

Wabasha County
Board of Commissioners
Meeting Agenda
April 02, 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** (Goehl, Hall, Key, Springer, Wobbe)
- 4.0 **Approve Agenda**
- 5.0 **Staff Updates**
 - Auditor/Treasurer – Introduce Melissa Dorn
 - Planning and Zoning – Kevin Krause
- 6.0 **Administrator Update**
- 7.0 **Citizen Involvement** MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.
- 8.0 **Public Forum**
 - Sign-up for the public forum will be done prior to the beginning of the meeting.
 - No personal attacks to persons present or not.
 - No inflammatory language used during time that you have the platform.
 - Thank you for participating in County government.
- 9.0 **Consent Agenda**

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

 - A. Minutes: March 26, 2019
 - B. Claims
 - C. Meal Vouchers
 - D. Per Diems
 - E. Donations
 - F. **Finance:** Update Signatures on the Jail Inmate Account (2019-062)
- 10.0 **Action/Discussion Items**
 - A. **Administration:** Approve Whitewater Joint Powers Board Agreement Amendment (2019-063)
 - B. **Administration:** Capital Call Payment to South Country Health Alliance (SCHA) (2019-064)
 - C. **Auditor/Treasurer:** Approve MN Lawful Gambling Application to Conduct Excluded Bingo for St. Patrick Catholic Church-West Albany Twp. (2019-065)
 - D. **Zoning:** Grant a Conditional Use Permit With 3 Conditions As Recommended By The Planning Commission (2019-066)
- 11.0 **Commissioner Reports**
- 12.0 **Board Concerns**
- 13.0 **Recess/Adjourn**

MINUTES – SPECIAL MEETING – TUESDAY, MARCH 26, 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, March 26, 2019 at 9:00 a.m.

03/26/19

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

WOBBE-HALL

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

STAFF UPDATES

Staff Updates:

Administrator Updates:

Public Forum:

ADMINISTRATOR UPDATES

KEY-WOBBE

APPROVE CONSENT AGENDA

Motion to approve the consent agenda including the following:

Minutes: March 19, 2019

KEY-GOIHL

Resolution No: 2019-059

Hiring of County Administrator

Whereas, the individual hired as the County Administrator has resigned from the position creating a vacancy in the office of the County Administrator; and

RES 2019-059:
APPROVED THE
HIRING OF
COUNTY
ADMINISTRATOR
CONTRACT

Whereas, the Wabasha County Board of Commissioners appointed a committee to help find and recommend to the Board a suitable candidate for the position of County Administrator; and

Whereas, the board approved the selection of Brian Buhmann to fulfill the role of County Administrator a March 12, 2019 special meeting.

Now Therefore Be It Resolved that the Wabasha County Board of Commissioners hereby accepts and authorizes the employment agreement (attached Exhibit 1) with Brian Buhmann as Wabasha County Administrator according to the terms and conditions of said employment agreement. The starting date of employment shall commence on May 13, 2019. The annual salary shall be \$120,000 which is between Steps 10 and 11 of Grade 20 on the 2019 salary grid for this position.

Adopted Unanimously

WOBBE-SPRINGER

Resolution No.: 2019-060

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

RES 2019-060:
APPROVED
PAYMENT OF
ADDITIONAL
CAPITAL TO
SOUTH

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

COUNTRY
HEALTH
ALLIANCE

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 \$499,474.

The contribution shall be made not later than Friday, May 31, 2019.

3:2 NAY: Hall, Goihl

KEY-WOBBE

Resolution No.: 2019-061

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

RES 2019-061:
APPROVED
RESCINDING
WITHDRAWAL
FROM SOUTH
COUNTRY
HEALTH
ALLIANCE
JOINT POWERS
AGREEMENT

Whereas, Wabasha County voted on February 1, 2019 to terminated its participation in County-Based Purchasing through SCHA and exercised its right to withdraw from the Joint Powers Agreement as specified in its terms and bylaws; and

Whereas, the South Country Health Alliance Joint Powers Board voted on February 11, 2019 to allow any county who in the last month rescinded their membership to have the opportunity to reverse that until March 27, 2019; and

Whereas, since February 1, 2019 the board has received additional information and would like to rescind their withdrawal letter and remain a member of South Country Health Alliance; and

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

Whereas, the Wabasha County will remain an active member of SCHA with this action;

Now, Therefore be it Resolved, by the Wabasha County Board of Commissioners that, Wabasha County is exercising its option to rescind its withdrawal from the Joint Powers Agreement with SCHA, and remain a participant in County-Based Purchasing. Its Board Chair and/or County Administrator are hereby authorized to submit the required notification with SCHA by the appropriate deadline.

3:2 NAY: Hall, Goihl

HALL-WOBBE
Motion to adjourn

ADJOURN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Don Springer
County Board Chair

ATTEST:

BY: _____
Carolyn Holmsten
Interim County Administrator

**WABASHA COUNTY
BOARD MEETING
2-Apr-19**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Goihl, Brian	02/05/19	ZONING ENFORCEMENT	50.00
	02/12/19	PERSONNEL COMMITTEE	50.00
	02/19/19	PERSONNEL COMMITTEE, TOWNSHIP	50.00
	02/19/19	HUMAN SERVICES	50.00
	02/20/19	THREE RIVERS	50.00
	03/19/19	HUMAN SERVICES	50.00
			<u>\$ 300.00</u>
Hall, Rich			
Key, Cheryl	03/19/19	HUMAN SERVICES	50.00
			<u>\$ 50.00</u>
Springer, Don	03/19/19	HUMAN SERVICES	\$ 50.00
			<u>\$ 50.00</u>
Wobbe, Mike			
TOTAL PER DIEMS REQUESTED			<u>\$ 400.00</u>

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

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

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

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

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

April 2, 2019

Agenda Item:

First State Bank of Wabasha Signature Authorities-Jail Inmate Account

Requested Action:

Update signatures on the Jail inmate account

Fiscal Impact:

None

Background/Recommendation:

Signatures changes are necessary due to personnel changes at the Jail. The Finance Director recommends approval.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2019-062

Whereas, Wabasha County has designated First State Bank of Wabasha as a depository of its public funds pursuant to Minnesota Statutes, Chapter 118A; and

Whereas, it has become necessary to update the signatures on the Jail Inmate account.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Michael Peterson is to be removed as an authorized signer on the Jail Inmate Account at First State Bank of Wabasha.

Adopted this 2nd day of April, 2019 by the Wabasha County Board of Commissioners.

By: _____
Donald Springer
Wabasha County Board Chair

By: _____
Carolyn Holmsten
Interim County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 A

Date:

April 2, 2019

Agenda Item:

Whitewater Joint Powers Board Agreement and Resolution

Requested Action:

Approve Whitewater Joint Powers Board Agreement Amendment

Fiscal Impact:

Not applicable for this Board Action Item. Wabasha County, like the other two counties in the Whitewater Joint Powers Agreement, has an annual appropriation based on the percentage of the watershed included in the county. For Wabasha County, that amount is \$4,982; this appropriation has not changed since 2010.

Background/Recommendation:

The Whitewater Joint Powers Board agreement was first adopted in 1987. It was amended in 1989 and 1995. Whitewater Joint Powers Board members noted that some elements of the 1995 amendment are out of date and did not include duty descriptions for some Whitewater Joint Powers Board officers. During drafting of the new amendment, legal guidance recommended that operating procedures not detailed within the agreement be included by attachment to the agreement. At their December 20, 2018 meeting, the Whitewater Joint Powers Board approved changes to that agreement and recommended that each of its member boards also adopt by resolution the new agreement.

Adopt by resolution to accept the amended Whitewater Joint Powers Agreement.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

**Resolution No.: 2019-063
Resolution to Approve the Amended
Whitewater Joint Powers Agreement**

Whereas, Wabasha County is a member in good standing of the Whitewater Joint Powers Board, and

Whereas, the original agreement was a Cooperative Agreement between Winona County, Olmsted and Wabasha County Soil and Water Conservation Districts adopted in 1987, and

Whereas, the original agreement was amended in 1989 to include the Boards of Commissioners from Olmsted, Wabasha and Winona Counties, and

Whereas, the Whitewater Joint Powers Board currently operates under an agreement that was amended May 9, 1995, and

Whereas, The Whitewater Joint Powers Board requested an update to the 1995 amendment to include clarification of duty descriptions and an attachment with Board-approved operating procedures, and

Whereas, the Whitewater Joint Powers Board reviewed and approved the proposed amendment to the agreement at their December 20, 2018 meeting

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the amendment to the Whitewater Joint Powers Agreement be approved

Adopted this 2nd day of April, 2019 by the Wabasha County Board of Commissioners.

By: _____
Donald Springer
Wabasha County Board Chair

Attest:

By: _____
Carolyn Holmsten
Interim County Administrator

WHITEWATER JOINT POWERS BOARD AGREEMENT

THIS AGREEMENT is an amendment to the Joint Powers Agreement signed May 9, 1995 between the counties of Olmsted, Wabasha, and Winona, Minnesota.

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and among the Boards of Commissioners of the following Counties of the State of Minnesota: Olmsted, Wabasha and Winona (hereinafter referred to as participating county boards), and entered into by and among the Soil and Water Conservation Districts of the following Districts of the State of Minnesota: Olmsted, Wabasha, and Winona (hereinafter referred to as participating districts), pursuant to Minnesota Statute Section 471.59, as follows:

WHEREAS, Minnesota Statutes Sections 471.59 authorizes governmental units to jointly and cooperatively exercise any powers common to the contracting parties, and

WHEREAS, Minnesota Statutes authorizes boards of county commissioners to initiate projects for soil and water conservation, and

WHEREAS, the participating county boards and districts desire to improve the Whitewater Watershed

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and pursuant to the foregoing, the participating counties and districts do hereby establish a Whitewater Joint Powers Board having the composition, powers, and duties provided in this agreement as follows:

I. WHITEWATER JOINT POWERS BOARD

A. Composition

The Joint Powers Board shall have the following composition: One county commissioner and one district supervisor appointed by each participating County and Soil and Water Conservation District (SWCD). The Joint Powers Board members' terms shall continue solely at the discretion of each board.

B. Mission

The Whitewater Joint Powers Board exists to carry forward the Whitewater River Watershed Project's mission. That mission being to continue to nurture a land stewardship ethic amongst those that live, work, and recreate in the watershed. The project will focus on improving water quality, reducing sedimentation and flooding, and improving plant and animal habitat. The

project will accomplish this mission by developing a partnership among watershed citizens, governmental agencies, environmental groups, and businesses. The Whitewater Joint Powers Board is the legal entity that oversees the activities and carries out the goals of the Whitewater River Watershed Project.

C. Powers

The Joint Powers Board shall possess all the powers and duties assigned by law to:

1. Receive and expend funds from any lawful source including any governmental or non-profit source, specifically including contributions from the respective participating counties;
2. Employ such staff as is necessary to carry out the purpose of this agreement, subject to the financial limitations imposed by law and this agreement;
3. Contract with an entity to provide services;

In addition to the above specified powers, the Whitewater Joint Powers Board shall have and exercise all powers which may be necessary to enable it to perform and carry out its duties and responsibilities to implement this agreement.

D. Operating Procedures

1. Voting Members: Each board member shall have one vote in the determination of all issues.
2. The Joint Powers Board may adopt operating procedures as it may determine from time to time, consistent with Minnesota Statutes Section 471.59 and Chapter 103B. Attachment A lists adopted operating procedures not included within this agreement.
3. Associate Members (All project participants other than Joint Powers Board members) may actively participate in the discussions, but they do not have a vote. Project participants include state and local agency/government staff, contracted consultants, volunteers and Whitewater Watershed stakeholders that are assisting with current JPB projects and grants.
4. Amendments: The operating procedures may be amended by a two-thirds (2/3) vote of the board members present at any regular Board meeting, provided the members receive not less than ten days prior written notice of the proposed amendment along with the time and place

of the meeting. No amendment shall, however, serve to reduce, minimize, or repeal provisions of the enabling statutory law.

5. Officers: The Board shall elect a Chair, Vice-Chair, Secretary/Treasurer, Alternate Secretary/Treasurer, and any other officers the Board deems necessary for the conduct of its affairs at the first Board meeting of the calendar year.
 - a. Term of Office. The Board can approve by a two-thirds (2/3) vote to elect new officers or keep the previous year's officers the same.
 - b. Vacancies. If for any reason the Chair's office is vacated, the Vice-Chair shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of Vice-Chair, the Board shall elect a replacement to serve for the remainder of the unexpired term. If a vacancy occurs in the Secretary/Treasurer position, the Alternate Secretary/Treasurer shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of the Alternate Secretary/Treasurer position, the Board shall elect a replacement to serve for the remainder of the unexpired term.
6. Duties.
 - a. Chair. The Chair shall preside at all Board meetings, shall sign all contracts approved by the Board, shall appoint all standing committees and ad hoc task forces, and perform such other duties that pertain to the office. The Chair shall have the authority to delegate any identified duty to any other person.
 - b. Vice-Chair. The Vice-Chair shall assume the Chair's responsibilities in the Chair's absence and perform such other duties as may be assigned by the Chair.
 - c. Secretary/Treasurer. The Secretary/Treasurer shall review and sign approved minutes of Board meetings and financial reconciliation documents, and perform such other duties as may be assigned by the Chair. The Alternate Secretary/Treasurer shall assume the Secretary/Treasurer's responsibilities in the absence of the Secretary/Treasurer.
 - d. Watershed Coordinator. The Watershed Coordinator shall compile meeting minutes, agendas, maintain record files, read correspondence, send meeting notices and pertinent information to the membership, and perform other duties as deemed necessary by the Board.
 - e. All Board Members. All Board members are responsible to:
 - 1) Regularly attend meetings of the Board and other assigned meetings;

- 2) Serve on sub-committees and task forces as requested by the Chair; and
- 3) Prepare for active participation in discussion and decision making by consulting with local constituencies and reviewing meeting materials

7. Meetings

- a. Time and Place: Regular meetings shall be held every other month on the third Thursday beginning with February. As needed, meetings may be called during the third Thursday of months that do not have regularly scheduled meetings. Special meetings may also be called by the Chair or a majority of the Board members. Written notice shall be sent to members advising them of the agenda, time, and location at least five business days prior to the meeting. All meetings are open to the public.
- b. Quorum: A quorum shall consist of a simple majority of the voting membership. Four (4) of the six (6) members shall represent a quorum.
- c. Conduct of Meeting: All meetings shall be conducted in accord with Robert's Rules of Order, unless waived by the board.
- d. Voting: Voting on any matter shall be by voice vote, except that any member of the Board can call for a roll call vote to be recorded on any issue. A motion is approved with a majority vote of the members present in a meeting. There shall be no voting by proxy and each member shall be entitled to one vote. The Chair shall be a voting member of the Board.

8. Finances

The Board shall prepare an annual budget. This budget is submitted on request to member boards. The Board shall have financial statements audited each year.

9. Contracts

The Board shall have the power to enter into a contract for services with any individual/entity necessary to carrying out the purposes of the Whitewater Joint Powers Board. The Board is authorized to develop a set of standards and procedures, which shall be followed by the contractor in fulfilling the objectives.

E. Termination

The participating county boards and districts may terminate and withdraw from the Agreement only on notice of an intention to terminate delivered to the other participating county boards and districts not less than 30 days before the

effective date of the termination and withdrawal. A county board and a district board from the same county can terminate and withdraw from this Agreement independent of the other. If funding for the projects to be carried out by the Whitewater Watershed Project on behalf of the Joint Powers Board terminates prematurely, the Whitewater Watershed Project shall be null and void 60 days after the effective date of such action. However, the Whitewater Joint Powers Board and this Agreement shall remain in existence until there is an affirmative vote to terminate existence by two-thirds (2/3) of the then-member Counties and Districts.

F. Disposal of Surplus Funds or Property Upon Termination

Upon termination of the Agreement, unexpended funds and surplus property shall be disposed of in a ratio consistent with each member's contributions.

G. Effective Date

The effective date of the 2019 Amendment to this Agreement shall be the earliest date when the county boards and districts of two or more member counties and districts adopt resolutions determining to adopt the Joint Powers Agreement.

H. Amendment

This Agreement may be amended by two-thirds (2/3) vote of the Boards of the member Counties and the Districts. Such amendments shall be effective on the earliest date when at least two or more member Counties or Districts approve resolutions adopting the amended Joint Powers Agreement.

I. General Provisions:

- a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Indemnification:** Each respective party to this Agreement shall be liable for the acts of its respective officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other respective parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of each party that this Agreement does not create any liability

or exposure of one party for the acts or omissions of the other party pursuant to Minn. Stat. Section 471.59, Subd. 1a. (a).

- c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **Data Practices and Records Retention:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
- e. **Timeliness:** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

Adopted August 12, 1987

Amended June 6, 1989

Amended May 9, 1995

Amended _____, 2019

IN WITNESS WHEREOF, the participating county boards and districts, by resolution, have caused this Agreement to be executed by their respective officers. This Agreement may be executed by the member counties and districts in counterparts.

Olmsted Soil and Water
Conservation District
Steve Connelly, Chair

Olmsted County Board of Commissioners
James Bier, Chair

Date

Date

Attest: _____
Olmsted County Administrator,
Heidi Welsch

Wabasha Soil and Water Conservation
District
Terry Helbig, Chair

Date

Wabasha County Board of Commissioners
Don Springer, Chair

Date

Attest: _____
Wabasha County Interim Administrator,
Carolyn Holmsten

Winona County Soil and Water
Conservation District
Leo Speltz, Chair

Date

Winona County Board of Commissioners
Marie H. Kovesci, Chair

Date

Attest:_____
Winona County Administrator,
Kenneth J. Fritz

**Attachment A
to the
Whitewater Joint Powers Board Agreement**

The following are operating procedures adopted by the Whitewater Joint Powers Board are not specifically addressed within the Whitewater Joint Powers Board Agreement.

Financial Procedures:

Payment requests will be signed at Board meetings; approved February 18, 1999.

Two signatures are required on checks. Signatories are designated Board members and the Coordinator is an alternate; approved July 19, 2007. Two signatures are required for general banking and three signatures for borrowing money; approved August 11, 2011.

Payments for shared coordinator position will be processed through Winona County payroll; approved March 28, 2011.

With agreement between the Whitewater Joint Powers Board and Winona County for shared services of the Water Planner position, the Board does not have employees. The Board will carry minimum Workers Compensation Coverage; approved April 12, 2012.

Meeting Management:

For future reference, Board meetings are recorded; approved November 20, 1997.

Whitewater Joint Powers Board members sign a conflict of interest statement when appointed to the Board; approved by consensus September 8, 2011.

In the absence of the Board Chair, the Vice Chair is able to sign checks and other necessary paperwork; approved February 15, 2018.

Business Location:

The Whitewater JPB office is located at Winona Soil and Water Conservation District office and payment made through rental agreement; approved December 17, 1998.

End of Attachment A to Whitewater Joint Powers Board Agreement

Whitewater Joint Powers Board Chair

Date

Amended: _____, 2019

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

April 2, 2019

Agenda Item:

Capital Call payment to South Country Health Alliance (SCHA).

Requested Action:

To determine the source to be used to pay SCHA and date of payment.

Fiscal Impact:

One time contribution of \$499,474.

Background/Recommendation:

The board agreed at the March 26, 2019 special meeting to make the capital call payment requested by SCHA in January, 2019. This will allow SCHA to meet a 200% level for risk-based capital (RBC.) Discussion was held to utilize fund balance currently held by Human Services. The payment must be made prior to May 31. Finance is looking for a directive as to what funds to utilize and when the board would like the payment made.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2019-064

**Approving Source and Date of Payment
for Additional Capital to South Country Health Alliance**

Whereas, the South Country Health Alliance Joint Powers Board 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; and

Whereas, the final figure was determined to be \$499,474 from Wabasha County; and

Whereas, the contribution is to be made no later than Friday, May 31, 2019; and

Whereas, the Wabasha County Board approved to make this payment at their March 26 Special Board meeting.

Now, Therefore be it Resolved, by the Wabasha County Board of Commissioners that,

- (a) The source of the \$499,474 payment shall come from the Human Services Fund balance
- (b) The contribution shall be made by _____.

Adopted this 2nd day of April, 2019, by the Wabasha County Board of Commissioners.

By: _____
Donald S. Springer
Board Chair

Attest:

By: _____
Carolyn Holmsten
Interim County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date: 04/02/19

Agenda Item: Approval of MN Lawful Gambling Application to conduct excluded bingo for St. Patrick Catholic Church-West Albany Twp.

Requested Action: Adopt resolution to approve application to conduct excluded bingo

Fiscal Impact: none

Background/Recommendation: Recommend approval.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2019-065

Whereas, the following applicant wishes to have their MN Lawful Gambling Exempt Application to Conduct Excluded Bingo approved:

Fr John Wilmot

St Patrick Catholic Church

Whereas, Exempt Application is for bingo at St Patrick Catholic Church Community Hall 30934 Highway 60 Millville Mn 55957, West Albany Twp.

Whereas, the application have been approved by West Albany Twp Board. The permit runs for 1 day May 5, 2019.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby approves, the MN Lawful Gambling Application for St Patrick Catholic Church at St Patrick Church Community Hall.

Adopted this 2nd day of April, 2019 by the Wabasha County Board of Commissioners.

By: _____
Donald Springer
Board Chair

Attest:

By: _____
Carolyn Holmsten
Interim County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

April 2, 2019

Agenda Item:

FW Properties CUP/IUP request

Requested Action:

To grant a Conditional Use Permit with 3 conditions as recommended by the Planning Commission.

Fiscal Impact:

none

Background/Recommendation:

On February 19, 2019 a Conditional/Interim Use Permit application was submitted by FW Properties, LLC for the expansion of an existing fruit products business. The subject property is described as parcel 02.00229.00 located in Section 26, Township 108 North, Range 12 West, Town of Elgin (28085 County Road 25, Elgin, MN). The Planning Commission conducted a public hearing on March 25th 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 3-0 recommends that a CUP for the proposed use be approved with three conditions as follows:

1. A Conditional Use Permit is granted only for the expansion of a fruit products storage and processing facility as presented in the application.
2. The business shall adhere to all requirements of the Wabasha County Zoning Ordinance and the conditions of this Conditional Use Permit to remain valid.
3. The CUP does not allow for any additional use of the property beyond what was presented in the application.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2019-066

Whereas, FW Properties, LLC submitted an application for a Conditional/Interim Use Permit to allow for the expansion of an existing business on parcel 02.00229.00 located in Section 26, Township 108 North, Range 12 West, Town of Elgin (28085 County Road 25, Elgin); and

Whereas, The Wabasha County Planning Commission conducted a public hearing on March 25, 2019 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 3-0) that the Wabasha County Board of Commissioners approve the request for a CUP with three conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves a Conditional Use Permit for FW Properties, LLC with three conditions as follows:

1. A Conditional Use Permit is granted only for the expansion of a fruit products storage and processing facility as presented in the application.
2. The business shall adhere to all requirements of the Wabasha County Zoning Ordinance and the conditions of this Conditional Use Permit to remain valid.
3. The CUP does not allow for any additional use of the property beyond what was presented in the application.

Adopted this 2nd day of April, 2019 by the Wabasha County Board of Commissioners.

By: _____
Donald Springer
Board Chair

Attest:

By: _____
Carolyn Holmsten
Interim County Administrator