

**Wabasha County**  
**Board of Commissioners**  
**Meeting Agenda**  
**February 05, 2019**  
**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**
  - 6.0 **Administrator Update**
- A. **Anniversaries:**
- Thomas Sturgis, Sheriff's Office – 15 Years of Service
- 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: January 15, 2019 and February 01, 2019
  - B. Claims
  - C. Meal Vouchers
  - D. Per Diems
  - E. **Donation:** Approve and Accept a Donation to Veterans Service Office From Mr. and Mrs. Squires in the Amount of \$300.00
  - F. **Donation:** Approve and Accept a Donation to Veterans Service Office From the American Legion Auxiliary Unit 546 Kellogg in the Amount of \$100.00 to Help Offset the Costs to Transport Veterans to the VA Medical Center in Minneapolis
  - G. **Administration:** Wabasha County Release and Termination of Development Agreement (2019-019)
  - H. **Administration:** Authorize to pay to the City of Preston the Veterans Home project appropriated funds (2019-020)
  - I. **Attorney:** Prosecution Contract for the City of Lake City (2019-021)
  - J. **Highway:** Approve Authorizing the Wabasha County Highway Engineer to Advertise for Bids for CP 079-011-002 Bridge Abutment Work (2019-022)
  - K. **Highway:** Approve Certificate of Correction to Wabasha County Right of Way Plat No. 50 (2019-023)
  - L. **Highway:** Administration of Wabasha County Aggregate Material Removal Production Tax Ordinance (2019-024)
  - M. **Sheriff:** Approve Payment to South East MN Violent Crime Enforcement Team (f/k/a South East Minnesota Narcotics & Gang Task Force) (2019-025)

- N. **Social Services:** Purchase of 2019 Ford Fusion and Transfer and/or Sale of 2012 Silver Chevy Malibu (2019-026)
- O. **Social Services:** Assignment to the Hiawatha Valley Mental Health Center Board of Directors (2019-027)

10.0                    **Action/Discussion Items**

- A. **Public Hearing 9:15 A.M.:** County Highway 4 and 27, and Hwy 42 Intersection
- B. **Administration:** New Contract Approval for Health Care Savings Plan with Minnesota State Retirement System (2019-028)
- C. **Probation:** Approve Treatment Court Cooperative Agreement with the 3<sup>rd</sup> Judicial District Court (2019-029)
- D. **Zoning:** Brian Hager CUP/IUP Request (2019-030)

11.0            **Commissioner Reports**

12.0            **Board Concerns**

13.0            **Recess/Adjourn**

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**MINUTES - REGULAR MEETING – TUESDAY, JANUARY 15, 2019**

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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, January 15, 2019 at 9:00 a.m.

01/15/19

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

KEY-WOBBE

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

- Rodney Bartsch, Sheriff – Winona County Jail Update, HBC Tower Lease

KEY-HALL

APPROVE CONSENT AGENDA

Motion to approve the consent agenda including the following:

Minutes: January 02, 2019

Claims

Meal Vouchers

Per Diems

Donations: Approve and Accept donation to Veterans Service Office in the Amount of \$500.00 from Millville Sportsman Club

Resolution No.: 2019-010

RES 2019-010:  
APPROVED THE BOARD CHAIR TO SIGN A NEW FIVE YEAR AGREEMENT FOR THE 2018-2022 PLAN YEARS

Whereas, a cost allocation plan is necessary to recover indirect costs expended on behalf of programs of the US Department of Health & Humans Services, and

Whereas, the County has contracted with Government Management Group (GMG), Inc to prepare the required cost allocation plan, and

Whereas, plan year 2017 was the final year of the agreement with GMG, Inc for cost plan services.

Now therefore be it resolved by the Wabasha County Board of Commissioners that, the agreement with GMG Inc is approved for an additional five (5) years at a fixed annual amount of \$4,850 for each plan year and the Finance Director is hereby authorized to execute the agreement.

Resolution No: 2019-011

RES 2019-011:  
APPROVED PURCHASE OF A 2019 DODGE DURANGO

Resolution Authorizing the Purchase of One (1) Dodge Durango  
And authorization for Auditor's Warrant

Whereas, the Wabasha County Sheriff's Office is requesting to purchase a total of one (1) 2019 Dodge Durango per attached quote from Dodge of Burnsville, MN, and;

Whereas, the money for this purchase will be paid by Auditor's Warrant from Capital Funds not to exceed the amount of \$38,500; and,

Whereas, this includes installation and equipment: Getac Camera System with 3 year extended warranty, Emergency Lights and Siren, Cage, Console, Graphics, and Floor mats.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Auditor is authorized to issue an Auditor's Warrant to the respective vendor, Dodge of Burnsville, for the purchase of one (1) Dodge Durango.

Be it Further Resolved by the Wabasha County Board of Commissioners that the total cost for the vehicle, which includes installation and above-named equipment, will not exceed \$38,500.

Resolution No: 2019-012

Resolution Authorizing the Purchase of Three (3) Getac Camera Systems

Whereas, the Wabasha County Sheriff's Office is requesting to purchase a total of three (3) Getac Camera Systems, and;

Whereas, the money for this purchase will be paid from Capital Funds not to exceed the amount of \$16,575; and,

Whereas, this includes the camera systems with a 3 year extended warranty and installation.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Sheriff's Office is authorized to purchase three (3) Getac Camera Systems to be paid from capital funds.

Be it Further Resolved by the Wabasha County Board of Commissioners that the total cost for the camera systems, which include installation, will not exceed \$16,575.

Adopted Unanimously

KEY-WOBBE

Resolution No.: 2019-013

This contract, for Administrative Services, is between Wabasha County, (hereinafter referred to as the "Grantee") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, (hereinafter referred to as the "HRA").

WHEREAS: The Grantee has received a grant from the State of Minnesota, authorizing the Minnesota Department of Employment and Economic Development (DEED) to administer funds under House File No. 1 – 2010 Special Session, Article 1, Section 5, for the purpose of providing financial assistance to local units of government for locally administered grant or loan programs for businesses directly and adversely affected by the 2010 flood in the area designated under Presidential Declaration of Major Disaster, DR-1941, whether included in the original declaration or added later by state government action; and

WHEREAS: The Grantee, which is a local unit of government and is not a state employee, is awarded funds to provide financial assistance to local units of government for locally administered grant or loan programs for businesses directly or adversely affected by the 2010 flood in the area designated under Presidential Declaration of Major Disaster DR-1941 and which a Revolving Loan Fund (RLF) was established to further economic development in Wabasha County by the following means:

1. Creation or retention of permanent private-sector jobs in order to create above-average economic growth consistent with environmental protection, which includes investments in technology and equipment that increases productivity and provide for higher wages;
2. Stimulation or leverage or private investment to ensure economic renewal and competitiveness;
3. Increasing the local tax base, based on demonstrated measurable outcomes, to guarantee a diversified industry mix;
4. Improving the quality of existing jobs, based on increases in wages or improvements in the job duties, training, or education associated with those jobs;
5. Improvement of employment and economic opportunity for citizens in the region to create a reasonable standard of living, consistent with federal and state guidelines on low-to-moderate income persons; and
6. Stimulation of productivity growth through improved manufacturing or new technologies.

WHEREAS: The Grantee desires to have the assistance of the HRA, which is a multi-county political subdivision of the State of Minnesota, in the administration of the grant.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the Grantee and the

Board Minutes 01/15/19

RES 2019-012:  
APPROVED  
PURCHASE OF  
THREE GETAC  
CAMERA  
SYSTEMS

RES 2019-013:  
APPROVED  
ADOPTION OF THE  
POST GRANT  
ADMINISTRATIVE  
CONTRACT  
BETWEEN THE  
COUNTY AND  
SEMMCHRA

HRA agree as follows:

1. The term of this contract is from July 1, 2018 through June 30, 2019. This contract shall automatically renew annually and shall coincide with the State Fiscal Year.
2. In consideration of financial reimbursement to be made specifically described below and in accordance with the Grantee's Minnesota Investment Fund (MIF) grant, the HRA agrees to act as the Administering Agent for the Grantee. As part of the post-grant administrative process, the Grantee may receive monies from borrowers, who have an obligation to repay funds in accordance with the terms of their Repayment Agreement and/or Program Mortgage. The grantee agrees to pay an administrative fee to the HRA during the State Fiscal Year in an amount not less than \$250 and not to exceed \$2,000 for administration. If funds are repaid by borrowers, then the administrative fee shall be collected from those repayment(s). The Grantee shall pay 15 percent of a project's total cost for administration of the re-use of funds in the form of a rehabilitation project. Costs, including attorneys' fees and court costs, incurred to collect a defaulted loan will be in addition to the above administrative fee and will be collected from funds collected from borrowers.
3. The HRA shall perform the activities in accordance with all applicable provisions of House File No. 1 – 2010 Special Session, Article 1, Section 5, as amended, and all applicable state and federal laws. The HRA shall perform its obligations and activities under this agreement consistent with and in compliance with the Grantee's obligations under the Minnesota Investment Fund Grant Agreement(s) (DRLF-10-0003-V-FY11) entered into with the State of Minnesota including all amendments thereto. The grant agreement(s) are specifically identified in Appendix One.
4. Project Planning. The HRA will coordinate the preparation of plans, specifications, contracts, reports, budgets and other agreements in a consistent manner with applicable state and federal laws and regulations for all project activities, within the respective limitations of the funds collected on behalf of the Grantee and/or in accordance with the state and federal requirements for rehabilitation projects. Annually, the administrator will determine, based on the dollar amount of funds collected, how the funds will be administered and reported. In the next state fiscal year, the HRA will allocate the funds for eligible project uses in accordance with the Minnesota Investment Fund Revolving Loan Fund Guidelines. The HRA will report to the use of funds to the Grantee in a manner consistent with the original grant process.
5. Borrower Servicing: The HRA will maintain individual borrower information, based on that data of borrower payments provided monthly by the Grantee. The HRA will perform on the Grantee's behalf the annual 1098 reporting, subordinations and satisfactions. The HRA will follow the established guidelines approved by its board of commissioners. The HRA's Board of Commissioners will be reviewing and acting on subordinations on behalf of the Grantee. The HRA will follow-up with the borrowers on behalf of the Grantee.
6. Financial Record Keeping and Control. The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
  - A. Annual Reports. The HRA shall prepare and maintain annual post close out reports, including records of individual activities and program recipients in the form and manner required by DEED. At the time of annual reporting, the HRA will determine the type of funds to be reported and utilized in the next state fiscal year.
  - B. Financial Reporting and Collection of Funds. For all collections of loan repayments made pursuant to this agreement, the HRA shall keep financial records to reconcile annually the bank account balance for individual loan payments from all grantees. This data will be provided to the Grantee by the 15<sup>th</sup> of January in the next calendar year for accounting purposes.
  - C. Financial Reporting and Use of Funds. For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records, including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditure. For contracts with individual consultants, invoices for payments must state that the work performed and invoiced is in accordance with the terms of the Consultant Contract. Furthermore, these invoices must also state the calendar dates and number of hours of each day

for which the consultant is requesting compensation. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". The annual uses of funds data will be provided to the Grantee by the 15<sup>th</sup> of January in the next calendar year for accounting purposes.

- D. Audit and Inspection. Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of the State of Minnesota for the purposes of examination and audit. In addition, Grantee will give the State of Minnesota, Minnesota Department of Employment and Economic Development, Legislative Auditors, State Auditor's Office and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the funds.
7. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the Grantee. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the Grantee.
  8. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the Grantee.
  9. Any alteration, variation, modification or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
  10. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
  11. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
  12. The Grantee shall have full access to all records relating to the performance of this agreement.
  13. In performing the provisions of this contract, the HRA agrees to comply with all Federal, and State Laws and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
  14. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state laws or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
  15. The Grantee reserves the right to terminate this contract if the HRA fails to perform any of the provisions hereof. Such termination shall occur ninety (90) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the State, the Grantee may terminate this contract without penalty or obligation upon giving ninety (90) days written notice to the HRA.
  16. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least seven (7) years after the expiration of the term of this Agreement.

The HRA further understands and agrees that it shall be bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement. The HRA is a governmental unit that is subject to the Minnesota Data Practices Act, and nothing under this contract can waive or modify its obligation to comply with that Act.

NOTICE OF CONTRACTOR (HRA): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your Social Security Number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and

state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax ID: 8027529  
Federal Tax ID: 41-6005912

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

Adopted Unanimously

KEY-SPRINGER

Resolution No.: 2019-014

Whereas, the current Wabasha County Website has been the subject of multiple complaints due to a confusing layout, lack of user friendliness, and minimal ADA support;

Whereas, several vendors specializing in developing and hosting governmental websites have been vetted; Revize has been selected as the vendor best suited for the needs of Wabasha County users;

Whereas, Revize will migrate existing Wabasha County website content to their system, will provide training to Wabasha County staff on utilizing the new system, will design a website that meets Wabasha County's needs, and will provide website security and customer support.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Web Services Sales and Service Level Agreement between Wabasha County and Revize shall be authorized and entered into for a 3 year initial contract.

Adopted Unanimously

Presentation: County Highway 4 and 27, and Hwy 42 Intersection

WOBBE-GOIHL

Resolution No.: 2019-015

Whereas, the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

Whereas, Transportation Alternatives projects receive federal funding; and

Whereas, the Federal Highway Administration (FHWA) requires project sponsors to make available sufficient funds to cover the estimated local share of costs plus any additional project costs in the event the project exceeds the estimated total cost of the project; and

Whereas, the Minnesota Department of Transportation (Mn/DOT) has determined that for projects implemented with alternative funds, these above requirements should be applied to the project sponsor; and

Whereas, Wabasha County is the project sponsor for the transportation alternative project identified as Zumbrota/Mazeppa Safe Routes to School Plan.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that Wabasha County agrees to act as sponsoring agency for the transportation alternative project identified as Zumbrota/Mazeppa Safe Routes to School Plan and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Be it further resolved that Wabasha County hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned Transportation Alternatives project, for the

RES 2019-014:  
APPROVE  
THREE YEAR  
CONTRACTUAL  
AGREEMENT  
WITH REVIZE  
FOR WEB  
SERVICES

PRESENTATION

RES 2019-015:  
APPROVED  
GRANT  
APPLICATION FOR  
BEING A PROJECT  
SPONSOR FOR THE  
ZUMBROTA-  
MAZEPPA  
SCHOOL  
DISTRICT'S  
TRANSPORTATION  
ALTERNATIVE  
GRANT  
APPLICATION

useful life of the improvements and will not change the use of right of way or ownership of property within the project without prior approval from the FHWA.

Be it further resolved that Wabasha County shall receive official resolutions including assurances from the Agency(ies) receiving the facility will retain responsibility for maintenance and will secure and guarantee the local share of costs of the project.

Adopted Unanimously

WOBBE-HALL

Resolution No: 2019-016

Resolution Authorizing Goodhue County Multi-Jurisdiction Emergency Response Team Multi-Agency Mutual Aid and Participant Agreement

Whereas, the Sheriff's office is requesting authorization to enter into a Multi-Jurisdiction Emergency Response Team Multi-Agency Mutual Aid and Participant Agreement with Goodhue County; and,

Whereas, the Sheriff requests the approval and signing by the County Board Chairperson, County Administrator, and Sheriff.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: The Sheriff's Office is hereby authorized to enter into the Goodhue County Multi-Jurisdiction Emergency Response Team Multi-Agency Mutual Aid and Participant Agreement.

Be it Further Resolved that authorizes its signing by the County Board Chairperson, County Administrator, and Sheriff.

Adopted Unanimously

Commissioners reported on meetings they attended

WOBBE-HALL

Recess to County Holiday Party - Friday, January 18, 2019

Adopted Unanimously

**BOARD OF COUNTY COMMISSIONERS**  
WABASHA COUNTY, MINNESOTA

BY: \_\_\_\_\_  
Don Springer, County Board Chair

ATTEST:

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

RES 2019-016:  
APPROVED  
GOODHUE  
COUNTY  
MULTI-  
JURISDICTION  
EMERGENCY  
RESPONSE  
TEAM (ERT)  
MULTI-  
AGENCY  
MUTUAL AID  
AND  
PARTICIPANT  
AGREEMENT

COMMISSIONER  
REPORTS  
  
BOARD  
CONCERNS  
  
ADJOURN



**MINUTES – SPECIAL MEETING – FRIDAY, FEBRUARY 1, 2019**

The Board of County Commissioners of Wabasha County, Minnesota, convened in Special Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, February 01, 2019 at 9:00 a.m.

02/01/19

The meeting was called to order by Board Chairperson Springer.

CALL TO ORDER

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

ROLL CALL

KEY-WOBBE

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Resolution 2019-017 did not receive a motion and second to move forward.

**Resolution No.: 2019-017**

RES 2019-017:  
FAILED FOR  
LACK OF  
SECOND VOTE  
NO ACTION  
TAKEN

**Approving Payment of Additional Capital to South Country Health Alliance**

**Whereas**, the Counties of Brown, Dodge, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena, and Waseca have formed a Joint Powers Board to implement and administer County-Based Purchasing for certain state and federal programs, which Joint Powers Board operates under the name “South Country Health Alliance” (“SCHA”); and

**Whereas**, Wabasha County has entered into a Guarantee Agreement by which it obligated itself to make additional contributions in order to meet solvency requirements; and

**Whereas**, the Amended Joint Powers Agreement obligates counties to make additional capital contributions if requested by the Joint Powers Board; and

**Whereas**, the Joint Powers Board has decided to make an additional capital call at a meeting of the Board of Directors of SCHA on January 3, 2019, in an amount to be determined to enable SCHA to attain 200% of the risk-based capital (RBC) set forth on the RBC report for 2018;

**Now, Therefore be it Resolved, by the Wabasha County Board of Commissioners that**, Wabasha County hereby commits to make a further capital investment to SCHA as follows:

- (a) The capital contribution shall be in assets which qualify as “admitted assets” as defined in 2018 Minnesota Statutes section 60A.02, subdivision 27.
- (b) The total contributions from all Member Counties of SCHA shall not be less than those needed to give SCHA an RBC of 200%.
- (c) This county’s share of the total capital contributions required shall be determined by Article 10.3 of the Joint Powers Agreement of 2013.
- (d) The amount required of this county shall not exceed the sum of \$618,520.
- (e) The contribution shall be made not later than Friday, May 31, 2019.

Not Adopted: No Action Taken

GOIHL-KEY

Motion made to Reject Resolution 2019-017: Approving Payment of Additional Capital to South Country Health Alliance

Motion to Reject  
Res: 2019-017

4-1 NAY: Springer

GOIHL-HALL

**Resolution No.: 2019-018**

**Authorize Withdrawal from the South Country Health Alliance Joint Powers Agreement**

**Whereas**, the Counties of Brown, Dodge, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena, and Waseca have formed a Joint Powers Board to implement and administer County-Based Purchasing for certain state and federal programs, which Joint Powers Board operates under the name "South Country Health Alliance" ("SCHA"); and

**Whereas**, Wabasha County wishes to terminate its participation in County-Based Purchasing through SCHA and is exercising its right to withdraw from the Joint Powers Agreement as specified in its terms and bylaws; and

**Whereas**, Wabasha County authorizes its Board Chair and/or County Administer to submit official notice of this written board action to withdraw from SCHA with its CEO and Board Chair by the appropriate deadline; and

**Whereas**, the effective date of Wabasha County's withdrawal from SCHA with this action shall be 11:59 p.m. of December 31, 2019;

**Now, Therefore be it Resolved, by the Wabasha County Board of Commissioners that**, Wabasha County is exercising its right to withdraw from the Joint Powers Agreement with SCHA, terminating its participation in County-Based Purchasing. Its Board Chair and/or County Administrator are herby authorized to submit the required notification with SCHA by the appropriate deadline. The effective date of this withdrawal shall be 11:59 p.m. of December 31, 2019.

4:1 NAY: Springer

GOIHL-WOBBE  
Motion to adjourn

Adopted Unanimously

**BOARD OF COUNTY COMMISSIONERS**  
WABASHA COUNTY, MINNESOTA

BY: \_\_\_\_\_  
Don Springer, County Board Chair

ATTEST:

BY: \_\_\_\_\_  
Carolyn Holmsten, Interim County Administrator

RES 2019-018:  
APPROVED  
WITHDRAWAL  
FROM THE  
SOUTH  
COUNTRY  
HEALTH  
ALLIANCE  
JOINT POWERS  
AGREEMENT

ADJOURN

**WABASHA COUNTY  
BOARD MEETING  
5-Feb-19**

**AUDITOR'S WARRANTS**

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
1/10/2019		41628-41634	\$ 4,342.16
1/10/2019	5750-5773	41635-41678	\$ 1,409,263.95
1/15/2019		41679-41685	\$ 8,529.71
1/15/2019	5796-5813	41724-41759	\$ 72,745.85
1/22/2019		41760-41766	\$ 7,134.36
1/22/2019	5814-5860	41767-41816	\$ 292,978.71

**TOTAL AUDITOR'S WARRANTS**

**\$ 1,794,994.74**

**MEAL VOUCHERS**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Bartsh, Rodney	12/20/18-1/22/19	36.00
Dondlinger, Brittany	1/17/2019	8.09
Griggs, Mandy	1/3/19-1/17/19	\$ 27.27
LaDuke, Kayla	1/8/2019	\$ 10.00
Warren, Jim	1/21/2019	\$ 15.00

**TOTAL MEAL VOUCHERS**

**\$ 52.27**

**TAXABLE UNIFORM ALLOWANCE**

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
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**TOTAL UNIFORM ALLOWANCE VOUCHERS**

**\$ -**

**WABASHA COUNTY  
BOARD MEETING  
5-Feb-19**

**PER DIEM PAYMENT REQUEST**

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Goihl, Brian			<b>\$ -</b>
Hall, Rich	12/2-12/4/18	AMC	300.00
	12/20/18	WWJPB	50.00
	01/15/19	HUMAN SERVICES	50.00
			<b>\$ 400.00</b>
Key, Cheryl	12/03/18	AMC	100.00
	12/10/18	ECB MEETING	50.00
	12/11/18	PERSONNEL COMMITTEE	50.00
	12/18/18	PERSONNEL & LABOR MANAGEMENT	50.00
	01/15/19	HUMAN SERVICES	50.00
			<b>\$ 300.00</b>
Springer, Don	01/15/19	HUMAN SERVICES	\$ 50.00
			<b>\$ 50.00</b>
Wobbe, Mike	12/2-12/4/18	AMC	\$ 300.00
	12/18/18	EXTENSION	\$ 50.00
	01/15/19	HUMAN SERVICES	\$ 50.00
			<b>\$ 400.00</b>
<b>TOTAL PER DIEMS REQUESTED</b>			<b>\$ 1,150.00</b>

(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:**11JAN19

**Agenda:** 9.0 E

\*\*\*\*\*

**Agenda Item:**

Accept donations

\*\*\*\*\*

**Requested Action:**

Approve and accept donations to Veterans Service Office

\*\*\*\*\*

**Fiscal Impact:**

Donation from Mr. and Mrs. Arthur Squires \$300.00

\*\*\*\*\*

**Background/Recommendation:**

The above mentioned donations were received from:

Mr. and Mrs. Arthur Squires

\*\*\*\*\*

**Action:**

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

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

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

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

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

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

**Date:** 11JAN19

**Agenda:** 9.0 F

\*\*\*\*\*

**Agenda Item:**

Accept donations

\*\*\*\*\*

**Requested Action:**

Approve and accept donations to Veterans Service Office

\*\*\*\*\*

**Fiscal Impact:**

Donations will help offset costs to transport veterans to the VA Medical Center in Minneapolis

\*\*\*\*\*

**Background/Recommendation:**

The following donations were received by:

The American Legion Auxiliary Unit 546 Kellogg MN \$100.00

\*\*\*\*\*

**Action:**

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

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

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

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

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

# Board of Commissioners Wabasha County

**Date:**  
February 5, 2019

**Agenda Item Number:** 9.0 G

\*\*\*\*\*

**Agenda Item:**

Wabasha County Release and Termination of Development Agreement

\*\*\*\*\*

**Requested Action:**

\*\*\*\*\*

**Fiscal Impact:**

\*\*\*\*\*

**Background/Recommendation:**

Wabasha County entered into a Development Agreement (the "Development Agreement"), dated October 19, 1999, by and between the City, Wabasha County, and Wabasha Clinic -Mayo Health System, a nonprofit corporation. (the "Developer"), relating to real property, situated in the County of Wabasha (the "County")legally described in Exhibit A, which is attached hereto (the "Development Property"), by which the City conditionally approved the development of a medical clinic located in the City of Wabasha, approved property tax abatement pursuant to Minnesota Statutes, Sections 469.1812 through 468.1815, and approved a business subsidy agreement with Developer (the "Subsidy Agreement") that was attached to and incorporated into the Development Agreement by reference.

Pursuant to the Development Agreement, the Developer substantially completed the required public improvements and complied in full with the terms and conditions set forth in the Development Agreement and the Subsidy Agreement.

The terms of the Article I, Section 1.1 of the Development Agreement provides that the Development Agreement is terminated, "the date that the City and County make the last Abatement to the Developer, or the date that this Agreement has been terminated in accordance with its own term."

This resolution would terminate the referenced Development Agreement as Wabasha Clinic -Mayo Health System substantially completed the required public improvements and complied with the terms and conditions set forth in the Development Agreement and related Subsidy Agreement.

This matter has been reviewed by the County Recorder, Attorney, and Administrator.

\*\*\*\*\*

**Action:**

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

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

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

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



# Wabasha County Board of Commissioners

## Resolution No.: 2019-019

### Wabasha County Releaser and Termination of Development Agreement

**Whereas**, Wabasha County entered into a Development Agreement (the "Development Agreement"), dated October 19, 1999, by and between the City, Wabasha County, and Wabasha Clinic -Mayo Health System, a nonprofit corporation. (the "Developer"), relating to real property, situated in the County of Wabasha (the "County")legally described in Exhibit A, which is attached hereto (the "Development Property"), by which the City conditionally approved the development of a medical clinic located in the City of Wabasha, approved property tax abatement pursuant to Minnesota Statutes, Sections 469.1812 through 468.1815, and approved a business subsidy agreement with Developer (the "Subsidy Agreement") that was attached to and incorporated into the Development Agreement by reference; and

**Whereas**, Pursuant to the Development Agreement, the Developer substantially completed the required public improvements and complied in full with the terms and conditions set forth in the Development Agreement and the Subsidy Agreement; and

**Whereas**, The terms of the Article I, Section 1.1 of the Development Agreement provides that the Development Agreement is terminated, "the date that the City and County make the last Abatement to the Developer, or the date that this Agreement has been terminated in accordance with its own term"

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, 1. The above-referenced Development Agreement filed for record in the office of the County Recorder in and for said County of Wabasha, State of Minnesota, on August 23, 2000, as Document No. 009127, is hereby terminated, released and of no further force and effect, as Wabasha Clinic - Mayo Health System substantially completed the required public improvements and complied with the terms and conditions set forth in the Development Agreement and related Subsidy Agreement.

2. The County Administrator is authorized to execute and documents necessary to finalize the RELEASE AND TERMINATION OF THE DEVELOPMENT AGREEMENT and to provide the same to Wabasha Clinic -Mayo Health System

Adopted this 5th day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
Board Chair

Attest:

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

August 25, 1999

### DEVELOPMENT AGREEMENT

By and Between

THE CITY OF WABASHA,

WABASHA COUNTY

and

WABASHA CLINIC – MAYO HEALTH SYTEM

Dated as of: October 19, 1999

This document was drafted by:

BRADLEY & DEIKE, P. A.  
5100 Eden Avenue, Suite 300  
Edina, MN 55436  
Telephone: (612) 926-5337

009127  
STATE OF MINNESOTA  
County of Wabasha

Office of Registrar of Titles  
I hereby certify that the within  
instrument was filed in this office  
on the 23<sup>rd</sup> day of August  
2000, 11:30, at o'clock A. m.  
and was duly recorded in Book

11 of Torrens, page 103  
Certificate No. 2519.

JEFFERY R. AITKEN

Registrar of Titles

By [Signature]

Jeffery R. Aitken Wabasha Co. Recorder  
File No. 18/23/2000  
Amount Paid Cash Ck No (CNG)  
Mfr. Certificate Amt. Pd 29.50 + 8.00 = \$37.50 EX 98  
Return to City of Wabasha

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## DEVELOPMENT AGREEMENT

**THIS AGREEMENT**, made on or as of the 19 day of Oct., 1999, by and between the City of Wabasha, a home rule charter city under the laws of the state of Minnesota (the "City"), having its principal office at 900 Hiawatha Drive East, Wabasha, Minnesota 55981, Wabasha County, Minnesota, political subdivision under the laws of the State of Minnesota (the "County"), having its principal office at 625 Jefferson Avenue, and Wabasha Clinic – Mayo Health System, a non-profit corporation (hereinafter referred to as the "Developer"), having its principal office at 1200 5<sup>th</sup> Grant Boulevard.

### WITNESSETH:

**WHEREAS**, The City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the "Council"); and

**WHEREAS**, the County is a political subdivision organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by its Board of Commissioners (the "Board"); and

**WHEREAS**, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Act") the City and the County are authorized to grant property tax abatements to encourage and assist developments, all subject to the terms and limitation contained in the Act; and

**WHEREAS**, the Developer has presented to the City and the County a proposal under which the Developer would undertake the development of a 19,000 square foot medical clinic and related improvements on certain real property within the Project (which property is hereinafter referred to as the "Property" and is more particularly described in Schedule A annexed hereto and made a part hereof); and

**WHEREAS**, the Developer has requested that the City and County (the "County") assist the Developer in its proposed project by abating a portion of the real property taxes that will be generated from the Property as a result of the construction of the proposed improvements pursuant to the Act; and

**WHEREAS**, the City and County believe that the Developer's proposed development is in the best interest of the City and County and their residents and in accord with the public purposes and provisions of applicable federal, state and local laws under which the proposed development is being undertaken and assisted;

**NOW THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I

### Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Abatement” or “Abatements” means one or more of the property tax abatements to be made to the Developer pursuant to Section 3.2 of this Agreement.

“Abatement Resolutions” means the resolutions adopted by the Council and the Board approving the Abatements, copies of which are attached hereto as Schedule B.

"Act" means Minnesota Statutes, Sections 469.1812-469.1815, as amended.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Business Subsidy Agreement” means the agreement in the form of Schedule C to this Agreement to be entered into pursuant to Section 3.4 of this Agreement.

"City" means the City of Wabasha, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Redevelopment Property pursuant to this Agreement which shall be at least as detailed as the plans to be submitted to the building inspector of the City but shall include such additional information and supplements as the City and County may reasonably require.

"County" means Wabasha County, Minnesota.

"Developer" means Wabasha Clinic – Mayo Health System, a non-profit corporation, or its successors and assigns, or any future owners of the Redevelopment Property.

"Event of Default" shall have the meaning set forth in Section 9.1 of this Agreement.

"Improvements" means the construction of an approximately 19,000 square foot medical clinic, together with related improvements on the Property in accordance with the Construction Plans to be prepared and submitted pursuant to Section 4.2 of this Agreement.

"Property" means the real property described as such on the attached Schedule A.

"State" means the State of Minnesota.

“Termination Date” means the earlier of: the date that the City and County make the last Abatement to the Developer; or the date that this Agreement has been terminated in accordance with its terms.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements or Public Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or County in enforcing its rights under this Agreement) which directly result in delays.

## ARTICLE II

### Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a home rule charter city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations by the County. The County makes the following representation as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision under the laws of the State. Under the laws of the State, the County has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.3. Representations by the Developer. The Developer represents that:

(a) The Developer is a non-profit corporation duly organized and authorized to transact business in the State, is not in violation of any provisions of its Articles of Incorporation or By-Laws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for

variances necessary to construct the improvements contemplated in the Construction Plans approved by the City and County.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

### **ARTICLE III**

#### **ABATEMENTS**

Section 3.1. Basis for Assistance. The Property is currently vacant and underutilized. The Developer proposes to construct a 19,000 square foot medical clinic on the Property. The construction and operation of the Improvements will increase the tax base of the City and the County, provide a needed medical facility that will further benefit the health and welfare of the residents of the City and County and retain employment positions that would likely be lost absent the Developer's development. The City and County have determined that the Improvements would not be constructed without the financial participation of the City and County as proposed by the Developer. In consideration of the Developer's agreement to undertake the development of the Improvements, the City and County are willing to abate a portion of the property taxes that will be payable relative to the Property and Improvements.

Section 3.2. Abatements. Commencing in 2001 and continuing until 2012, the City and County shall each year make the Abatements. The Abatements are defined in the Abatement Resolutions. The City's and the County's annual Abatements shall each be payable in two equal payments of up to \$10,000. Each payment shall be payable within 30 days after the City and County receive the property tax payment relative to which the Abatement is payable. The City's and County's obligation to make the Abatements is limited to a portion of the tax payment received by the City and County, respectively.



Section 3.3. Conditions Precedent to Abatements. Notwithstanding anything to the contrary contained herein, the City's and County's obligation to make any Abatement payment shall be subject to satisfaction, or waiver in writing by the City and County, of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement; and
- (b) the Developer shall have completed the construction of the Improvements in accordance with the terms of this Agreement.

Section 3.4. Business Subsidy Agreement. Prior to commencement of construction of the Improvements, the Developer, City and County will enter into a Business Subsidy Agreement in the form of the Agreement attached hereto as Schedule C.

## **ARTICLE IV**

### **Construction of Improvements**

Section 4.1. Construction of Improvements. (a) The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Within fifteen (15) days from the date of this Agreement, the Developer shall submit to the City Construction Plans for the Improvements. The Construction Plans shall provide for the construction of the Improvements and shall be in conformity with this Agreement and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the sole discretion of the City, the Construction Plans provide for the development of Improvements that are of a nature and quality that fulfill the City's goals for the development of the Property and justify the assistance being provided by the City under this Agreement. No approval by the City under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Improvements. Such Construction Plans shall, in any event, be deemed approved unless rejected in writing by the City, in whole or in part. Such rejection shall set forth in detail the reasons therefor, and shall be made within fourteen (14) days after the date of their receipt by the Authority. If the City rejects the Construction Plans in whole or in part, the City shall state in writing the reasons for the rejection and the Developer shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Developer of the rejection.

(b) If the Developer desires to make any material change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its review and approval. If the Construction Plans, as modified by the proposed change, are

satisfactory to the City, the City shall approve the proposed change and notify the Developer in writing of its approval. Any requested change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change.

Section 4.3. Commencement and Completion of Construction. (a) The Developer will commence construction of the Improvements by November 15, 1999. Subject to Unavoidable Delays, the Developer shall complete the construction of the Improvements by December 1, 2000. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

(b) Until construction of the Improvements has been completed, the Developer shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

## ARTICLE V

### Taxes

Section 5.1. Real Property Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all real property taxes and installments of special assessments payable with respect to the Property after the Developer acquires the Property.

## ARTICLE VI

### Prohibitions Against Assignment and Transfer, Indemnification

Section 6.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date the Developer has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City. No such assignment or transfer shall relieve the Developer of any liability under this Agreement unless the City in writing specifically releases the Developer.

Section 6.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City, the County and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City, the County and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City, the County and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) The City, the County and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City and County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or County and not of any governing body member, officer, agent, servant or employee of the City or County in the individual capacity thereof.

**ARTICLE VII**

**Events of Default**

Section 7.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder or under the Business Subsidy Agreement.

Section 7.2. City's and County's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City and/or County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City and/or County, that the Developer will cure its default and continue its performance under this Agreement or the Regulatory Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

(a) Terminate this Agreement, including its reimbursement obligations under Article III;

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City and/or County to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, County or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, County or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 7.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 7.5. Costs of Enforcement. Whenever any Event of Default occurs and the City or County shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred if the City or County, as the case may be, prevails in its action to compel such performance on the part of the Developer.

## ARTICLE VIII

### Additional Provisions

Section 8.1. Representatives Not Individually Liable. No member, official, or employee of the City or County shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 8.2. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that until the Termination Date, the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement.

Section 8.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 1200 5<sup>th</sup> Grant Boulevard West, Wabasha, MN 55981; and

(b) in the case of the City, is addressed to or delivered personally to the City at 900 Hiawatha Drive East, Wabasha, MN 55981; and

(c) in the case of the County, is addressed to or delivered personally to the City at 625 Jefferson Avenue, Wabasha, MN.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.5. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City, County or the Developer shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, County, Developer, and/or any third party.

Section 8.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer, the City and the County.

Section 8.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly executed in their names and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF WABASHA

By \_\_\_\_\_

By \_\_\_\_\_

WABASHA CLINIC - MAYO HEALTH SYSTEM

By \_\_\_\_\_

By \_\_\_\_\_

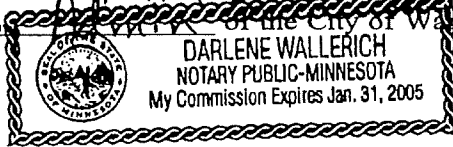
WABASHA COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF WABASHA

The foregoing instrument was acknowledged before me this 19 day of Oct, 1999, by John M Meisch and Chad Shryock, the Mayor and City Administrator of the City of Wabasha, a home rule charter city, on behalf of the City.

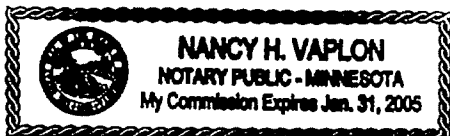


Notary Public

Darlene Wallerich

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Wabasha

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Aug, 2000, by Dr. Greg Angstrom and Julie Schowen, the Medical Director and Administrator of Wabasha Clinic - Mayo Health System, a healthcare facility, on behalf of the Wabasha Clinic.



Notary Public

Nancy H. Vaplon

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Wabasha )

The foregoing instrument was acknowledged before me this 11 day of July, 1999, by Ron Stock and Donald Springer, the County Administrator and Board Chair of Wabasha County, a political subdivisions under the laws of the State of Minnesota, on behalf of the County.

  
Notary Public

## Legal Parcel Description: Mayo Clinic at St. Elizabeth Hospital

That part of Blocks 74 and 75, the vacated alleys in said Blocks 74 and 75, and vacated Rogue Avenue, all in the City of Wabasha, according to the recorded plot thereof and situate in Wabasha County, Minnesota described as follows:

Commencing at the most southerly corner of block 76, said City of Wabasha; thence North 57 degrees 17 minutes 49 seconds East, assumed bearing along the southeast line of said Block 76 a distance of 42.22 feet; thence North 32 degrees 09 minutes 01 seconds West a distance of 503.91 feet to a point of the beginning of the land to be described; thence North 32 degrees 09 minutes 01 second West a distance of 401.71 feet; thence North 57 degrees 50 minutes 59 seconds East a distance of 182.00 feet; thence South 32 degrees 09 minutes 01 seconds East a distance of 217.00 feet; thence North 57 degrees 50 minutes 59 seconds East a distance of 64.00 feet; thence South 32 degrees 09 minutes 01 seconds East a distance of 184.71 feet; thence South 57 degrees 50 minutes 59 seconds West a distance of 246.00 feet to said point of beginning



STATE OF MINNESOTA)  
 )  
COUNTY OF WABASHA)

RESOLUTION  
OF THE BOARD OF COMMISSIONERS  
OF  
WABASHA COUNTY, MINNESOTA

Introduced by Commissioner Riester  
Seconded by Commissioner Schouweiler

WHEREAS, the Wabasha County Board of Commissioners hereby determine that the Wabasha Clinic has shown, to the satisfaction of the Board, that a new facility located adjacent to the hospital will improve medical services to County residents, insure the economic viability of the Hospital, a non-profit medical facility, and may allow for continued service to those who cannot afford to pay.

NOW, THEREFORE, BE IT RESOLVED, by the Wabasha County Board of Commissioners that the tax abatement, as requested, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair is authorized to execute an appropriate subsidy agreement on behalf of the County after review an approval of the agreement by the County Attorney and the County Auditor.

Voting in favor: Commissioners Schouweiler, Springer, Riester and Harms

Voting in opposition: Commissioner Poncelet.

I, Ron Stock, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of Wabasha County, Minnesota, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of Wabasha County, at its regular meeting held on the 21st day of September, 1999 at Wabasha, Minnesota, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate this 27th day of July, 2000.

  
\_\_\_\_\_  
Ron Stock, County Administrator

**SCHEDULE C**

**BUSINESS SUBSIDY AGREEMENT**

**By and Between**

**CITY OF WABASHA,**

**WABASHA COUNTY,**

**and**

**WABASHA CLINIC – MAYO HEALTH SYSTEM**

Dated: *October 19, 1999*

This document was drafted by:

BRADLEY & DEIKE, P. A.  
5100 Eden Avenue, Suite 300  
Edina, MN 55436  
Telephone: (612) 926-5337

## BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT, made on or as of the 19 day of Oct., 1999, by and between the City of Wabasha, a home rule charter city under the laws of the state of Minnesota (the "City"), having its principal office at 900 Hiawatha Drive East, Wabasha, Minnesota 55981, Wabasha County, Minnesota, political subdivision under the laws of the State of Minnesota (the "County"), having its principal office at 625 Jefferson, Wabasha, MN 55981, and Wabasha Clinic – Mayo Health System (hereinafter referred to as the "Developer"), having its principal office at 1200 5<sup>th</sup> Grant Boulevard West, Wabasha, MN 55981.

### WITNESSETH:

WHEREAS, the Developer, City and the County have entered into a Development Agreement dated as of Oct. 19, 1999, (the "Contract") pursuant to which the Developer has agreed to construct a medical clinic facility within the City; and

WHEREAS, in order to induce the Developer to undertake such development, the City and County have agreed in the Contract to provide certain assistance to the Developer through the abatement of a portion of the property taxes payable from the proposed development; and

WHEREAS, Minnesota Statutes, sections 116J.993 to 116J.995, provides that a government agency that provides financial assistance for certain purposes must enter into a business subsidy agreement setting forth goals to be met and the financial obligations of the recipient of the assistance if the goals are not met; and

WHEREAS, the City, County and Developer agreed in the Contract that they would enter into this Business Subsidy Agreement to satisfy the requirement of sections 116J.993 to 116J.995.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### ARTICLE I

#### Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 116J.993-.995.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Benefit Date" means the earlier of: the date that the Improvements are completed; or the date that the Improvements, or any portion thereof, are first occupied.

"City" means the City of Wabasha, Minnesota.

"Contract" means the Development Agreement among the City, the County and the Developer dated as of Oct - 19, 1999.

"County" means Wabasha County, Minnesota.

"Developer" means Wabasha Clinic, a non-profit corporation, or its successors and assigns, or any future owners of the Property.

"Improvements" means the construction by the Developer of a 19,000 square foot medical clinic pursuant to the Contract.

"Property" means the real property described as such in the Contract.

"State" means the State of Minnesota.

"Subsidy" means on any particular date the amount of the Abatements that have been made to the Developer under Section 3.2 of the Contract.

## ARTICLE II

### Local Criteria

Section 2.1. Description of Subsidy The Subsidy consists of a Property Tax Abatement of up to \$20,000 per year from the City and a Property Tax Abatement from the County of up to \$20,000 per year for a period of 10 years subject to the provisions of Minnesota Statutes, Section 469,1813, subs. 6 and 7; the City's Local Business Subsidy Criteria; the County's Local Business Subsidy Criteria; and the Agreement.

Section 2.2. Public Policy Requirement. The City has determined that the Subsidy meets a public purpose other than increasing the tax base. The public purposes determined by the City and the County are the following:

- (a) The project will improve and preserve the tax base by assisting in the construction of a medical facility which has an estimated assessed valuation of approximately five times the assessed valuation of the existing facility.
- (b) The project will provide employment opportunities in the City *and in the County* by the construction of a high quality medical facility, which will better allow the Wabasha Clinic to recruit and retain professional staff.
- (c) The project will improve medical care in the community *and provide improved medical services to City and County residents* by joining the hospital facility and

clinic on the same campus, improving efficiency of both operations and increasing convenience and accessibility to patients of both facilities.

- (d) *The location of a clinic adjacent to the hospital will enhance the continued viability and profitability of the hospital and insure continued medical services.*
- (e) *The applicant has previously assisted residents of the County in providing services to those who cannot afford to pay for services, and has demonstrated to the County's satisfaction its commitment to continue this assistance.*

Section 2.3 Goals for the Subsidy. The following goals have been established for this subsidy:

- (a) Construction of a new clinic building adjacent to St. Elizabeth's Hospital that will provide improved access to medical services
- (b) Retention of those jobs identified in the wage and job goals set forth on the attached Exhibit A
- (c) Construction of significant capital improvements to St. Elizabeth's Hospital

Section 2.4. Description of Financial Obligation of Recipient if Goals are Not Met. Failure by the Developer to meet the goals set forth in this agreement will constitute a default under Article IV of this agreement.

Section 2.5. Statement of Why the Subsidy is Needed. This subsidy is needed to provide financial assistance to a project of high community importance that has a low chance of being undertaken if the subsidy were not provided. *The City and County have determined that the benefits to the City and the County from the Abatement will be at least equal to the costs to the City and County of the Abatement.*

Section 2.6. Commitment to Continue Operations The Developer agrees that it will continue operations at the site where the subsidy is used for a minimum of five (5) years after receipt of all financial assistance.

Section 2.7 Goals for Jobs Created The Developer must meet or cause to be met the wage and job goals set forth on the attached Exhibit A.

*Section 2.8 County Participation in Local Economic Development. Although the County has the authority to independently consider Tax Abatements, it is the policy of the County to work with local City governments to enhance economic development efforts. To this end, the local support from the City of Wabasha for this project has had a significant impact in the County's decision to grant or deny the application.*

### ARTICLE III

#### **Job and Wage Goals; Required Provisions**

Section 3.1. Employment and Wage Requirements. The Developer meet or cause to be met the wage and job goals set forth on the attached Exhibit A.

Section 3.2. Reports. The Developer agrees that it will provide to the City and County all reports required by the Act. Such reports shall be submitted at the times required by the Act.

Section 3.3. Continuing Obligation. The Developer's obligations under this Agreement shall be continuing and the Developer shall cause the employment and wage levels to be maintained for a period of at least ten (10) years from the date that the Developer is first obligated to achieve the employment and wage levels. In addition, the Developer agrees that it will continuously operate the Improvements for the purposed described in the Contract for a period of at least fifteen (15) years from the Benefit Date.

Section 3.4. Required Provisions. The following provisions are required by the Act:

(a) The City has determined that this subsidy meets a public purpose as described in Section 2.2 above.

(b) Due to the high costs of land acquisition and preparation, the provision of the Subsidy is necessary to make the Developer's proposed development feasible.

(c) The name and address of the Developer's parent corporation is Mayo Foundation.

(d) The following is a list of all financial assistance from all other state or local government agencies: none

## ARTICLE IV

### Default

Section 4.1. Defaults Defined. It shall be a default under this Agreement if the Developer fails to comply with any term or provision of this Agreement, and fails to cure such failure within thirty (30) days written notice to the Developer of the default, but only if the default has not been cured within said thirty (30) days.

Section 4.2. Remedies on Default. The parties agree that the Subsidy is a forgivable loan, repayable only if the Developer fails to fulfill its obligations under this Agreement. Upon the occurrence of a default under this Agreement the City or County may declare immediately due and payable the entire amount of the Subsidy paid by the City or County to the Developer, or its assigns, under the Contract, together with interest thereon at the rate specified in the Act from the dates that the Subsidy payments were made. Within ten (10) days after the date that the City or County makes such declaration the Developer shall be liable for and shall repay the amount of the assistance plus interest.

Section 4.3. Costs of Enforcement. Whenever any default occurs under this Agreement and the City or County shall employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall be liable to the City or County, as the case may be, for the reasonable fees of such attorneys and such other expenses so incurred; provided, that the Developer shall only be obligated to make such reimbursement if the City/County prevails in such collection or enforcement action.

## ARTICLE V

### Miscellaneous

Section 5.1. Provisions of Agreement Not Affected. With the exception of the provisions of the Contract relative to the Developer's employment and wage requirements, this Agreement is not intended to modify or limit in any way the terms of the Contract.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer, the County and the City.

Section 5.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof. The City, the County and the Developer agree that this Agreement is intended to satisfy the requirements of the Act, which is incorporated herein and made a part hereof by reference. In the event that any provision of this Agreement conflicts with the terms of the Act, the terms of the Act shall govern.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly executed in their names and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF WABASHA

By [Signature]  
By [Signature]

WABASHA CLINIC - MAYO HEALTH SYSTEM

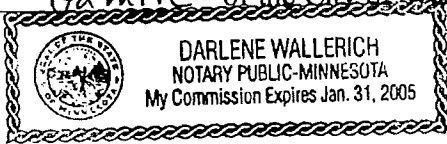
By [Signature] MD  
By [Signature]

WABASHA COUNTY

By [Signature]  
By [Signature]

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF WABASHA )

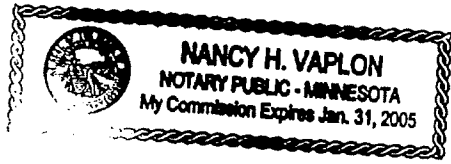
The foregoing instrument was acknowledged before me this 19 day of Oct., 1999, by John M. Meisch and Chad Shroyock, the Mayor and City Admin of the City of Wabasha, a home rule charter city, on behalf of the City.



[Signature]  
Notary Public

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF Wabasha )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Aug, ~~2000~~ 1999, by Dr. Greg Angstrom and Julie Schowville, the Medical Director and Administrative of Wabasha Clinic - Mayo Health System, a healthcare facility, on behalf of the Wabasha Clinic.

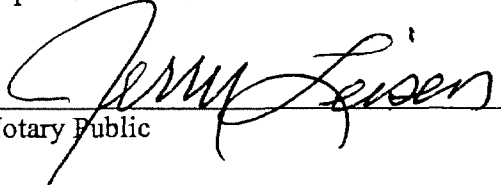


[Signature]  
Notary Public



STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Wabasha )

The foregoing instrument was acknowledged before me this 11 day of July, 1999, by Ron Stock and Donald Springer, the County Administrator and Board Chair of Wabasha County, a political subdivisions under the laws of the State of Minnesota, on behalf of the County.

  
Notary Public

## Exhibit A

### Wages and Job Goals

Position Title	Total FTE Per Position	FTE Created* Per Position	FTE Retained Per Position	Actual Average Salary Per FTE
Family Practice Physician/Surgeon	6.60	3.00	9.60	\$134,112.00**
Nurse Midwife/Practitioner	2.10	0.50	2.60	\$62,000.00
Management	2.40		2.40	\$55,000.00
Clinical Support Staff	16.80	5.60	22.40	\$23,100.00
Licensed Practical Nurse				
Medical Lab Technicians				
X-Ray Technicians				
Business Office	10.65	2.4	13.45	\$18,637.00
Transcriptionist				
Receptionist				
Coder				
Customer Service Rep				
Bookkeeper				
Medical Records				
<b>TOTAL FTE</b>	<b><u>38.55</u></b>	<b><u>11.50</u></b>	<b><u>50.45</u></b>	

7/10/00

\*Created and added in anticipation of expansion

\*\* MGMA Average

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

Authorize to pay to the City of Preston the Veterans Home project appropriated funds

\*\*\*\*\*

**Requested Action:**

Adoption of the resolution authorizing the Wabasha County Auditor-Treasurer to pay the City of Preston the requested contribution for support of the Veterans Home Project.

\*\*\*\*\*

**Fiscal Impact:**

\$5,000. Funds were appropriated in the 2019 budget.

\*\*\*\*\*

**Background/Recommendation:**

The City of Preston was chosen as one of the sites across greater Minnesota for the construction of a new Veterans home. The construction costs are to be funded by a combination of local, state and federal funds. Wabasha County agreed to appropriate \$5,000 in the 2019 Budget as a contribution to the project. The Wabasha County Finance Director recommends adoption of the resolution.

\*\*\*\*\*

**Action:**

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

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

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

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

**Wabasha County Board of Commissioners**

**Resolution No.: 2019-020**

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that,** the Wabasha County Auditor-Treasurer is authorized to pay the City of Preston the 2019 budgeted appropriated funds in the amount of \$5,000 to be used for support of the Veterans Home Project.

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
County Board Chair

Attest:

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

# Board of Commissioners Wabasha County

**Date:** February 05, 2019

**Agenda Item Number:** 9.0 I

\*\*\*\*\*

**Agenda Item:** Prosecution contract for the City of Lake City

\*\*\*\*\*

**Requested Action:** Authorize contract for prosecution

\*\*\*\*\*

**Fiscal Impact:** \$31,800/year, with the entire value of the contract going into the budget of the Wabasha County Attorney's Office. This is an increase of \$1,800 from 2018.

\*\*\*\*\*

**Background/Recommendation:** The Wabasha County Attorney's Office entered in a contract in 2014 with the City of Lake City for the purpose of prosecuting criminal cases in that municipality. A copy of the proposed contract is attached. The County Attorney's Office proposes that the entire value of the contract be used to offset current salary costs. There is no proposal to hire additional staff at this time.

\*\*\*\*\*

**Action:**

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

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

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

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

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

Wabasha County Board of Commissioners

Resolution Number: 2019-021

Whereas, In 2014 the County entered into contract with the City of Lake City which provided them prosecutorial services from our County Attorney's Office; and

Whereas, that contract is set to expire unless extended; and

Whereas, the Wabasha County Attorney's Office believes that such a contract would be beneficial to both the city and the county; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby authorizes the Wabasha County Attorney's Office to renew the contract for prosecution services as outlined in the attached contract. The value of the contract shall go into the County Attorney's budget to offset salary costs.

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Wabasha County Board Chair

Attest:

By: \_\_\_\_\_  
Wabasha County Administrator

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of January, 2019, by and between the City of Lake City, a municipal corporation and political subdivision of the State of Minnesota, and the Wabasha County Attorney's Office, an agency of Wabasha County, a political subdivision of the State of Minnesota.

### RECITALS

**WHEREAS**, the City desires to enter into an agreement with the County and to contract with the County as legal counsel for the City relevant to the prosecution of criminal offenses and forfeiture proceedings related to said offenses commencing on the 1st day of January, 2019, and terminating December 31, 2019, unless extended by mutual agreement of the parties; and

**WHEREAS**, Minnesota Statutes Section 484.87 Subd. 3 permits a home rule charter City such as the City of Lake City to enter into an agreement with the County Board and the County Attorney to provide prosecution services for any criminal offense, it is agreed by and between the parties as follows:

1. **AGREEMENT:** The City of Lake City (hereafter "City") hereby contracts with the County of Wabasha, (hereafter "County") and the County contracts with the City for the County to provide criminal prosecution services and representation on related forfeiture proceedings to the City.
2. **SCOPE OF DUTIES:** Except as expressly limited herein, the County shall perform for the City all duties, obligations, and responsibilities of the office of City Prosecutor as those responsibilities may be affected by the Home Rule Charter and the ordinances of the City and the statutes of the State of Minnesota. The County shall also act as the "prosecuting authority" for purposes of representation of the City in all forfeiture proceedings arising out of prosecution services provided to the City under this agreement, specifically including but not limited to DWI forfeitures, under Minn. Stat. §169A.63, et. seq., and as said laws may be amended in the future. The County shall supervise, direct, and perform all legal services relating to criminal prosecution and related forfeiture proceedings as may be from time to time required by the City. The County shall provide all legal, paralegal, and non-legal support personnel, all library resources, all educational and seminar expenses necessary to complete the duties required hereunder.
3. **EXCLUDED DUTIES:** The County does not assume responsibility for providing other civil legal services to the City pursuant to this agreement. The City agrees to appoint and maintain a City Attorney and/or contract with other attorneys, to handle other civil legal matters for the City of Lake City, specifically including, but not limited to, the civil or administrative enforcement of the City's nuisance ordinances.
4. **TERM:** The term of this Agreement shall begin on 1st day of January, 2019, and terminating December 31, 2019, unless extended by mutual agreement of the parties.

Notwithstanding anything contained herein to the contrary, either of the parties may terminate this agreement upon sixty days (60) written notice to the other of their intent to do so. Any notice given hereunder will be effective on the first of the month following the requisite sixty days (60) notice. If the contract has not been terminated prior to the end of the first full year of this agreement, the City agrees to provide notice to the County by that date of whether it desires to renew the agreement, and if so under what proposed terms. Notice shall be sent to the Wabasha County Attorney's Office at 848 17<sup>th</sup> St. E. Suite 6., Wabasha, MN 55981.

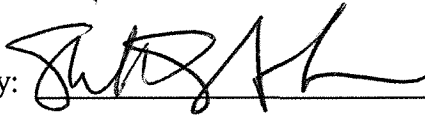
5. **COMPENSATION:** The City agrees to pay the County the sum of \$2,650.00 per month for said services beginning on the 13<sup>th</sup> day of January, 2019.
  - A. **Overhead Costs:** Included in the monthly costs of retainer of \$2,650.00 will be computer software, library subscription, computer network, telephone, equipment purchase and/or replacement, and supply costs.
  - B. **Forfeiture Fees:** Under Minn. Stat. §169A.63, Subd. 10, and as amended in the future, the City shall distribute to the County as the prosecuting authority all fees or proceeds resulting from the sale of forfeited vehicles handled by the County under this agreement. The City will also transmit to the County any other fees payable to the prosecuting authority in accordance with state statute on cases handled by the County under this agreement.
  
6. **RELATIONSHIP BETWEEN PARTIES:** The County is retained by the City only for the purposes and to the extent set forth in this Agreement, and its relationship to the City shall, during the period or periods of this Agreement, be that of an independent contractor or practitioner. Neither the County nor its personnel shall be considered to be employed by the City or entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any benefits accorded to the City's regular employees. The City shall not be financially responsible to the County except for the payment of compensation specifically set forth in this Agreement. Likewise the City shall not be responsible for any wage withholding to the federal or any state government. The County shall not have the benefit of any rights which may be set forth in any management or employee handbooks published by the City for its regular employees.
  
7. **PROFESSIONAL JUDGMENT:** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the County in accordance with its independent professional judgment. The County shall require its personnel to perform the services rendered in accordance with accepted principles of legal practice in the State of Minnesota. The County's personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations governing the practice of law in the State of Minnesota.

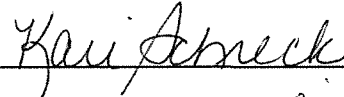


8. **MODIFICATION:** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an Agreement in writing approved by the parties. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties, however, such modification shall be reduced to writing, signed by the parties, and the document appended to and made part of this Agreement.
9. **PROHIBITION AGAINST ASSIGNMENT:** Except as otherwise expressly provided in this Agreement, the County agrees that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, in any way by the County or by any other person claiming under this Agreement and shall not be subject to execution, attachment, or similar process.
10. **CONTROLLING LAW AND VENUE:** This Agreement shall be controlled by the laws of the State of Minnesota and any action brought because of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Brian Goihl, Chair  
Wabasha County Board of Commissioners

Dated: \_\_\_\_\_ Attested to By: \_\_\_\_\_  
Michael P. Plante  
Wabasha County Administrator

Dated: \_\_\_\_\_ By:  \_\_\_\_\_  
City of Lake City Mayor

Dated: \_\_\_\_\_ By:  \_\_\_\_\_  
City of Lake City - City Clerk

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

Advertise for Bids for CP 079-011-002 bridge abutment work

\*\*\*\*\*

**Requested Action:**

Consider adoption of Resolution No. 2019-022 authorizing the Wabasha County Highway Engineer to advertise for bids for CP 079-011-002.

\*\*\*\*\*

**Fiscal Impact:**

The fiscal impact is budgeted and will not be known until bids are open, but is expected to be approximately \$100,000.

\*\*\*\*\*

**Background/Recommendation:**

One abutment on Bridge 79523 on County Hwy 11 over Spring Creek near Hwy 60 has moved since construction. It is recommended to correct the abutment movement by returning the abutment to its original position and tying the bridge beams and abutment together with reinforced concrete on both ends of the bridge. The project is timed to avoid major conflicts with motocross activity traffic.

The Wabasha County Engineer recommends adoption of Resolution 2019-022.

\*\*\*\*\*

**Action:**

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

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

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

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

**Wabasha County Board of Commissioners**

**Resolution No.: 2019-022**

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the Wabasha County Highway Engineer be authorized to advertise for bids for CP 079-011-002.**

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
County Board Chair

Attest:

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

# Board of Commissioners Wabasha County

**Agenda Item Number:** 9.0 K

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

Approve Certificate of Correction to Wabasha County Right of Way Plat No. 50

\*\*\*\*\*

**Requested Action:**

Adopt Resolution 2019-023.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Background/Recommendation:**

Errors have been found on the previously approved and recorded Plat, in which one platted parcel acreage was incorrect (Parcel 4 existing right of way previous was stated as 1.46acres corrected to 1.71acres, new highway right of way was stated as 0.93acres corrected to 0.64acres, and total was stated as 2.39acres corrected to 2.35acres), and a correction to stated location for Parcel 5. Attached is the Certificate of Correction that would be submitted for recording upon the County Board's approval and signature.

The Wabasha County Engineer recommends adoption of Resolution 2019-023.

\*\*\*\*\*

**Action:**

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

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

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

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

**Wabasha County Board of Commissioners**

**Resolution No.: 2019-023**

**Whereas**, Wabasha County Highway Right of Way Plat No. 50 was recorded on December 15, 2015; and

**Whereas**, errors have been found on the above Plat.

**Now Therefore Be It Resolved by the Wabasha County Board of Commissioners** hereby approves the attached Certificate of Correction to Wabasha County Highway Right of Way Plat No. 50.

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
County Board Chair

Attest:

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

CERTIFICATE OF CORRECTION

WABASHA COUNTY RIGHT OF WAY PLAT NO. 50 was recorded as Wabasha County document 333566 on January 2, 2019.

Subsequently an error was found in the parcel chart of said plat. Said chart did not indicate the correct right of way areas for parcel 4 and did not indicate the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 109 North, Range 9 West for parcel 5.

By the authority of State Statute 505.1793, Subd. 3, the above referenced right of way plat is hereby revised to show the corrected areas for parcel 4 and locations for parcel 5 as illustrated below.

	Owner	Location	Existing R/W	New R/W	Total R/W
4	James A. & Linda L. Johnson	Blocks 10, 11 & 12, Village of Weaver	1.71 Acres	0.64 Acres	2.35 Acres
5	Paul J. Wotzka & Patricia Bailey	Blocks 12, 17 & 18, Village of Weaver SW $\frac{1}{4}$ -NE $\frac{1}{4}$ S.30, T.109N, R.9W.	1.27 Acres	0.18 Acres	1.45 Acres

Prepared and approved by Marcus S. Johnson, Wabasha County Surveyor, license number 47460.

  
 \_\_\_\_\_  
 Marcus S. Johnson

1/28/2019  
 \_\_\_\_\_  
 Date

Approved by Dietrich R. Flesch, Wabasha County Engineer, license number 43825.

  
 \_\_\_\_\_  
 Dietrich R. Flesch

1/29/2019  
 \_\_\_\_\_  
 Date

Approved by the chairperson of the Wabasha Board of Commissioners.

\_\_\_\_\_  
 Chairperson

\_\_\_\_\_  
 Date

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2019, A.D., at \_\_\_\_\_ o'clock \_\_\_ m as Document No. \_\_\_\_\_.

\_\_\_\_\_  
 Wabasha County Recorder

T:\Plats\Weaver ROW Plat\Plat.dwg

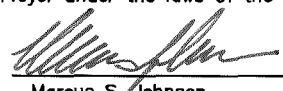
*Certificate of Correction of  
 Right of Way Plat No.50*



**JOHNSON & SCOFIELD INC.  
 SURVEYING AND ENGINEERING**

626 Jefferson Ave, Wabasha, MN 55981  
 (651)565-3244, FAX(651)565-4394

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

  
 \_\_\_\_\_  
 Marcus S. Johnson  
 Minnesota License No. 47460  
 Date: January 28, 2019

SHEET 1 OF 1 SHEETS	W.O.# 15-	DRAWING NUMBER S-
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# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 L

**Date:**

February 5, 2019

**Agenda Item:**

Administration of Wabasha County Aggregate Material Removal Production Tax Ordinance

**Requested Action:**

Consider Adoption of Resolution 2019-024 providing clarification of administrative details of the previously enacted Wabasha County Aggregate Material Removal Production Tax Ordinance

**Fiscal Impact:**

None.

**Background/Recommendation:**

State Statute and the County's Ordinance do not speak to the administrative details to be considered in the proposed resolution of administrative fee, disbursement of Imported material revenue, and disbursement timing.

The administrative fee can be up to a maximum of 5% of revenue of the tax. It is recommended to start at the 5%, and if actual costs are determined to be less than adjust downward. The Auditor-Treasurer Office intends to track its administrative costs, so if adjustment in the future is necessary, actual costs of administration can more accurately be estimated.

Disbursement of tax revenue from Imported material for material brought into the County for which the tax is applicable is believed to be most reasonably disbursed to the County Road and Bridge Fund (after administrative fee) as the material is not excavated from any particular quarry in any township or city within the County; no restoration would be needed and isn't from a township or city within the County. Formalizing when disbursements will made, gives clear direction to the Auditor-Treasurer Office for making payments.

The County Engineer recommends approval of Resolution 2019-024.

**Action:**

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

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

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

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

## **Wabasha County Board of Commissioners**

### **Resolution No.: 2019-024**

**Whereas**, the Wabasha County Aggregate Material Removal Production Tax Ordinance was previously enacted with an effective date of January 1, 2019

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that** the County Auditor/Treasurer shall administer the Ordinance supplemented with the following:

1. The annual administrative fee shall be 5%. The Auditor-Treasurer shall account for actual costs of administration of the Ordinance through 2019.
2. The balance of taxes, after deducting the administration fee of 5%, collected for imported material shall be disbursed solely to the County Road and Bridge Fund.
3. Disbursements made to townships and cities under this Ordinance shall be made twice a year in approximately the month of May and November.

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
County Board Chair

Attest:

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



# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 M

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

Approve Payment to South East MN Violent Crime Enforcement Team (f/k/a South East Minnesota Narcotics & Gang Task Force)

\*\*\*\*\*

**Requested Action:**

Authorization to pay 2019 appropriation in the amount of \$7,426.30 by Auditor's Warrant

\*\*\*\*\*

**Fiscal Impact:**

Appropriation was approved in the 2019 Budget.

\*\*\*\*\*

**Background/Recommendation:**

This is a budget item and has been a budget item for several years. The County has participated with this organization since August 1998. The match requirement for 2019 is \$7,426.30. This has been figured in the 2019 budget. In exchange for this payment, we receive manpower and equipment to assist the County with enforcement of state and federal laws regarding controlled substances.

\*\*\*\*\*

**Action:**

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

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

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

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

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

**Wabasha County Board of Commissioners**

**Resolution No: 2019-025**

Resolution Approving Payment to the South East MN Violent Crime Enforcement Team and authorization for an Auditor's Warrant

**Whereas**, the Wabasha County Board of Commissioners has approved an appropriation in the amount of \$7,426.30 in the 2019 Budget to be paid to the South East MN Violent Crime Enforcement Team (f/k/a Southeast Minnesota Narcotics & Gang Task Force), and,

**Whereas**, the South East MN Violent Crime Enforcement Team is requesting this amount be paid to the organization.

**Whereas**, the Sheriff also requests approval for the Auditor's Office to issue an Auditor's Warrant not to exceed the invoice amount of \$7,426.30.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the Wabasha County Board of Commissioners authorizes the payment of \$7,426.30 to the South East MN Violent Crime Enforcement Team.

**Be it further Resolved by the Wabasha County Board of Commissioners that**, the Auditor's Office is hereby authorized to issue an Auditor's Warrant not to exceed the invoice amount of \$7,426.30 to the respective vendor.

Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Donald Springer, Wabasha County Board Chair

Attest:

By: \_\_\_\_\_  
Michael Plante, Wabasha County Administrator



## South East MN Violent Crime Enforcement Team

Counties. Dodge-Fillmore-Goodhue-Mower-Olmsted-Wabasha-Winona  
Cities Austin-Kasson-Lake City-Plainview - Red Wing-Winona

Address: 101 4<sup>th</sup> Street SE Rochester, MN 55904

**INVOICE#: 2019- 10**

**INVOICE DATE: 01/10/2019**

**TO:** WABASHA COUNTY SHERIFF'S OFFICE  
Attn: Sheriff Rodney Bartsh  
848 17<sup>th</sup> Street East  
Wabasha, MN 55981-5033

Date	Description	Amount
01/10/2019	Task Force Agency Funds for 2019	\$7,426.30
	<b>Total of Invoice</b>	<b>\$7,426.30</b>

Contact Captain Vince Scheckel (507) 328-9792 or Kari (507) 328-9793 with any questions regarding this invoice.

Make check payable to: **SEMV CET**  
Attn: Kari Haarstad  
101 4<sup>th</sup> Street SE  
Rochester, MN 55904

*(Please reference the above invoice number on your check.)*

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 N

Date:

February 5, 2019

\*\*\*\*\*

Agenda Item:

Purchase of 2019 Ford Fusion and Transfer and/or Sale of 2012 Silver Chevy Malibu

\*\*\*\*\*

Requested Action:

Purchase of a 2019 Ford Fusion from Tom Heffernan Ford and the transfer or sale of the 2012 Silver Chevy Malibu for the Social Services Department.

\*\*\*\*\*

Fiscal Impact:

\$20,378.39 plus any other incidental costs (registration, plates, etc.) This will be coming out of the Social Services 2019 Cash Reserves and not impacting the overall budget.

\*\*\*\*\*

Background/Recommendation:

This vehicle falls within the State of Minnesota Admin Price Schedule. The vehicle is equipped with a voice/act touch screen navigation system. The navigation system will enable our social workers and case aids to transport clients and children without having to use their personal cell phone and data charges, in some cases not all cell phones have access to navigation.

The Social Services Director recommends passing this resolution.

\*\*\*\*\*

Action:

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

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

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

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

# Wabasha County Board of Commissioners

## Resolution No.: 2019-026

### Purchase 2019 Ford Fusion and Transfer or Sell 2012 Silver Chevy Malibu

**Whereas**, The Wabasha County Social Services department is requesting to purchase a Ford Fusion from Tom Heffernan Ford, and

**Whereas**, the purchase will be made by issuing a Auditor's warrant from the Social Services Fund reserves not to exceed the purchase price of \$20,378.39 plus other incidental costs, and

**Whereas**, with the purchase the above vehicle the 2012 Silver Chevy Malibu shall either be transferred from Social Services to another county department or considered excess equipment and disposed of by sale;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the Auditor is authorized to issue an Auditor's Warrant to purchase a Ford Fusion from Tom Heffernan Ford in the amount of \$20,378.39 plus any other incidental costs associated with acquiring the vehicle.

**Be it further resolved that the Wabasha County Board of Commissioner that** the 2012 Silver Chevy Malibu VIN#1G1ZA5EU1CF36298 is to be a transferred from the Social Services department to another county department or deemed as Excess Equipment and authorizes disposal of by sale or auction.

Adopted this 5th day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Donald Springer  
Board Chair

Attest:

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

# Board of Commissioners Wabasha County

Agenda Item Number: 9.0 0

Date:

February 5, 2019

\*\*\*\*\*

Agenda Item:

Assignment to the Hiawatha Valley Mental Health Center Board of Directors

\*\*\*\*\*

Requested Action:

Assign Commissioner Wobbe as primary and Commissioner Springer as alternate members to the Hiawatha Valley Mental Health Center Board of Directors.

\*\*\*\*\*

Fiscal Impact:

N/A

\*\*\*\*\*

Background/Recommendation:

The Hiawatha Valley Mental Health Center Board of Directors has formally requested a member of the Wabasha County Board participate on their board. The Hiawatha Valley Mental Health Center Board of Directors meets on the first Monday of each month at 5:00 PM in Winona.

The Social Services Director recommends passing this resolution.

\*\*\*\*\*

Action:

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

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

Vote Aye:\_\_\_\_

Vote Nay:\_\_\_\_

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

# Wabasha County Board of Commissioners

## Resolution No.: 2019-027

### Assignment to Hiawatha Valley Mental Health Center Board of Directors

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

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

**Whereas**, the Hiawatha Valley Mental Health Center Board of Directors has formally requested a member of the Wabasha County Board serve in this capacity; and

**Whereas**, the Hiawatha Valley Mental Health Center Board of Directors meets on the first Monday of each month at 5:00 PM in Winona;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, Commissioner Wobbe will be assigned as a primary member to this board and Commissioner Springer will be assigned as an alternate member.

Adopted this 5th day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Donald Springer  
Board Chair

Attest:

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

# Board of Commissioners Wabasha County

**Agenda Item Number:** 10.0 A

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

County Highway 4 and 27, and Hwy 42 Intersection Public Hearing

\*\*\*\*\*

**Requested Action:**

Public Hearing

\*\*\*\*\*

**Fiscal Impact:**

None.

\*\*\*\*\*

**Background/Recommendation:**

A project for the intersection of County Highway 4 and 27, and MN Hwy 42 is being planned. Since the public meeting and previously discussed intersection alternative alignments, the Highway Department has worked to develop a revised north alternate (see attached) and discussed with the affected property owners of the revised alternate. The revised alternate is an attempt to make a revised alignment less objectionable to the adjacent property owners while still meeting overall project objectives and road design guidelines, and in consideration of expected costs. The County successfully applied for project funding from a federal highway safety grant, and also MnDOT for local partnership program funding.

This Public Hearing will allow for public questions and comments on the proposed revised north alternate.

\*\*\*\*\*

**Action:**

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

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

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

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





Google Earth



# Board of Commissioners Wabasha County

**Agenda Item Number:** 10.0 B

**Date:** 02/05/2019

\*\*\*\*\*

**Agenda Item:** New contract approval for Health Care Savings Plan with Minnesota State Retirement System

\*\*\*\*\*

**Requested Action:**

Wabasha County Administration recommends approval of a new contract with the Minnesota State Retirement System.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Background/Recommendation:**

Wabasha County would like to add a new employee group to the Health Care Savings Plan contract with the Minnesota State Retirement System. This new group will be comprised of the Wabasha County elected officials. Effective dates of the contract are March 1, 2019 to March 1, 2021. The funding source for this contribution is an employee payroll deduction.

\*\*\*\*\*

**Action:**

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

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

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

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

# Wabasha County Board of Commissioners

## Resolution No.: 2019-028

**Whereas**, Wabasha County has several contracts with the Minnesota State Retirement System for a Health Care Savings Plan;

**Whereas**, administration has identified that a new group of employees would like to contribute to the Health Care Savings Plan;

**Whereas**, administration met with Minnesota State Retirement System and also the elected officials to discuss the possibility of forming a new group;

**Whereas**, it was agreed upon by the Minnesota State Retirement System, Wabasha County Elected Officials and also the employer that a new group could be formed and a contract forwarded for review;

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners** to authorize the new contract approval with the Minnesota State Retirement System.

Adopted this 5th day of January, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Donald Springer  
Board Chair

Attest:

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



## **WABASHA COUNTY WABASHA COUNTY COURTHOUSE**

**625 JEFFERSON AVENUE  
WABASHA, MN 55981-1529**

Wabasha County elected officials are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post employment health care savings plan account.

All elected employees have agreed to contribute to the Post Employment Health Care Savings Plan as described below:

2% of their gross income biweekly (26 pay periods) annually.

Contributions can not be made to the Health Care Savings Plan account after a participant's death.

# Board of Commissioners Wabasha County

**Agenda Item Number:** 10.0 C

**Date:** 02/05/19

\*\*\*\*\*

**Agenda Item:** Wabasha County Treatment Court Cooperative Agreement with the 3<sup>rd</sup> Judicial District Court

\*\*\*\*\*

**Requested Action:**

Approval and signature by the Board Chair of the Wabasha County Treatment Court Cooperative Agreement with the 3<sup>rd</sup> Judicial District Court

\*\*\*\*\*

**Fiscal Impact:**

With the approval of this Cooperative Agreement, Wabasha County will receive reimbursement from the State of MN/District Court for several Treatment Court expenses. Prior to this Cooperative Agreement, Wabasha County received no reimbursement for these expenses.

\*\*\*\*\*

**Background/Recommendation:**

Wabasha County Treatment Court is eligible for funds from the State of Minnesota for some program expenses. The eligible expenses are outlined in IC of the agreement. In order to facilitate reimbursement for these program expenses, the 3<sup>rd</sup> Judicial District created this Cooperative Agreement. Wabasha County will be reimbursed for expenses between July 1, 2018 and June 30, 2019. If funds are allocated in FY 2020, a new Cooperative Agreement will be created.

\*\*\*\*\*

**Action:**

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

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

Vote Aye: \_\_\_\_

Vote Nay: \_\_\_\_

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

# Wabasha County Board of Commissioners

## Resolution No.: 2019-029

WHEREAS, This Agreement, by and between Wabasha County and the State of Minnesota acting through its agent Third Judicial District Administrator's Office is entered into for the period of July 1, 2018 through June 30, 2019.

WHEREAS, Wabasha County has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the Third Judicial District Administrator's Office and Wabasha County desire to establish cooperative procedures for the implementation and effective operation of the Treatment Court program, and;

WHEREAS, the Third Judicial District Administrator's Office wishes to enter such an Agreement with Wabasha to purchase services and supplies as more fully described in paragraph I.C. from Wabasha County coextensive with the availability of County, State and Federal Funds for such purchase, and

Now Therefore, be it Resolved by the Wabasha County Board of Commissioners enters into the Cooperative Agreement with the Third Judicial District Administrator's Office.

Adopted this 5th day of February, 2019 by the Wabasha County Board of Commissioners.

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

Donald Springer  
County Board Chair

Attest:

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

Michael P. Plante  
County Administrator

WABASHA COUNTY TREATMENT COURT  
Third Judicial District Court and Wabasha County  
COOPERATIVE AGREEMENT

This Agreement, by and between Wabasha County (herein "COUNTY") and the State of Minnesota acting through its agent Third Judicial District Administrator's Office (herein "COURT") is entered into for the period of July 1, 2018 through June 30, 2019.

WHEREAS, the COUNTY has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the COURT and COUNTY desire to establish cooperative procedures for the implementation and effective operation of the Treatment Court program, and;

WHEREAS, the COURT wishes to enter such an Agreement with COUNTY to purchase services and supplies as more fully described in paragraph I.C. from COUNTY coextensive with the availability of County, State and Federal Funds for such purchase, and

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. "This Agreement" means this Cooperative Agreement.
- B. "Treatment Court" means the Wabasha County Treatment Court.
- C. "Services and Supplies" means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy and Procedures Policy Number 511.2(a) and as further defined in Appendix A, Appropriated Monies. These services and supplies are defined as follows:
  - 1. Expenses for Non-Branch Employees: Expenses of non-branch employee team members such as phone reimbursement, supplies, mileage, meals, etc.
  - 2. Travel and Training Expense: Travel and training for treatment court team members, both in state and out of state, provided that the team member is listed on the treatment court roster.
  - 3. Contracted Services: Contracts for non-branch employee team members who are attending staffing and court proceedings; not providing treatment services.
  - 4. Supplies: Treatment Court supplies to include office supplies, office equipment, and administration costs. Supplies for treatment court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
  - 5. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the treatment court. Expenses must be paid directly to vendors and not to treatment court participants.
  - 6. Bus and Taxi Fare: Bus and Taxi Fare to attend court related activities. Vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of the county. Expenses must be paid directly to vendors and not to the treatment court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signatures by the parties, the Agreement period is from July 1, 2018 through June 30, 2019, unless otherwise terminated by law or a provision of this Agreement.
- B. Payment. The COURT shall reimburse COUNTY for the cost of services and supplies directly related to the Treatment Court program.
- C. Payment Rate. The Court shall compensate Wabasha County for costs COUNTY incurred for

services and supplies on behalf of Treatment Court participants during each calendar quarter subject to the following limitations. The cost of the services and supplies provided to Treatment Court participants shall not exceed Thirty Thousand Eight Hundred Twenty-Three Dollars (\$30,823.00) in the period from July 1, 2018 through June 30, 2019.

D. Billing Procedure. County shall submit the Treatment Court Financial Status Report which will act as an invoice to the Court on a quarterly basis for services and supplies rendered pursuant to this Agreement.

E. **County and Treatment Court Responsibilities:**

1. **County is responsible to:**

- a. Provide qualified contractors to be Treatment Court team members including a Mental Health Consultant and facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants.
- b. Authorize and approve employee expenses for mileage, meals, parking away from the primary work site.
- c. Provide supplies and office equipment; drug testing kits and services; and bus and taxi fare for Treatment Court participants as needed per section 2.e. below.
- d. Treatment Courts receiving Minnesota Judicial Branch funding in Fiscal Year 2019 must comply with the following conditions:
  - Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable)
  - Report treatment court data upon implementation of the Tyler Supervision Module
  - Provide documentation of 30% local match (cash or in-kind) as requested
  - Provide annual caseload information as requested;
  - Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information will be provided prior to participation)
  - Engage state and local partners in discussions about developing a sustainable treatment court including the exploration of federal, state, and local funding streams to support ongoing treatment court operations
  - Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.

2. **Both County and The Court are responsible to:**

- a. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
- b. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs.
- c. Arrive at financial agreements that allow the Court and County to operate within fiscally sound principles that meet the payment and receipt procedures.
- d. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
- e. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.



## F. TERMINATION

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later.
2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from county, state, or federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court.

## G. ADMINISTRATION

1. Administration of the contract terms will be monitored for County by Donald Springer, Wabasha County Board Chair, 625 Jefferson Avenue, Wabasha MN 55981 and all inquiries shall be directed to his attention.
2. Administration of the contract terms will be monitored for the Court by Shelley Ellefson, Third Judicial District Administrator, 1696 Greenview Drive SW, Rochester MN 55902, and all inquiries shall be directed to her attention.

## H. LIABLE FOR OWNACTS.

County and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the acts or omissions of County or its employees. County shall require that contractors selected by it shall be insured in amounts consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the treatment court participants served by the contractor. Each Party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

## I. COMPLIANCE WITH LAWS/STANDARDS.

Each Party to this Agreement shall abide by all Federal State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the Party is responsible.

## J. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of County and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this agreement.

## K. DATA PRIVACY.

It is expressly agreed that County and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act. The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. County shall require that its contractors comply with the requirements of the Minnesota Government Data Practices Act and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

L. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a Party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that Party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other Party.

# APPENDIX A

**STATE COURT ADMINISTRATOR POLICY/PROCEDURE 511.2(a)**

TYPE OF EXPENSE	Appropriated Monies 1000 Fund	Participation Fees 2000 Fund	Gifts and Donations <sup>1</sup> 2403 Fund	Notes
Salaries, Branch Employees	Yes	Yes	Yes	
Expenses, Branch Employees	Yes	Yes	Yes	
Salaries for non-branch employee team members	Yes	Yes	Yes	Need JDA approval
Contracts for non-branch employee team members	Yes	Yes	Yes	
Expenses for non-branch employee team members Such as cell phone reimbursement, supplies, mileage, meals, etc)	Yes	Yes	Yes	Need JDA approval, in accordance with MJB travel policy
Travel/Training (both in state and out of state)				
Branch Employee/Judge	Yes	Yes	Yes	
Non-Branch Employee Teammember	Yes	Yes	Yes	Need JDA approval through special expense form.
Office Supplies/Equipment/Admin costs	Yes	Yes	Yes	
Drug testing kits and services	Yes	Yes	Yes	
Graduation Recognition				
Cake and Refreshments	No	Yes	Yes+	
Meals for Participants	No	Yes	Yes+	Meal costs not to exceed \$11 per person, \$150 max per graduate
Meals for Family/Friends	No	Yes	Yes+	Meal costs not to exceed \$11 per person, \$150 max per graduate
Team Building Events (Pro Social Activities)				Once per year out of 2000 fund. Additional activities are allowable if based on an approved annual plan or schedule of activities
Cake and Refreshments	No	Yes	Yes+	
Meals for Participants	No	Yes	Yes+	Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Meal costs not to exceed \$11 per person
Activity Costs	No	Yes	Yes+	
Specialty Court Anniversary Parties (5 Year increments)				
Cake and Refreshments	No	Yes	Yes+	
Meals for Participants	No	Yes	Yes+	Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Meal costs not to exceed \$11 per person
Books	Yes	Yes	Yes	
Sobriety Tokens/Medallions	Yes	Yes	Yes	
Bus Passes/Taxi Fare	Yes	Yes	Yes	To get to and from court related activities
Incentives(\$50 max) See gift and incentive policy				
Retail Items	No	Yes	Yes	
Prepaid Cards	No	Yes	Yes	
Bus Passes	No	Yes	Yes	
Health Facility	No	Yes	Yes	
Treatment	No	No	No	
Greeting Cards (Graduation cards for graduates and Thank You cards for volunteers and mentors)	No	Yes	Yes	
Gifts				
For Participants	No	No	No	
For Participant Family Member	No	No	No	
Flowers				
Sympathy	No	No	No	
Congratulation	No	No	No	
Loans or Financial Assistance	No	No	No	

**Any use not identified above is prohibited under Judicial Council Policy.**

<sup>1</sup> Yes+ donation form must specify this type of expense.

Grants and interagency agreements not included in fund types as each has their own specifications for allowable costs.

For Further details see policy 511.2 (a).

STATE OF MINNESOTA

\_\_\_\_\_  
Michelle Ellefson, Third Judicial District Admin

Date: \_\_\_\_\_

\_\_\_\_\_  
State Court Administration

Date: \_\_\_\_\_

\_\_\_\_\_  
Carla Heyl  
State Court Administration  
Senior Legal Counsel

Date: \_\_\_\_\_

Encumbered by: \_\_\_\_\_

COUNTY OF WABASHA

By \_\_\_\_\_  
Donald Springer  
Wabasha County Board Chair/Date

Approved as to form and execution:

\_\_\_\_\_  
Wabasha Co Attorney / Date

# Board of Commissioners Wabasha County

**Agenda Item Number:** 10.0 D

**Date:**

February 5, 2019

\*\*\*\*\*

**Agenda Item:**

Brian Hager CUP/IUP request

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**Requested Action:**

To deny the request as recommended by the Planning Commission.

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**Fiscal Impact:**

none

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**Background/Recommendation:**

On December 4, 2018 a complete application for an after-the-fact CUP/IUP was submitted by Brian Hager to allow for a small trucking business on parcel 10.00086.00 located in Section 29, Township 109 North, Range 9 West, Town of Minneiska (57309 130<sup>th</sup> Ave., Weaver). The Planning Commission conducted a public hearing on January 28<sup>th</sup> to hear any testimony related to the request. After considering all the testimony and facts of the matter, the Planning Commission on a vote of 4-0 recommends that a CUP/IUP for the proposed use be denied based upon the findings as follows:

1. The proposed use will be injurious to the use or enjoyment of other properties in the immediate vicinity and will substantially diminish or impair property values in the vicinity.
2. The proposed use will impede the normal, orderly development or improvement of surrounding vacant property.
3. Utilities, access roads, drainage, soil erosion control measures, and other necessary facilities have not been adequately addressed by the applicant.
4. Sufficient off-street parking and loading space for the proposed use has not been adequately addressed by the applicant.

5. Adequate measures have not been taken or proposed in the application to prevent or control offensive odor, fumes, dust, noise, vibration, or light which will create a nuisance to the local community.
6. Other factors bearing on public health, safety, or welfare have not been adequately addressed by the applicant.

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**Action:**

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

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

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

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

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

# Wabasha County Board of Commissioners

## Resolution No.: 2019-030

**Whereas**, Brian Hager submitted a Conditional/Interim Use Permit application for a small trucking business on parcel 10.00086.00 located in Section 29, Township 109 North, Range 9 West, Town of Minneiska (57309 130<sup>th</sup> Ave., Weaver, MN); and

**Whereas**, The Wabasha County Planning Commission conducted a public hearing on January 28, 2019 to provide an opportunity for the public to present any testimony related to the request; and

**Whereas**, The Wabasha County Planning Commission considered the findings as required and recommends on a vote of 4-0 that the Wabasha County Board of Commissioners deny the request for a CUP/IUP based upon six findings.

**Now Therefore be it Resolved by the Wabasha County Board of Commissioners that**, the Board of Commissioners agrees with the findings from the Planning Commission and denies the request from Brian Hager for a CUP/IUP based upon the following:

1. The proposed use will be injurious to the use or enjoyment of other properties in the immediate vicinity and will substantially diminish or impair property values in the vicinity.
2. The proposed use will impede the normal, orderly development or improvement of surrounding vacant property.
3. Utilities, access roads, drainage, soil erosion control measures, and other necessary facilities have not been adequately addressed by the applicant.
4. Sufficient off-street parking and loading space for the proposed use has not been adequately addressed by the applicant.
5. Adequate measures have not been taken or proposed in the application to prevent or control offensive odor, fumes, dust, noise, vibration, or light which will create a nuisance to the local community.
6. Other factors bearing on public health, safety, or welfare have not been adequately addressed by the applicant.

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Adopted this 5<sup>th</sup> day of February, 2019 by the Wabasha County Board of Commissioners.

By: \_\_\_\_\_  
Don Springer  
County Board Chair

Attest:

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