

Wabasha County
Board of Commissioners
Meeting Agenda
December 3, 2024
4:00 p.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** (Key, Powers, Springer, Walkes, Wobbe)

4.0 **Approve Agenda**

5.0 **Staff Updates**

6.0 **Administrator Update**

7.0 **Citizen Involvement** MS13D.01. subd 6

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

8.0 **Public Forum**

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

9.0 **Consent Agenda**

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

- A. Minutes: November 19, 2024
- B. Claims
- C. Per Diems
- D. Meal Vouchers
- E. **Donation:** Approve and Accept Donation on behalf of the Veteran Services Office from the Millville Sportsman's Club in the amount of \$1,000.00
- F. **Highway:** Approve County Highway 2 LRIP Grant Agreement (2024-205)
- G. **Highway:** Approve Releasing Right of Way on County Highway 2 (2024-206)
- H. **Highway:** Approve Acquisition of Right of Way for County Hwy 1 and Hwy 63 Project (2024-207)
- I. **IT:** Approve Purchase of 2 iPads for New Commissioner Terms (2024-208)
- J. **Administration:** Approve Final Payment to Hiawatha Broadband Communications (2024-209)

10.0 **Action/Discussion Items**

- A. **Finance:** Approve Audit Services 2024-2026 with Baker Tilly (2024-210)
- B. **Administration:** Approve Appointment of Driver's License Agent (2024-211)
- C. **Planning/Zoning:** Consideration of Stanger/Ties CUP Request (2024-212)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess to Truth in Taxation Meeting December 3, 2024, Wabasha County Commissioner's Boardroom 6 p.m.**

MINUTES - REGULAR MEETING – TUESDAY, NOVEMBER 19, 2024

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, November 19, 2024 at 9:00 a.m.

11/19/24

The meeting was called to order by Board Chairperson Walkes.

CALL TO ORDER

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

ROLL CALL

SPRINGER-KEY

APPROVE
AGENDA

Motion to approve the agenda

STAFF UPDATES

Adopted Unanimously

ADMINISTRATOR
UPDATES

Staff Updates:

Administrator Updates:

Public Forum: Marci Bamlet – County Attorney Salary

KEY-POWERS

APPROVE
CONSENT
AGENDA

Motion to approve the consent agenda including the following:

Minutes: November 5, 2024

Claims

Meal Vouchers

Per Diems

Resolution No.: 2024-188

End of Year Bill Payment Authorization

Whereas, the County typically receives invoices and bills after the Board's second meeting of December for expenses incurred during the same calendar year. This authorization would allow for the Finance Director and the Administrator to approve payment for those expenses and would alleviate the need for a potential additional Board meeting prior to the end of the year.

RES 2024-188:
APPROVED
AUTHORITY TO
FINANCE
DIRECTOR AND
ADMINISTRATOR
FOR END OF
YEAR PAYMENTS

Now Therefore Be It Resolved that the Wabasha County Board of Commissioners authorizes the County Administrator and Finance Director to approve payments or invoices that may arise after the Board's second meeting in December and prior to the end of 2024.

Resolution No.: 2024-189

Whereas, the following applicant wish to have their Club On Sale Retail Liquor License approved:

Theilman Sportsman Club

West Albany Township

Whereas, the application has been approved by the County Attorney and County Sheriff. Wabasha County Auditor/Treasurer has received certificate of insurance and the appropriate license fee.

RES 2024- 189:
APPROVED
RENEWAL OF
LIQUOR LICENSE
TO THE
THEILMAN
SPORTSMAN
CLUB

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Club On Sale Retail Liquor License, subject to the approval of the State of Minnesota Liquor Control Commissioner.

Resolution No.: 2024-190

Whereas, Sir Lines-A-Lot LLC had the lowest bid for Project 079-252-000 – Furnish and Apply Traffic Paint to Roads in Wabasha County.

RES 2024-190:
APPROVED AND
ACCEPTED BID
TO FURNISH AND
APPLY PAINT
FROM SIR LINES-
A-LOT, LLC.

Now Therefore be it Resolved that the Wabasha County Board of Commissioners hereby accepts the bid of Sir Lines-A-Lot LLC for Project 079-252-000 – Furnish and Apply Traffic Paint to Roads in Wabasha County - in the amount of \$67,787.00 and that the County Engineer is hereby authorized to execute a Contract with Sir Lines-A-Lot LLC for this work.

Resolution No.: 2024-191

Whereas, Northern Salt Inc is the lowest responsible bidder for 079-253-000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Northern Salt Inc for Project 079-253-000 in the amount of \$64,092.10 and that the County Engineer is hereby authorized to execute a Contract with Northern Salt Inc for this work.

Resolution No.: 2024-192

Whereas, Bruening Rock Products Inc. is the lowest responsible bidder for 079-251-000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Bruening Rock Products Inc. for 079-251-000 – Aggregate Surfacing - in the amount of \$224,636.80 and that the County Engineer is hereby authorized to execute a Contract with Bruening Rock Products Inc. for this work.

Resolution No.: 2024-193

Whereas, Scott Construction, Inc. is the lowest responsible bidder for 079-254-000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Scott Construction, Inc. for 079-254-000 in the amount of \$895,349.63 and that the County Engineer is hereby authorized to execute a Contract with Scott Construction, Inc. for this work.

Resolution No.: 2024-194

Whereas, Ti-Zack Concrete LLC is the lowest responsible bidder for 079-255-000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Ti-Zack Concrete LLC for 079-255-000 in the amount of \$411,262.05 and that the Wabasha County Engineer is hereby authorized to execute a Contract with Ti-Zack Concrete LLC for this work.

Resolution No.: 2024-195

Whereas, Fahrner Asphalt Sealers LLC. is the lowest responsible bidder for 079-256-000.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Fahrner Asphalt Sealers LLC for 079-256-000 in the amount of \$118,029.55 and that the Wabasha County Engineer is hereby authorized to execute a Contract with Fahrner Asphalt Sealers LLC for this work.

Resolution No.: 2024-196

Whereas, Rochester Sand and Gravel – Division of Mathy Construction Company is the lowest responsible bidder for SAP 079-602-044.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of and hereby awards a contract to Rochester Sand and Gravel – Division of Mathy Construction Company for SAP 079-602-044 in the amount of \$2,730,041.12 and that the County Engineer is hereby authorized to execute a Contract with Rochester Sand and Gravel – Division of Mathy Construction Company for this work.

Resolution No.: 2024-197

RES 2024-191:
APPROVED AND
ACCEPTED BID
TO FURNISH AND
APPLY
CHLORIDE
SOLUTION FROM
NORTHERN
SALT, INC.

RES 2024-192:
APPROVED AND
ACCEPTED BID
FROM BRUENING
ROCK
PRODUCTS, INC.
FOR CRUSHED
ROCK ON
VARIOUS
COUNTY
HIGHWAYS

RES 2024-193:
APPROVED AND
ACCEPTED BID
FROM SCOTT
CONSTRUCTION,
INC. FOR SEAL
COAT ON
VARIOUS
COUNTY
HIGHWAYS

RES 2024-194:
APPROVED AND
ACCEPTED BID
FROM TI-ZACK
CONCRETE, LLC.
FOR CONCRETE
REPAIRS AND
JOINT RE-
SEALING ON
COUNTY
HIGHWAYS 2
AND 25

RES 2024-195:
APPROVED AND
ACCEPTED BID
FROM FAHRNER
ASPHALT
SEALERS, LLC.
FOR BRIDGE
DECK FLOOD
SEAL

RES 2024-196:
APPROVED AND
ACCEPTED BID
FROM
ROCHESTER
SAND AND
GRAVEL FOR

Whereas, Rochester Sand and Gravel – Division of Mathy Construction Company is the lowest responsible bidder for CP 079-022-003.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of and hereby awards a contract to Rochester Sand and Gravel – Division of Mathy Construction Company for CP 079-022-003 in the amount of \$804,851.34 and that the County Engineer is hereby authorized to execute a Contract with Rochester Sand and Gravel – Division of Mathy Construction Company for this work.

Resolution No.: 2024-198

Whereas, Fitzgerald Excavating & Trucking Inc. is the lowest responsible bidder for 079-605-015/079-636-001 and 079-605-017.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of and hereby awards a contract to Fitzgerald Excavating & Trucking Inc. in the amount of \$3,884,025.50 for 079-605-015/079-636-001 and 079-605-017 and that the County Engineer is hereby authorized to execute a Contract with Fitzgerald Excavating & Trucking Inc. for this work.

Adopted Unanimously

SPRINGER-KEY

Resolution No.: 2024-199

Whereas, Jason Ferguson owner of parcel 18.00005.00 a homestead residential property located at 108 Chester Ave, Bellechester MN 55027, has provided a written request to the Wabasha County Board of Commissioners regarding local option abatement for the property qualifying for the disaster credit as defined in MS273.1233.

Whereas, the Wabasha County Assessor has determined that fifty percent or more of the structure was destroyed by storms July 31, 2024, reducing the value of \$173,200 to \$69,900.

Whereas, the Wabasha County Auditor/Treasurer’s Office determined the 2024 taxable refund is in the amount of \$1,490

Now therefore be it resolved that Wabasha County Board of Commissioners hereby approves a reduction in the 2025 property tax value and a tax refund for 2024 in the amount of \$1,490 is granted on parcel 18.00005.00.

Adopted Unanimously

SPRINGER-POWERS

Resolution No.: 2024-200

Whereas, the legislature of the State of Minnesota requires that Minnesota’s counties develop and adopt an AIS management plan in accordance with Minn. Stat. §§ 477A.19, subd. 3; and

Whereas, Minnesota counties recognize the need to plan for efficient management and prevention of Aquatic Invasive Species; and

Whereas, Wabasha County recognizes the need to protect its water resources from the threat of AIS.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners hereby approves and adopts the Wabasha County 2025 AIS Management Plan.

Adopted Unanimously

Discussion: Lifestyle Spending Account

SPRINGER-POWERS

Resolution No.: 2024-201

BITUMINOUS
PAVING ON
COUNTY
HIGHWAY 2

RES 2024-197:
APPROVED AND
ACCEPTED BID
FROM
ROCHESTER
SAND AND
GRAVEL FOR
BITUMINOUS
PAVING ON
COUNTY
HIGHWAY 22

RES 2024-198:
APPROVED AND
ACCEPTED BID
FROM
FITZGERALD
EXCAVATING &
TRUCKING INC
FOR COUNTY
HWY 5 AND
COUNTY HWY 36
RECONSTRUCTION

RES 2024-199
APPROVED
FERGUSON
ABATEMENT OF
PROPERTY
TAXES

RES 2024-200:
APPROVED 2025
AIS
MANAGEMENT
PLAN

RES 2024-201:
APPROVED

Wabasha Extension Budget and MOU 2025-2027

EXTENSION MOA
2025-2027

Whereas, The University of Minnesota is proposing a three (3) year contract (“Contract”) to provide Extension programs locally. The services would include providing an Extension Educator and a summer intern for each of the years.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Contract for a 1.0 FTE and a summer intern is accepted by reference and the Administrator is authorized to sign the agreement for services.

Passed 4:1 Nay: Key

SPRINGER-WALKES

Resolution No.: 2024-202

Setting the 2025 Salary of the Wabasha County Attorney

Whereas, the Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney and Sheriff (hereinafter referred to as the Elected Officials); and

Whereas, the applicable statutes require the Board to consider the responsibilities and duties of each office, and the actual experience, qualifications, and performance of the elected officer in question.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, taking the referenced factors into consideration, that the 2025 salary for the Elected County Attorney shall be established as follows:

County Attorney \$110,000

Passed 3:2 Nay: Key, Powers

SPRINGER-WALKES

Resolution No.: 2024-203

Setting the 2025 Salary of the Wabasha County Sheriff

Whereas, the Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney and Sheriff (hereinafter referred to as the Elected Officials); and

Whereas, the applicable statutes require the Board to consider the responsibilities and duties of each office, and the actual experience, qualifications, and performance of the elected officer in question.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, taking the referenced factors into consideration, that the 2025 salary for the Elected County Sheriff shall be established as follows:

County Sheriff \$134,185

Adopted Unanimously

SPRINGER-WALKES

Resolution No.: 2024-204

Setting the 2025 Commissioner Salary and Per Diems

Whereas, Minnesota Statutes 375.055 provides for the establishment of compensation for services rendered by County Commissioners in Minnesota; and

Whereas, Minnesota Statutes 375.055 provides that a change in County Commissioner’s salary or per diems shall not be effective until January 1 of the next year; and

RES 2024-202:
APPROVED
COUNTY
ATTORNEY
SALARY FOR
2025

RES 2024-203:
APPROVED
COUNTY
SHERIFF SALARY
FOR 2025

RES 2024-204:
APPROVED
SETTING OF
COMMISSIONER’S
SALARY FOR
2025

Whereas, Minnesota Statutes 375.055 provides that a change in County Commissioner's salary or per diems shall not change except in accordance with Minnesota Statutes 375.055; and

Now, Therefore, Be It Resolved that for the year of 2025 the salary and per diems for the Wabasha County Board of Commissioners be established at:

\$24,700	Annual Salary (plus \$500 for the Board Chair)
\$50 under 4 hours	Per Diem Payments
\$100 over 4 hours	

Be, It Further Resolved that as part of their compensation commissioners shall be provided one (1) iPad, per four (4) year term, so as to alleviate the need of paper packers and to help facilitate timely communication.

Adopted Unanimously

Commissioners reported on meetings they attended

Board Concerns

KEY-SPRINGER

Motion to Recess to Budget Work Session

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

COMMISSIONER
REPORTS

BOARD
CONCERNS

RECESS

**WABASHA COUNTY
BOARD MEETING
3-Dec-24**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
11/8/24-11/14-24		62726-62744	\$ 228,505.93
11/15/2024	19091-19117	62745-62775	\$ 173,515.01
11/15/24-11/21/24		62776-62782	\$ 313,903.31
11/22/2024	19118-19154	62783-62829	\$ 133,566.98

TOTAL AUDITOR'S WARRANTS \$ 849,491.23

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
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TOTAL MEAL VOUCHERS \$ -

TAXABLE UNIFORM ALLOWANCE

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

**WABASHA COUNTY
BOARD MEETING
3-Dec-24**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Key, Cheryl	11/19/2024	Human Services Board Meeting	\$ 50.00
			\$ 50.00
Powers, Rick	11/19/2024	Human Services Board Meeting	\$ 50.00
			\$ 50.00
Springer, Don	11/19/2024	Human Services Board Meeting	\$ 50.00
			\$ 50.00
Walkes, Robert	11/19/2024	Human Services Board Meeting	\$ 50.00
			\$ 50.00
Wobbe, Mike	11/19/2024	Human Services Board Meeting	\$ 50.00
			\$ 50.00
TOTAL PER DIEMS REQUESTED			\$ 250.00

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

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

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

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

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date:

Dec. 3, 2024

Agenda Item:

Accept donation for new van.

Requested Action:

Approve and accept donations to Veteran Services Office.

Fiscal Impact:

Donation in the amount of \$1,000.00

Background/Recommendation:

The above-mentioned donation was received from: the Millville Sportsman Club

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

December 3, 2024

Agenda Item:

County Hwy 2 LRIP Grant Agreement

Requested Action:

Consider adoption of Resolution No. 2024-205 agreeing to the terms and conditions of the grant agreement from the Minnesota State Transportation Fund, for participation in costs of construction of County Highway 2

Fiscal Impact:

Without this agreement, the County cannot receive the State Transportation Grant in the amount of \$1,500,000. The funds under this agreement have been approved and are available for only this project.

Background/Recommendation:

The funding provided by this Grant will be used in the paving of County Highway 2. The County is fortunate in being approved for this funding which reduces other local funding resources, making this project more feasible for the County.

The Wabasha County Engineer recommends adoption of Resolution 2024-205.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-205

Whereas, Wabasha County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement for the Project S.A.P. 079-602-044, and

Whereas, the Commissioner of Transportation has given notice that funding for this Project is available, and

Whereas, the amount of the grant has been determined to be \$1,500,000 by reason of the lowest responsible bid.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Wabasha County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes; 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for this Project but not required.

Be it Further Resolved by the Wabasha County Board of Commissioners that that the Wabasha County Engineer is hereby authorized to execute the attached Local Road Improvement Program Grant Agreement MnDOT No. 1058021 including Exhibit C Property Certification, and any amendments of such on behalf of Wabasha County.

Adopted this 3rd day of December 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

County of Wabasha
821 Hiawatha Drive West
Wabasha, MN 55981

Contact: Dietrich Flesch, Wabasha County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 079-602-044	\$1,500,000.00	\$1,230,041.12	12/31/2029

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,500,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A Completed Sources and Uses of Funds Schedule
Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C Bond Financed Property Certification
Exhibit D Grant Application
Exhibit E Grantee Resolution Approving Grant Agreement
Exhibit F General Terms and Conditions

5. Additional requirements, if any: NONE

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Wabasha County Engineer

Date: 12/3/2024

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Title: _____

Date: _____

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
2023 LRIP Grant (Acct 385)	\$1,500,000.00	Grant Funds:	
		Bituminous paving, aggregate shoulder, striping, and rumble strips	\$1,500,000.00
			\$
Other:			\$
	\$		\$
	\$		\$
Subtotal	\$1,500,000.00	Subtotal	\$1,500,000.00
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds		Bituminous paving, aggregate shoulder, striping, and rumble strips	\$1,230,041.12
Local Match	\$1,230,041.12		\$
			\$
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$1,230,041.12	Subtotal	\$1,230,041.12
TOTAL FUNDS	\$2,730,041.12	TOTAL PROJECT COSTS	\$2,730,041.12

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date 12/3/2024
Construction Start Date 5/1/2025
Construction Substantial Complete Date 8/1/2025
Contract Final Completion Date 12/31/2029

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MATHY CONSTRUCTION COMPANY DBA MATHY CONSTRUCTION COMPANY & DIVISIONS** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **6/6/2023**

Certificate expiration date: **6/5/2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MATHY CONSTRUCTION COMPANY & DIVISIONS** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 6, 2022**

Certificate expiration date: **July 5, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Wabasha, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

County of Wabasha, a political subdivision of the
State of Minnesota

By: _____
Name: Dietrich Flesch
Title: Wabasha County Engineer

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

That part of right of way of Wabasha County State Aid Highway 2 from approximately the intersection with Wabasha County State Aid Highway 17 to approximately 1085 feet south of the intersection with US Highway 63 as described on Wabasha County Highway Right of Way Plat No. 55. Parcels 1 through 20.

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Local Road Improvement Program: 2023 Solicitation Application
Submission Time:	November 15, 2023 8:22 am
Browser:	Chrome 116.0.0.0 / Windows
IP Address:	156.99.25.148
Unique ID:	1164120671
Location:	44.2722, -92.1143

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name	Dietrich Flesch
Phone	(651) 565-3366 ext. 2
Email	dflesch@co.wabasha.mn.us
Agency type	County
Agency name	Wabasha County
Address	821 Hiawatha Dr W Wabasha, MN 55981
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor.	No, I am not a non-state city or township

B: Project Location

MnDOT District	District 6
County	Wabasha
Name/Designation of Road	CSAH 2
Type of Road	County State Aid Highway (CSAH)
Functional Classification of Road	Major Collector
Average Daily Traffic (ADT) Count	610
Year of ADT Data Collection	2018
Road Authority Type (agency who owns and has jurisdiction of the road)	County
Road Authority Name	Wabasha County
Project Termini - From	CSAH 17
Project Termini - To	1085 feet south of US-TH 63

Beginning Point - Latitude	44.324251
Beginning Point - Longitude	-92.0330518
General Environment (the general environment that represents the majority of the project)	Rural

C: Project Description

Type of Project	Reconstruction
Select the LRIP Account requested for funding	Rural Road Safety

Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.	<p>This project is the reconstruction of CSAH 2 including realigning of the road having inadequate horizontal and vertical alignment, replacement of culverts, constructing a clear zone adjacent to the road, constructing shoulders adjacent to the traffic lanes, providing for a 10 ton design, and realigning CSAH 2 at skewed intersection with CSAH 33 (a east-west major collector).</p> <p>CSAH 2 currently has deteriorating pavement and culverts, very minimal shoulders, and steep slopes adjacent to traffic lanes, and with inadequate vertical and horizontal alignment. Seasonal weight restrictions limit the use by trucks.</p> <p>The County Road Safety Plan ranks this segment road as the 5th highest rural segment with improvements already made to, or planned for all segments listed as a higher priority. The Safety Plan includes this segment in "High Priority Roadways" and "High Priority Curves".</p> <p>This road is a Major Collector and serves commercial and farm-to-market vehicles using this north-south road. CSAH 2 also connects communities of Lake City, Millville, and Elgin; and greater region with connections to THs 63, 42, and 247.</p> <p>The expected useful life of the improvements is greater than 60 years.</p>
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Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.	<p>This project will eliminate the following deficiencies on CSAH 2: deteriorating pavement and culverts, very minimal shoulders, steep slopes adjacent to traffic lanes, inadequate vertical and horizontal alignment, seasonal weight restrictions limit the use by trucks, and a skewed intersection with another major collector. The road's structure, alignment, width, and clear zone will be greatly improved through this project.</p>
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Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years
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D: LRIP Account Considerations and Eligibility

D3: Rural Road Safety Account Considerations and Eligibility (ONLY County State Aid Highways are eligible)

Is this project on a County State Aid Highway? Yes

Is this project or components of this project identified in a County Road Safety Plan? Yes

If yes, provide a brief description of the elements of the project that are included in the CRSP. This project would construct the following elements: shoulders of standard width, paving a portion of the shoulder, rumble strips, and enhanced edgeline (6" width), and provide for a standard clear zone along the length of the project, which would increase the safety for errant vehicles. Elimination of a skewed intersection will also be in this project, which is a strategy for intersection safety in CRSP.

Identify the appropriate focus area that your project/safety strategy aligns with in the Minnesota Strategic Highway Safety Plan. Lane Departure

Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan. This project is proposed to "keep vehicles from encroaching on the roadside" (County Safety Plan) to address lane departure crashes. This project would construct shoulders and a standard clear zone (both of which are currently minimal to non-existent) along the length of the project, which would increase the safety for errant vehicles. This project is within the County Road Safety Plan. The strategies are planned to be used to address lane departure crashes. The existing pavement distortion and deficiencies of rutting, roughness, and varying cross slope also negatively impact safety along this route and would be addressed through the proposed project. Lengthening culverts to beyond the clear zone and elimination of a skewed intersection would also improve safety on this road. The safety benefits of the project components cited in the County Road Safety Plan are recognized as being effective in reducing fatal and life changing crashes as part of TZD objectives.

Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The County Road Safety Plan lists "road departure crashes" as a safety emphasis area. Strategies to address this emphasis area listed in the County Road Safety Plan by keeping vehicles on the road include rumble strips, enhanced pavement markings, safety wedge and shoulder paving. These strategies are being utilized on this project and are expected to reduce crashes and the fatalities, injuries, and damage caused by those crashes, and improve the safety on this road. Improvements of constructing a shoulder and clear zone will improve safety along this road by providing for increased roadway width and a clear zone area that would allow for errant vehicles to recover.

E: Project Readiness and Ability to Maintain

Estimated Construction Year 2024

Are there railroad impacts (RR crossing or RR tracks within 600' of the project)? No RR xings or tracks within 600'

What is the status of the engineering and design work on the project? Design completed (plan complete)

Has this project been selected for federal funding? No

Is Right of Way acquisition required? ROW acquisition underway

RR impacts - Copy - Copy 15 of 17 parcels have been acquired at the time of LRIP application, and remaining 2 acquisitions are expected shortly

Describe the local agency's or Tribal agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion. Wabasha County has the resources available and is committed to continue to provide for the safe operation and maintenance of this County State Aid Highway.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility). Shoulders (with a portion of it paved under this project) will provide for safer use of this roadway by bicyclists and pedestrians, though bicycle and pedestrian use is expected to be relatively infrequent. Currently, this segment's narrow and aggregate shoulders pose a higher risk to non-motorized users than may be desirable, which may be limiting non-motorized use.

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request 1500000

County State Aid Funds 5649100

Local County Funds 36900

Total Project Cost 7186000

Are funds from all sources committed? Yes

H. Attachments

At least one project location map with routes and project termini labeled <https://www.formstack.com/admin/download/file/15504482763>

Engineer's Estimate/scoping level cost estimate with an itemized breakdown <https://www.formstack.com/admin/download/file/15504482764>

Project schedule <https://www.formstack.com/admin/download/file/15504482765>

For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount. <https://www.formstack.com/admin/download/file/15504482766>

County Road Safety Plan (CRSP) <https://www.formstack.com/admin/download/file/15504482767>

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief: Determined that no potential organization conflict of interest exists

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

Wabasha County Board of Commissioners

Resolution No.: 2024-

Whereas, Wabasha County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement for the Project S.A.P. 079-602-044, and

Whereas, the Commissioner of Transportation has given notice that funding for this Project is available, and

Whereas, the amount of the grant has been determined to be **\$1,500,000.00** by reason of the lowest responsible bid.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Wabasha County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes; 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for this Project but not required.

Be it Further Resolved by the Wabasha County Board of Commissioners that that the Wabasha County Engineer is hereby authorized to execute the attached Local Road Improvement Program Grant Agreement MnDOT No. 1058021 including Exhibit C Property Certification, and any amendments of such on behalf of Wabasha County.

Adopted this 3rd day of December 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

December 3, 2024

Agenda Item:

Release of Right of Way

Requested Action:

Adoption of Resolution 2024-206 releasing and quit claiming all interests in described lands from existing right of way of County Highway 2 and authorizing execution of a Quit Claim Deed by the County Board Chair and County Administrator.

Fiscal Impact:

None.

Background/Recommendation:

The proposed release/conveyance of interest in the described existing right of way of County Highway 2 is no longer needed for County Highway purposes in the foreseeable future. The release of this right of way was part of the acquisition discussion and purchase agreement with the property owner for the necessary right of way for County Highway 2 new road alignment in this area. former railroad right of way. The current landowner has been notified of the proposed conveyance.

The County Engineer recommends adoption of Resolution No. 2024-206.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-206

Whereas, Wabasha County has designed and planned for the reconstruction of County State Aid Highway 2 including the necessary property required for use for the reconstruction project and foreseeable future; and

Whereas, the following described properties have been determined to not be needed for the aforementioned project or foreseeable future:

That part of the SW¹/₄ of the SW¹/₄ and the NW¹/₄ of the SW¹/₄, Section 36, Township 111 North, Range 13 West, shown as Parcel TB1 of WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 55, on file and of record in the Office of the County Recorder in and for Wabasha County, Minnesota.
Containing 2.41 acres, more or less.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County does hereby quit claim, vacate and release any and all rights or interest it may have in the above described property.

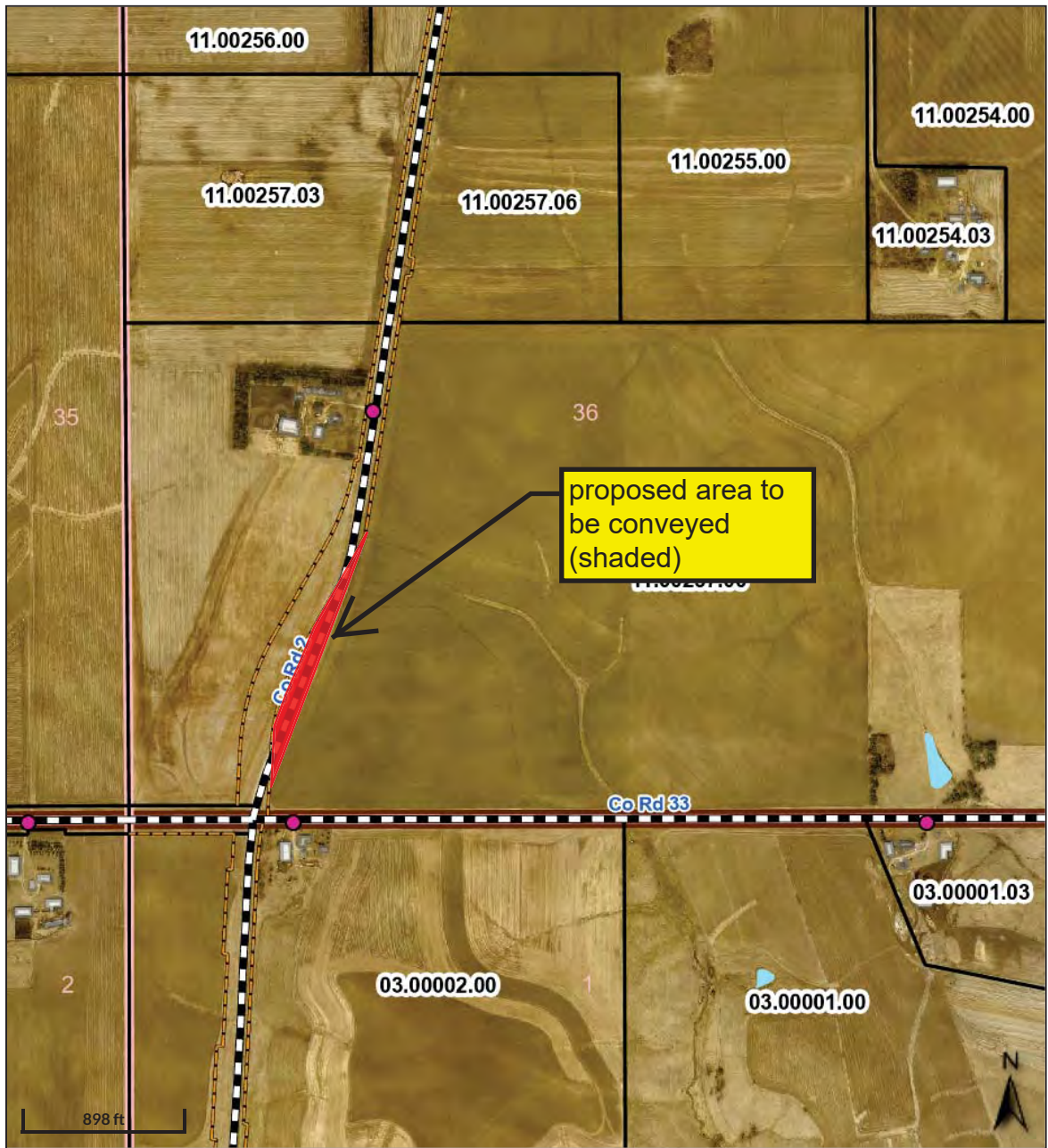
Be it Further Resolved that the Board Chair and County Administrator acting as Clerk of the Board are hereby authorized to execute the attached Quit Claim Deed.

Adopted this 3rd day of December 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk



Overview



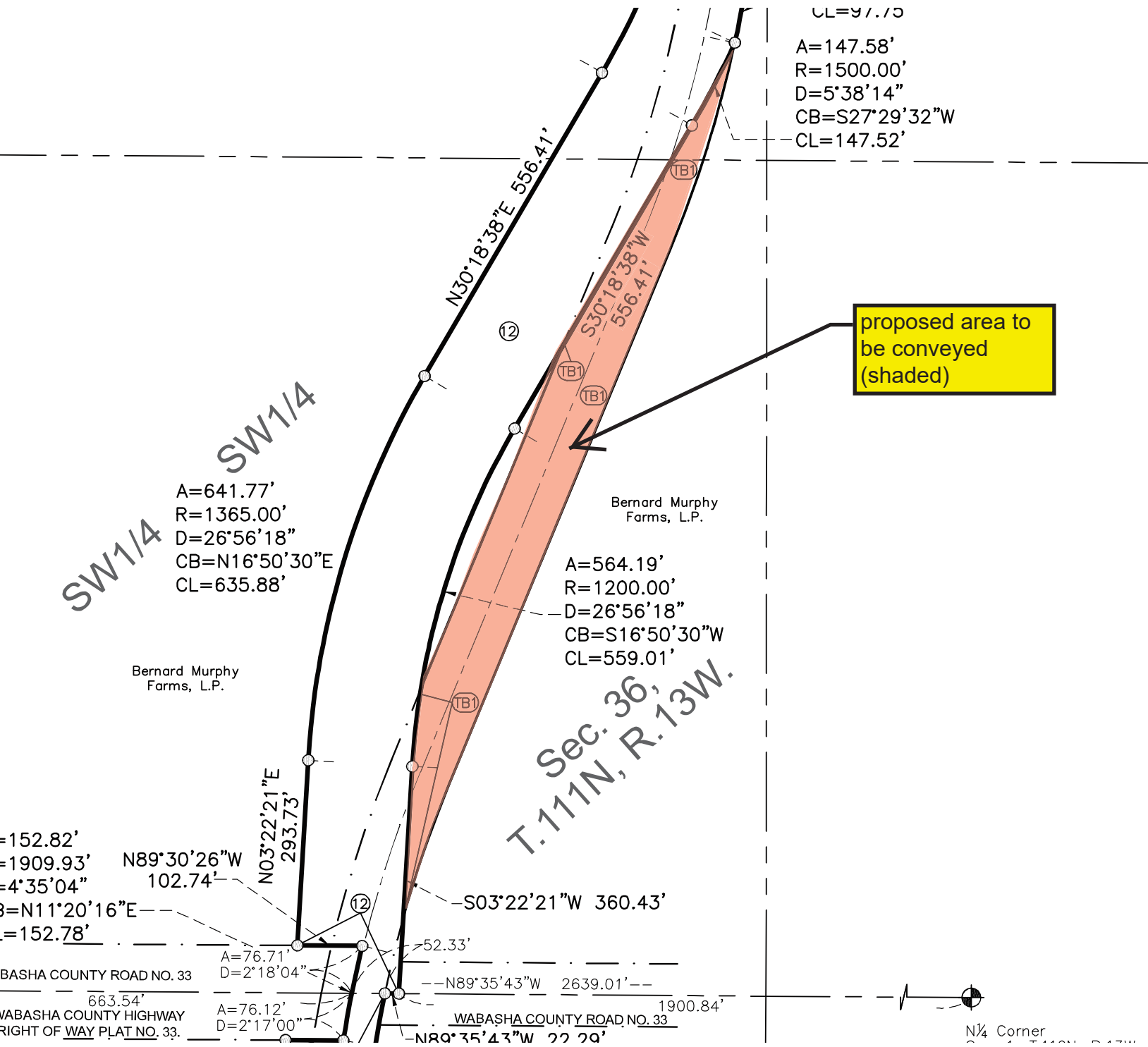
Legend

- Address Points
- Highways/Roads**
- US Highway
- MN Highway
- County-State Aid Highway
- County Road
- Township Road
- Municipal Street
- State Forest Road
- Private Road- Restricted Access
- Right-Of-Way
- Parcels**
- No
- Yes
- Section Lines
- Building Footprints
- Lakes/Rivers
- Cities Boundary
- Townships Boundary

The parcel boundaries are created and drawn by Wabasha County GIS and are continually updated. The parcels are drawn as accurately as possible, but should not be considered a replacement for a professional land survey.

Aerial Photos were collected in Spring 2022 by Eagleview and are 6"/2" resolution.

Date created: 11/14/2024
 Last Data Uploaded: 11/14/2024 2:40:32 AM



proposed area to be conveyed (shaded)

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED
Business Entity to Individual(s)**

**Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)**

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, _____ County of Wabasha
(insert name of Grantor)

a _____ Municipal Corporation _____ under the laws of _____ Minnesota _____ ("Grantor"),
hereby conveys and quitclaims to _____ Ann M. Welter _____
(insert name of each Grantee)

_____ ("Grantee"), as

(Check only one box.) tenants in common, (If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)
 joint tenants,

real property in _____ Wabasha _____ County, Minnesota, legally described as follows:

That part of the SW¼ of the SW¼ and the NW¼ of the SW¼, Section 36, Township 111 North, Range 13 West, shown as Parcel TB1 of WABASHA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 55, on file and of record in the Office of the County Recorder in and for Wabasha County, Minnesota.

Containing 2.41 acres, more or less.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Wabasha

(name of Grantor)

By: _____
(signature)

Its: **Board Chair**
(type of authority)

By: _____
(signature)

Its: **Clerk of the Board**
(type of authority)

State of Minnesota, County of Wabasha

This instrument was acknowledged before me on _____, by _____
(month/day/year) (name of authorized signer)

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of _____
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Wabasha County Highway Department
821 Hiawatha Drive West
Wabasha MN 55981

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Ann M. Welter
5944 188th St. W.
Farmington, MN 55024

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

December 3, 2024

Agenda Item:

Authorize the acquisition of right-of-way for County Hwy 1 and Hwy 63 project 7908-42

Requested Action:

Adopt Resolution 2024-207.

Fiscal Impact:

Costs for acquiring the proposed right of way are dependent upon valuation and determination of just compensation.

Background/Recommendation:

The proposed easement to be acquired is necessary for a proposed project funded by a MnDOT grant for the improvement of sight distance to the intersection of County Hwy 15 and Hwy 63. Construction is not planned until necessary right of way has been acquired, and final plan approval by MnDOT; and likely not until fall 2025. The total amount of additional permanent right of way necessary is 4.21 acres. Attached is the legal description, and a drawing showing the location of proposed additional right of way (shown in red).
The Wabasha County Engineer recommends adoption of Resolution 2024-207.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-207

Whereas, the Wabasha County Highway Department proposes to acquire right of way in addition to the existing right of way of County State Aid Highway 15 for the purpose of improvements under project 7908-42; and

Whereas, improvements under project 7908-42 are necessary in order to improve this segment of County State Aid Highway 15 to provide for public health, welfare, safety and convenience; and

Whereas, the right of way necessary to be acquired for improvements is described in the attached "CSAH 15 Right of Way Descriptions".

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners, the County Highway Engineer is hereby authorized to proceed to acquire right of way as described in the attached "CSAH 15 Right of Way Descriptions" in accordance with applicable laws and statutes including the use of Eminent Domain.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

COUNTY HIGHWAY 15 Right of Way Descriptions

Parcel 1:

That part of the Northeast Quarter, Section 24 Township 111 North, Range 13 West, Wabasha County, Minnesota, described as follows:

Commencing at the Northwest corner of said Northeast Quarter of said Section 24; thence South 00 degrees 24 minutes 07 seconds West, oriented with the Wabasha County Coordinate System, NAD83, 1996 adjustment (HARN), along the west line of said Northeast Quarter of said Section 24, a distance of 533.88 feet; thence South 89 degrees 35 minutes 51 seconds East a distance of 354.33 feet to the point of beginning of the land to be described; thence North 00 degrees 00 minutes 00 seconds East a distance of 147.00 feet along the east line of the property described in Document No. 287923, recorded in the office of the Wabasha County recorder, Wabasha, Minnesota. Thence North 79 degrees 14 minutes 42 seconds East a distance of 200.64 feet; thence South 36 degrees 22 minutes 30 seconds East a distance of 265.58 feet; thence northeasterly on a non-tangential curve concave to the northwest having a Delta angle of 22 degrees 04 minutes 15 seconds, Radius of 1256.90 feet, length of 484.16 feet, Chord bearing North 68 degrees 33 minutes 00 seconds East and a Chord distance of 481.18 feet; thence South 32 degrees 28 minutes 50 seconds East a distance of 80.00 feet to the northerly existing right-of-way line of Trunk Highway No. 63; thence southwesterly along the northerly right of way of Trunk Highway No. 63 on a non-tangential curve concave to the northwest having a Delta angle of 31 degrees 24 minutes 20 seconds, Radius of 1336.90 feet, length of 732.79 feet, Chord bearing South 73 degrees 13 minutes 00 seconds West and a Chord distance of 723.65 feet to the right of way intersection of Trunk Highway 63 and C.S.A.H. No. 15. Thence northwesterly along the northeasterly right of way of C.S.A.H. No. 15 on a non-tangential curve concave to the southwest having a Delta angle of 37 degrees 56 minutes 03 seconds, Radius of 308.25 feet, length of 204.09 feet, Chord bearing North 49 degrees 36 minutes 10 seconds West and a Chord distance of 200.38 feet to the point of beginning and there terminating.

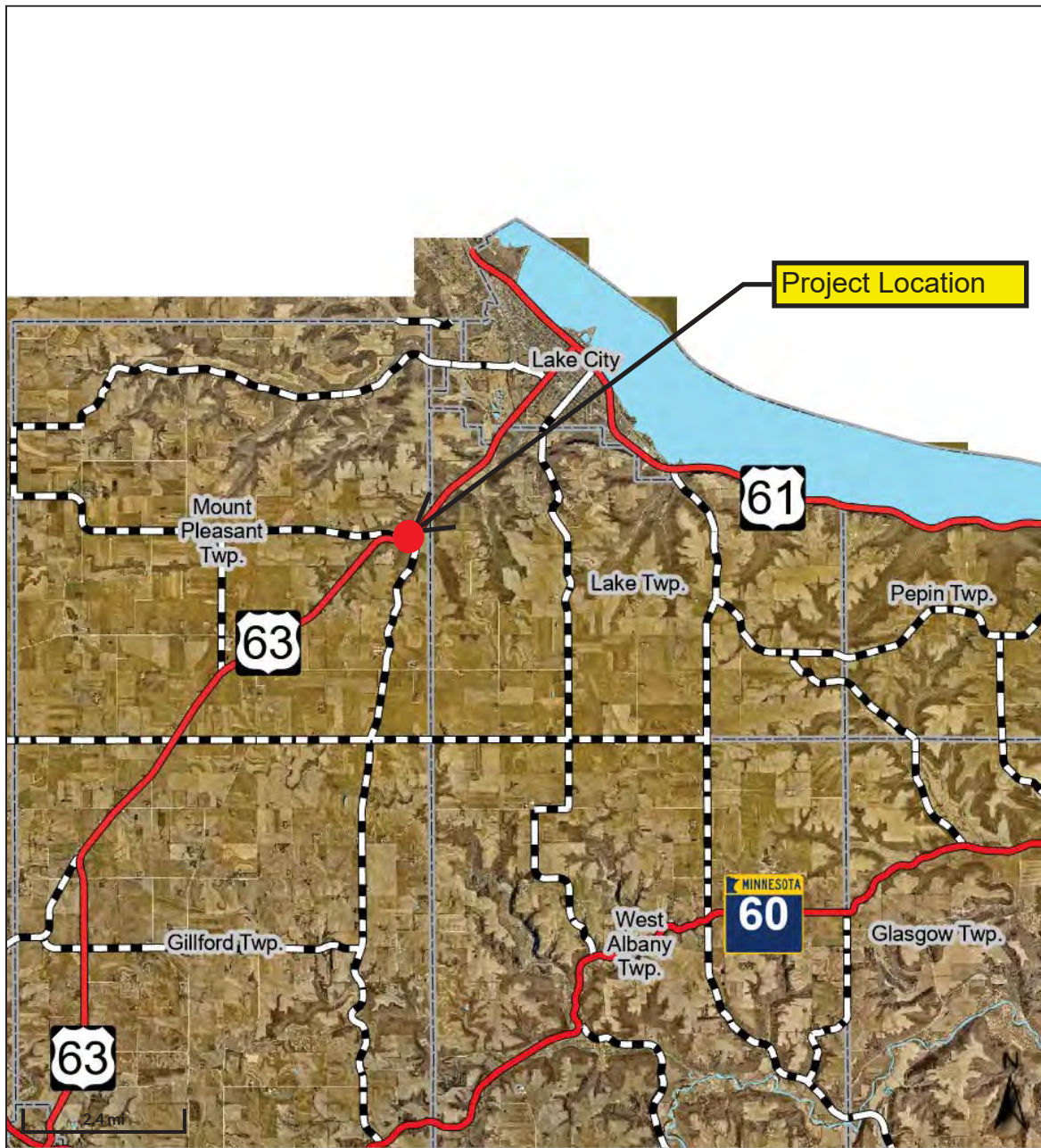
Containing 2.71 acres, more or less.

Also,

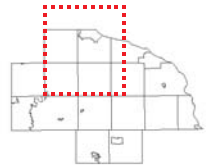
That part of the Northeast Quarter, Section 24 Township 111 North, Range 13 West, Wabasha County, Minnesota, described as follows:

Commencing at the Northwest corner of said Northeast Quarter of said Section 24; thence South 00 degrees 24 minutes 07 seconds West, oriented with the Wabasha County Coordinate System, NAD83, 1996 adjustment (HARN), along the west line of said Northeast Quarter of said Section 24, a distance of 793.54 feet; thence South 89 degrees 35 minutes 53 seconds East a distance of 793.66 feet to the southerly right-of-way line of Trunk Highway No. 63 and the point of beginning of the land to be described; thence northeasterly along the southerly right-of-way line of Trunk Highway No. 63 on a non-tangential curve concave to the northwest having a Delta angle of 14 degrees 43 minutes 19 seconds, Radius of 1501.90 feet, length of 385.91 feet, Chord bearing North 70 degrees 43 minutes 30 seconds East and a Chord distance of 384.85 feet; thence South 26 degrees 30 minutes 54 seconds East along said right of way line a distance of 25.00 feet; thence northeasterly along the southerly right-of-way line of Trunk Highway No. 63 on a non-tangential curve concave to the northwest having a Delta angle of 05 degrees 23 minutes 55 seconds, Radius of 1526.90 feet, length of 143.87 feet, Chord bearing North 60 degrees 40 minutes 00 seconds East and a Chord distance of 143.82 feet; thence South 60 degrees 51 minutes 32 seconds East along said right of way of Trunk Highway 63 a distance of 42.28 feet to the intersecting point of C.S.A.H. No. 2 westerly right of way. Thence along the westerly right of way of C.S.A.H. No. 2 on a non-tangential curve concave to the southwest having a Delta angle of 15 degrees 58 minutes 57 seconds, Radius of 455.00 feet, length of 126.88 feet, Chord bearing South 15 degrees 48 minutes 50 seconds East and a Chord distance of 126.47 feet; thence continue along the westerly right of way of C.S.A.H. No. 2 on a bearing of South 07 degrees 49 minutes 33 seconds East, a distance of 92.91 feet; thence North 84 degrees 12 minutes 43 seconds East a distance of 586.85 feet to the point of beginning and there terminating,

Containing 1.50 acres, more or less.



Overview



Legend

- Highways/Roads**
- US Highway
 - MN Highway
 - County-State Aid Highway
 - County Road
 - Township Road
 - Municipal Street
 - State Forest Road
 - Private Road-Restricted Access
- Building Footprints
 - Lakes/Rivers
 - Cities Boundary
 - Townships Boundary

Aerial Photos were collected in Spring 2022 by Eagleview and are 6"/2" resolution.

Date created: 11/15/2024

Last Data Uploaded: 11/15/2024 2:44:12 AM

Developed by **SCHNEIDER**
GEOSPATIAL



Board of Commissioners Wabasha County

Agenda Item Number: 9.0 I

Date:

December 3, 2024

Agenda Item: Purchase 2 iPads for new commissioner terms

Requested Action: Authorize IT Director to purchase parts and equipment

Fiscal Impact: \$3,500 (in budget)

Background/Recommendation: As part of commissioner compensation, the county buys a new tablet computer for each commissioner, once per 4 year term. These are mid-range Apple iPad tablets, plus accessories, comparable to models purchased in the past.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-208

Whereas, Wabasha County provides tablet computers for commissioners at the start of each of their terms in office,

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Kyle Jerviss, IT Director, is authorized to purchase two Apple iPads and accessories, up to \$3,500, and to provide them to the two commissioners starting new terms in 2025. These iPads will not be owned by the county or recorded as inventory, in compliance with prior resolutions regarding commissioner compensation.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

December 3, 2024

Agenda Item:

Broadband Final Payment

Requested Action:

Fiscal Impact:

\$180,000

Background/Recommendation:

In November of 2023 Wabasha County informed HBC that we would partner with them on a potential project but that our participation would be capped at \$180,000.

HBC has now invoiced the County for \$180,000. The invoice has been reviewed and is recommend that payment be made.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-209

Broadband Project Final Payment

Whereas, in November of 2023 Wabasha County informed HBC that we would partner with them on a potential project but that our participation would be capped at \$180,000;

Whereas, HBC has invoiced the County for \$180,000. The invoice has been reviewed and is recommend that payment be made.

Now, Therefore, Be It Resolved by the Wabasha County Board of Commissioners approves reimbursement of \$180,000 to HBC for the completion of the broadband project located primarily in Minnieska Township. These funds will come out of County reserves.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk



Hiawatha Broadband Communications
 58 Johnson Street
 Winona, MN 55987
 507-474-4000 fax 507-474-5878

Invoice No. 24270-01

INVOICE

Customer

Name Michael Plante, Wabasha County Administrator
 Address 411 Hiawatha Dr E
 City Wabasha State MN ZIP 55981
 Email deed.broadband@state.mn.us

Date 11/14/2024
 Work Order No. 24270
 HBC Rep Manuel de Angel
 Contact No. (507)474-5840

Qty	Description	Unit Price	TOTAL
	GRANT NAME: West Newton - Pritchard's Area		
1	Constroction Labor See invoice detail	\$485,276.71	\$485,276.71
1	Materias See invoice detail	\$174,158.88	\$174,158.88
1	Design, Engineering and Permiting See invoice detail	\$44,209.97	\$44,209.97
1	Less: Other than Wabasha County funding sources	(\$523,645.56)	(\$523,645.56)

Payment Details

- Payable on receipt
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$180,000.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$180,000.00

Office Use Only

**BORDER-TO-BORDER BROADBAND GRANT PROJECT
 WABASHA COUNTY - WEST NEWTON AREA**

We Serve. We Connect. We Care.

**Line Extension Connection Program / Wabasha County
Hiawatha Broadband Communications, Inc.**

Vendor	Invoice #	Date of Invoice	Total Invoice	Activity Category
D&D UNDERGROUND	801-709-3680-6502	9/7/2024	\$ 1,600.00	CONSTRUCTION
D&D UNDERGROUND	801-709-3680-6511	9/23/2024	\$ 2,007.50	CONSTRUCTION
D&D UNDERGROUND	801-709-3680-6518	10/6/2024	\$ 6,930.85	CONSTRUCTION
D&D UNDERGROUND	801-709-3680-6519	10/6/2024	\$ 1,600.00	CONSTRUCTION
D&D UNDERGROUND	801-709-3680-6522	10/12/2024	\$ 965.80	CONSTRUCTION
GRAYBAR	9337269593	5/16/2024	\$ 3,161.58	MATERIALS
GRAYBAR	9337360867	5/22/2024	\$ 23,701.00	MATERIALS
GRAYBAR	9337742312	6/20/2024	\$ 354.85	MATERIALS
GRAYBAR	9337822977	6/26/2024	\$ 883.03	MATERIALS
GRAYBAR	9337901996	7/2/2024	\$ 12,509.79	MATERIALS
GRAYBAR	9338832566	9/9/2024	\$ 1,580.45	MATERIALS
FINLEY	050053-066-01	2/29/2024	\$ 439.50	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-02	2/29/2024	\$ 5,981.70	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-03	3/31/2024	\$ 13,065.30	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-04	4/30/2024	\$ 5,350.10	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-05	5/31/2024	\$ 726.90	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-06	6/30/2024	\$ 310.80	ENGINEERING / DESIGN / PERMITS
FINLEY	050053-066-07	7/31/2024	\$ 400.20	ENGINEERING / DESIGN / PERMITS
MILLER UTILITIES	1501	5/3/2024	\$ 39,287.26	CONSTRUCTION
MILLER UTILITIES	1506	5/10/2024	\$ 92,588.80	CONSTRUCTION
MILLER UTILITIES	1515	5/17/2024	\$ 78,976.36	CONSTRUCTION
MILLER UTILITIES	1522	5/24/2024	\$ 60,763.77	CONSTRUCTION
MILLER UTILITIES	1530	5/31/2024	\$ 74,212.75	CONSTRUCTION
MILLER UTILITIES	1537	6/7/2024	\$ 39,231.96	CONSTRUCTION
MILLER UTILITIES	1544	6/14/2024	\$ 20,298.20	CONSTRUCTION
MILLER UTILITIES	1550	6/21/2024	\$ 23,940.00	CONSTRUCTION
MILLER UTILITIES	1555	6/28/2024	\$ 20,180.00	CONSTRUCTION
DICK'S ELECTRIC	14477	11/1/2024	\$ 6,700.00	CONSTRUCTION
D&D UNDERGROUND	801-709-3680-6530	11/3/2024	\$ 531.35	CONSTRUCTION
HBC	24240-01	10/31/2024	\$ 14,122.21	ENGINEERING / DESIGN / PERMITS
HBC	24240-04	10/31/2024	\$ 15,462.11	CONSTRUCTION
HBC	24240-06	10/31/2024	\$ 131,968.18	MATERIALS
HBC	24240-07	11/1/2024	\$ 3,813.26	ENGINEERING / DESIGN / PERMITS

TOTAL **\$ 703,645.56**

CONSTRUCTION	\$ 485,276.71
MATERIALS	\$ 174,158.88
ENGINEERING / DESIGN / PERMITS	\$ 44,209.97
TOTALS	\$ 703,645.56

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 A

Date:

December 3, 2024

Agenda Item:

Recommendation for Audit Services

Requested Action:

Approve proposal for Baker Tilly US, LLP for auditing services for 2024, 2025, and 2026

Fiscal Impact:

2024 Proposed Audit Rate is \$69,900, 2025 Proposed Audit Rate is \$73,350.00 and 2026 Proposed Audit Rate is \$77,000.00

Background/Recommendation:

Two RFP's were submitted: Baker Tilly US, LLP and Abdo. Both auditing firms were meet with to discuss their RFP's and any additional questions. The committee is recommending Baker Tilly US, LLP for Wabasha County's auditing services.

Action: N/A

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-210

Approval of Contract for Audit Services

Whereas, Wabasha County received RFP's back for auditing services by a Certified Private Accounting (CPA) firm that meets the requirements established by Minnesota Statutes, section 326A.05, and

Whereas, Baker Tilly US, LLP and Abdo have submitted RFP's for auditing services which were reviewed by a RFP Auditing Services Committee (Bob Walkes, Michael Plante, Gwen Bruegger and Melissa Dorn), and

Whereas, Baker Tilly US, LLP is being recommended for approval for auditing services for 2024 - \$69,900.00, 2025 - \$73,350.00 and 2026 - \$77,000.00

Now Therefore, be it resolved, that the Wabasha County Board of Commissioners hereby approves the proposal by Baker Tilly US, LLP to provide auditing services for fiscal years 2024, 2025 and 2026 and authorizes the Finance Director to contract these services.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk



November 1, 2024

Wabasha County

Proposal for professional audit services

Where outstanding accuracy meets unlimited vision.

Baker Tilly US, LLP
Sheanne Hediger, CPA
+1 (612) 876 4599
sheanne.hediger@bakertilly.com
3410 Oakwood Mall Drive, Suite 200
Eau Claire, WI 54701

COST PROPOSAL

Dollar cost proposal

1. Total all-inclusive maximum price

The County's fee estimate is based on what we've learned is important to you. We'll go beyond what's expected to deliver a return on your investment. **The complete Attachment A is included on the following page.**

When you invest in us, we invest in you

To help us forge this path together, we'll invest 80 hours (approximately \$20,000) in the startup phase, dedicating resources to deeply understand the County — your goals, your culture, your challenges. This work is on us because we don't succeed unless you do.

No unnecessary charges

You won't see add-on charges for routine calls, emails or quick consultations. They're included in our fees because we're here to earn your trust. If your need is out of scope, we'll never perform additional work unless you give us the go-ahead. Our final billing will always be based on the value we deliver to you.

Key assumptions

If any of the assumptions below change, we'll share any new requirements, budgetary considerations and options.

Waiving transition fees

We will waive all fees associated with your transition process as a sign of our commitment to build a lasting relationship with you.

ASSUMPTIONS

- Adequate support, preparedness, cooperation and feedback from management
- Administrative/technology fee (5% of the total fee amount) is included in the quoted fees; you will not receive any hidden charges
- Fees are based on a maximum of two federal major programs for the single audit; each additional program would range from \$4,000 to \$6,000 based on the complexity of the program and the extent of testing required
- Fees based on current standards in effect for year end December 31, 2024
- No major changes in scope or organizational structure
- Organized books and records
- Audit will be conducted with a hybrid approach

ATTACHMENT A

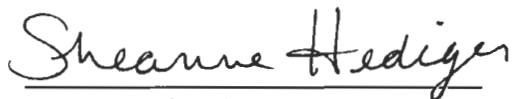
**WABASHA COUNTY
AUDITING SERVICES**

FEE STRUCTURE

	<u>Fiscal Year</u>		
	<u>2024</u>	<u>2025</u>	<u>2026</u>
Audit of Financial Report	\$ <u>53,300</u>	\$ <u>55,900</u>	\$ <u>58,700</u>
Single Audit	\$ <u>11,600</u>	\$ <u>12,200</u>	\$ <u>12,800</u>
Financial Statement Preparation*	\$ <u>5,000</u>	\$ <u>5,250</u>	\$ <u>5,500</u>
Total	\$ <u>69,900</u>	\$ <u>73,350</u>	\$ <u>77,000</u>

*Annual Financial Report, Management Letter, Minnesota Legal Compliance Letter

FIRM SUBMITTING PROPOSAL: Baker Tilly US, LLP



Signature of Authorized Representative

Sheanne Hediger

Name of Authorized Representative

Principal

Title

October 31, 2024

Date

DOLLAR COST PROPOSAL

Rates and hours by staff level

SCHEDULE OF FEES FOR 2024			
STAFF LEVEL	ESTIMATED HOURS	HOURLY RATES	TOTAL
Principal	25	\$450	\$11,250
Senior Manager/Manager	75	\$240	\$18,000
Senior	101	\$175	\$17,675
Associate	184	\$125	\$23,000
Rounding			(\$25)
Total all-inclusive maximum fee			\$69,900

Manner of Payment

We understand that progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month.

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

December 3, 2024

Agenda Item:

Appoint Driver's License Agent for Wabasha County

Requested Action:

Approve Appointment of Rachel Griebing, Recorder as Driver's License Agent

Fiscal Impact:

None

Background/Recommendation:

Due to the resignation of Rhonda Otto on May 1, 2024, Wabasha County needs to appoint an individual to be the Driver's License Agent for the County.

This appointment is made in pursuant to Minnesota Statutes, section 171.061 and Minnesota Rules Chapter 7404 and is subject to the provision thereof.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-211

Accepting Resignation of appointed Driver’s License Agent and
appointment of duties to County Recorder

Whereas, the Wabasha County Commissioners received a letter of resignation from Rhonda Otto on May 1, 2024;

Whereas, Wabasha County needs to appoint the responsibilities of the Driver’s License Agent;
and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that the resignation of Rhonda Otto is accepted and that Rachel Griebing be appointed as Wabasha County’s Driver License Agent.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date:

December 3, 2024

Agenda Item:

Cody Stanger and Cassidy Ties CUP request

Requested Action:

To consider approval of a Conditional Use Permit for an event center and storage facility with seven (7) conditions as recommended by the Planning Commission.

Fiscal Impact:

None.

Background/Recommendation:

On October 21, 2024 a complete application for a Conditional Use Permit was submitted by Cody Stanger and Cassidy Ties to operate an event center and storage facility. The subject property is located within the Agriculture/ Low Density (A-3) zoning district, shoreland overlay district and is identified as Wabasha County parcel R08.00090.21. The property is located in Section 18, Township 111 North, Range 12 West in Lake Township (71516 Highway 63, Lake City).The Planning Commission conducted a public hearing on November 25, 2024 to hear any testimony related to the request. After considering all the testimony and facts of the matter, the Planning Commission on a vote of 5-0 recommends that the proposed CUP be approved with seven (7) conditions as follows:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. Hours of operation shall be limited to 8:00 a.m. to 12:00 a.m.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on Highway 63.

5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.
7. The CUP shall terminate when the business is no longer owned by Cassidy Ties and/or Cody Stanger.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2024-212

Whereas, Cody Stanger and Cassidy Ties submitted a conditional use permit application requesting a Conditional Use Permit to operate an event center and storage facility. The subject property is located within the Agriculture/ Low Density (A-3) zoning district, shoreland overlay district and is identified as Wabasha County parcel R08.00090.21. The property is located in Section 18, Township 111 North, Range 12 West in Lake Township (71516 Highway 63, Lake City), and

Whereas, The Wabasha County Planning Commission conducted a public hearing on November 25, 2024 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 5-0) that the Wabasha County Board of Commissioners approve the Conditional Use Permit with seven (7) 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 Cassidy Ties and Cody Stanger on parcel R08.00090.21 as presented with seven (7) conditions:

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. Hours of operation shall be limited to 8:00 a.m. to 12:00 a.m.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on Highway 63.
5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.
7. The CUP shall terminate when the business is no longer owned by Cassidy Ties and/or Cody Stanger.

Adopted this 3rd day of December, 2024 by the Wabasha County Board of Commissioners.

By: _____
Board Chair

Attest:

By: _____
Board Clerk



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

To: Wabasha County Planning Commission
From: Joe Kaltenbach, Wabasha County Zoning Administrator
Re: Cody Stanger and Cassidy Ties CUP request
Date: November 13, 2024

Background: On October 21, 2024 a complete application for a Conditional Use Permit was submitted by Cody Stanger and Cassidy Ties to operate an event center and storage facility. The subject property is located within the Agriculture/ Low Density (A-3) zoning district, shoreland overlay district and is identified as Wabasha County parcel R08.00090.21. The property is located in Section 18, Township 111 North, Range 12 West in Lake Township (71516 Highway 63, Lake City).

Currently the existing property is utilized by the applicant for residential purposes. The applicant wishes to expand the existing use by including an event center and storage facility. Both of these uses are classified as conditional uses in the Wabasha County Zoning Ordinance.

The property contains a dwelling and a detached garage. In addition there are two sheds: one 35' x 38'; and one 48' x 80'. The applicant is proposing to remove the existing 35' x 38' shed and replace it with a 40' x 90' post frame shed for the event center. The applicant has provided a site map with the locations of these and other structures on the property.

The property is accessed via a driveway off of Highway 63. The applicant proposes using the grass area north of the existing 48' x 80' shed for parking. The applicant estimates that between 100 and 150 cars can utilize parking onsite. No parking would be allowed on Highway 63.

Because the parking area is a grass field the likelihood of dust creation is low. The applicant did not specify any regular deliveries from UPS, Fed Ex, or trucks that would be taking place. They did provide that buses would likely be utilized for transporting guests.

The general area surrounding the parcel consists of agriculture, forested land, and residential lots.

The closest residence to where the event center will be located is owned by Shane and Gayle Dankers and is approximately 570' to the west. The next closest residence is owned by Craig Richter and is approximately 1,270' to the north.

According to documentation supplied by the applicant this matter also went before Lake Township in regards to the proposed use. In summary, the Township provided the following notes with the proposed request: "Your request for the Conditional Use Permit on Parcel ID R08.00090.21, was approved by the Lake Township Board of Supervisors on 9-24-2024, with no restrictions or concerns and the Township Approval Form was signed by Chairman Richard Bremer." A copy of this statement from Lake Township is included with the application.

Water is supplied by an onsite well. According to the applicant the onsite well will only be available to employees and that guests will have to provide their own drinking water. The applicant and the wedding venue would be subject to the rules and regulations under the Minnesota Department of Health.

The applicants have indicated that they will be employees with the business. There will also be three other employees to handle parking, security, and noise control. In addition, the applicant indicated that depending on the event there may be between 5-10 other individuals working at the venue (caterers, photographers, announcers etc.).

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

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

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

County Staff submitted a development review plan to the MnDOT regional office for comments. At the time of the writing of this staff report no comment has been received from MnDOT regarding the proposed use.

Staff Suggested Findings:

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

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

The intent of the A-3 District is to provide for agricultural use and low density residential in areas where there is less prime agricultural land and where large farms and feedlot operations are more scattered than in the A-1 or A-2 Districts, while maintaining the rural character of the County. Urban development should be directed to those areas not considered to be prime agricultural land or forest land areas nor is it meant to increase public expenditures for public services. Any land zoned as the A-3 Agriculture/Low Density District shall currently have access to public roads, infrastructure and other such services as are necessary to support residential lots.

With wedding and music venues a key concern would be the creation of noise. The Wabasha County Zoning Ordinance states that “Any use established shall be so operated that no undue noise resulting from said use is perceptible beyond the boundaries of the property on which the use is located. This standard shall not apply to incidental traffic, parking, loading, construction, farming or maintenance operations” [Chapter 9.02 (1)]. The proposed use of the property would have to adhere to this standard and all other applicable nuisance standards. It is unlikely that this proposed use would diminish property values or be injurious to other properties if all standards of the Wabasha County nuisance standards are met. The nearest residence is approximately 570 feet to the west of the proposed venue and the next nearest residence is 1,270 feet to the north.

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

The proposed use would not appear to impede the normal and orderly development of surrounding properties and uses in the area. Surrounding uses of land consist of agricultural,

residential and forested land. An event center and farming activities do not appear to be drastically different or conflicting uses.

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

Access to the property is from Highway 63. All traffic going to and existing from the property would have to travel this route. Wabasha County Highway Engineer Dietrich Flesch expressed that “For southbound traffic, sight distance to the existing property access location on Hwy 63 may be less than the recommended “decision sight distance” which (used for driveways in MnDOT’s Access Policy) is 900 feet (rounded) for a 60mph posted road and could at times be limited by vegetation. It is recommended that vegetation that limits sight distance within the applicant’s/owner’s property and MnDOT’s right of way be maintained or removed to maximize sight distance for traffic for both directions. Maintenance or removal of vegetation within MnDOT’s right of way is subject to MnDOT’s approval and conditions, or may be accomplished by MnDOT’s own operations.” County Staff submitted a development review form to the regional MnDOT office for comments, but at the time of the writing of this report no comments had yet been received.

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

The applicant anticipates between 100-150 vehicles per event. Parking would need to be in the designated parking area to the north of the event center building as indicated by the applicant on the map provided with the application. No parking would be allowed along Highway 63.

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

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

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

Staff Recommendation and Suggested Conditions for Approval:

Hosting events, such as weddings, music venues, or having the general public on a property for the purchasing of goods or services fall under event center and retail business uses and would require a conditional use permit per the Ordinance. If the applicant demonstrates to the Planning Commission that the nuisances associated with this type of proposed use such as noise, light, and dust County Staff recommends approval of this CUP application.

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

1. The use shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.
2. Hours of operation shall be limited to 11:00 a.m. to 11:00 p.m.
3. The noise generated from any outdoor function shall not be perceptible beyond the boundaries of the property as per Chapter 9.02(1) of the Wabasha County Zoning Ordinance.
4. There shall be no parking on Highway 63.
5. Sewage must be treated according to applicable standards governed by MN Rule Chapter 7080 and 7081.
6. Events shall be limited to no more than 250 attendees.

Requested Action:

The County Planning Commission shall make its decision upon the application and forward its recommendations to the Board of County Commissioners. In reporting its recommendations to the Board of County Commissioners, the County Planning Commission shall report its findings with

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