earnings from the Trust Fund Account shall be reinvested and dedicated to the Trust Fund Account.

(b) The Trust Fund shall consist of funds derived from the following, but not limited to:

1. Private cash contributions designated for the Trust Fund;
2. Payments in lieu of participation in current or future affordable housing programs;
3. Matching funds from a federal affordable housing trust fund;
4. Principal and interest from Trust Fund loan repayments and all other income from Trust Fund activities.
5. Budgeted payments made by the HRA Tax Levy fund as approved by County Board.
6. Matching funds from a State affordable housing trust fund or a State program designated to fund an Affordable Housing Trust Fund.
7. Employer based funds and matches.

(c) The Trust Fund may consist of funds derived from any other source, including but not limited to the following, subject to approval by the County Board, upon notification from the Finance Director that funds are available.

1. Amounts from the Operating Budget equivalent to County fees collected from dedicated uses related to housing, such as reinspection fees;
2. Tax Incremental Financing Equity Participation Payments;
3. Any other appropriations as determined from time to time by action of the County Board.

- (4) Trust Fund Distributions.
- (a) The Trust Fund is to function as an endowment fund to fund loans and grants in accordance with this Section. The Trust Fund program shall be administered by the HRA Executive Director. No disbursements may be made from the Trust Fund Account if the project amount is \$20,000 or greater without the prior recommendation of the HRA and authorization by the County Board.
  - (b) Disbursements from the Trust Fund Account shall be made as loans or grants to assist Recipients in the creation of Assisted Units. Recipients may use the funds to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing Assisted Units; preserving affordable units; demolishing or converting existing non-residential buildings to create new Assisted Units; real property acquisition costs; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of Assisted Units.
  - (c) Trust Fund moneys may not be used for operating expenses of any program, or supporting services such as childcare or any other social program.
  - (d) At least 25% of the funds eligible for disbursement annually (July 01 – June 30) shall be used to create Assisted Units for Low Income households.
  - (e) Funding for Rental Assisted Units shall be available only to households whose gross income, adjusted for family size, is at or below eighty percent (80%) of Area Median Income at time of entry into the unit.
  - (f) Owner-occupied Assisted Units shall be available to households who are Moderate, Low Income or Very Low Income.
  - (g) The HRA shall periodically review the terms of assistance, and structure these terms to encourage the longest period of affordability possible.
  - (h) Loans or grants from the Trust Fund shall be used to develop Assisted Units within a project. The Trust Fund may assist up to one hundred percent (100%) of the units within a building or development of one (1) to nine (9) total units, up to fifty percent (50%) of the units within a building or development of ten (10) to fifteen (15) units, and up to twenty-five percent (25%) of the units within a building or development of sixteen (16) or more units.
  - (i) Assisted Units shall be distributed throughout the building or development so as to avoid a disproportionate concentration in any one area.
  - (j) The HRA shall give preference to projects not located in any Tax Incremental District whose project expenditure period has not expired.
  - (k) Notwithstanding the stated purpose in subsection (1) herein to create the Fund as a continually renewable source of revenue, the Commission may, in its

discretion, recommend that disbursements from the Trust Fund Account may be made as grants at any time that the Trust Fund Account balance exceeds \$50,000. The Commission will revisit this amount from time to time to ensure that the objectives of the AHTF are being met and the amount is set at the proper level to achieve the objectives.

(5) HRA Powers and Responsibilities.

- (a) The HRA shall have the following powers and duties as regards to the Trust Fund:
  - 1. Recommend policies, goals and objectives for the Trust Fund program to the Administrator and County Board;
  - 2. Review project funding requests and reports to the Administrator and County Board all disbursements from the Trust Fund quarterly;
  - 3. Investigate and recommend to the Administer and County Board additional sources of money for deposit to the Trust Fund Account; and
  - 4. Publish and distribute requests for proposals and notices of funding availability.
  - 5. Take no more than ten percent (10%) fee for project administration.
- (b) All projects considered for funding will be reviewed prior to HRA action by the HRA staff, and the Executive Director shall submit to the Commission for comments and recommendations.
- (c) The HRA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the County Board on the activities undertaken with funds from the Trust Fund. The report shall specify the number and types of units assisted, the amount loaned per Assisted Unit, the amount of state, federal and private funds leveraged, the geographic distribution of Assisted Units and a summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner-occupied Assisted Units.

(6) Term of Affordability.

- (a) The minimum term of affordability for any Assisted Unit shall be fifteen (15) years. The Commission shall give preference to those projects that ensure that the Assisted Units remain Affordable for the longest period possible.
- (b) Assisted Units shall be deed restricted to ensure long term affordability.
- (c) The HRA will utilize loan agreements with the recipients of the Trust Fund. The loan agreement will clearly state the conditions and requirements for recipients use of Trust Fund monies, including the term of compliance, transfer or sale requirements and other requirements as specified.

- (d) In those cases where an Assisted Unit is sold or transferred, or where an Assisted Unit is no longer Affordable, the initial Recipient of assistance from the Trust Fund shall be obligated to repay to the Trust Fund the original loan amount, plus a pro-rated percentage of the appreciated value of the Assisted Unit as determined by the HRA.
  - (e) The HRA Staff shall enforce all debt and lien instruments to the fullest extent of the law. The HRA may recommend to the County, debt settlement offers, if it is determined to be in the best interest of the County.
- (7) Exception Authority.
- (a) The County Board may make exceptions to any part of this memorandum if it is determined to be in the best interest of the County and in compliance with statutes governing the creation and operation of the AHTF.