

Wabasha County
Board of Commissioners
Meeting Agenda
October 1, 2024
9:00 a.m.

Agenda Item:

1.0 **Call to Order**

- Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 **Pledge of Allegiance**

3.0 **Roll Call** (Key, Powers, Springer, Walkes, Wobbe)

4.0 **Approve Agenda**

5.0 **Staff Updates**

6.0 **Administrator Update**

- Anniversaries:
 - a. Michael Timm, Jail Program Coordinator, 10 Years of Service

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

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

8.0 **Public Forum**

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

9.0 **Consent Agenda**

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

- A. Minutes: September 17, 2024
- B. Claims
- C. Per Diems
- D. Meal Vouchers
- E. **Administration:** Approve Memorandum of Understanding with LELS Local 544 (2024-156)
- F. **Administration:** Approve Contract for Consulting Services with Transformative Learning Institute, LLC. (2024-157)
- G. **Administration:** Approve Window Repairs at the Criminal Justice Center (2024-158)
- H. **Highway:** Approve the Purchase of one (1) Plow Truck and Snow Plow Equipment (2024-159)
- I. **Probation:** Approve FY 2025 Treatment Court Cooperative Agreement (2024-160)
- J. **Public Health:** Approve Tobacco License for Mazeppa BP (2024-161)

10.0 **Action/Discussion Items**

- A. **Presentation:** Wabasha County Libraries Annual Report
- B. **A/T:** Consideration of Local Abatement for Property Taxes (2024-162)
- C. **Planning/Zoning:** Approve 2025 Noxious Weed Grant Application Project Proposal (2024-163)
- D. **Planning/Zoning:** Consideration of Jackson CUP Request (2024-164)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess to Budget Work Session**

MINUTES - REGULAR MEETING – TUESDAY, SEPTEMBER 17, 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, September 17, 2024 at 9:00 a.m.

09/17/24

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-POWERS

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

Administrator Updates:

Public Forum: Mike Morath - Annexation Plainview Township
SPRINGER-KEY

ADMINISTRATOR UPDATES

Motion to approve the consent agenda including the following:

Minutes: September 3, 2024

Claims

Meal Vouchers

Per Diems

APPROVE CONSENT AGENDA

Resolution No.: 2024-147

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the Wabasha County Highway Engineer be authorized to advertise for bids for the following projects:

RES 2024-XXX:

079-599-080

079-251-000

079-252-000

079-253-000

079-254-000

079-255-000

079-256-000

079-022-003

088-072-005

079-070-031

079-602-044

079-627-011

079-605-015/079-636-001

079-605-017

7908-42

RES 2024-XXX:

RES 2024-XXX:

RES 2024-XXX:

RES 2024-XXX:

COMMISSIONER REPORTS

BOARD CONCERNS

Resolution No.: 2024-148

Whereas, Project SAP 079-607-027 with any and/or all Supplemental Agreements, Change Orders or Work Orders, has been completed.

ADJOURN

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Rochester Sand and Gravel – Division of Mathy Construction Company for completion of SAP 079-607-027 in the amount of \$8253.20.

Resolution No.: 2024-149

Whereas, Project CP 079-086-011 with any and/or all Supplemental Agreements, Change Orders or Work Orders, has been completed.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Rochester Sand and Gravel – Division of Mathy Construction Company for completion of CP 079-086-011 in the amount of \$17,787.25.

Resolution Number 2024-150

Resolution Authorizing Disposal of a 2018 Ford Explorer

Whereas, a 2018 Ford Explorer with over 138,000 miles is considered a surplus; and,

Whereas, the Wabasha County Sheriff's Office is requesting that this vehicle be sold by Tony Montgomery Auction; and,

Whereas, the Wabasha County Sheriff's Office is requesting that the proceeds from the sale of this vehicle be deposited into the Squad Replacement fund.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Sheriff's Office is authorized and directed to sell the 2018 Ford Explorer (Squad #12270) bearing VIN #1FM5K8AR1JGB12189 through Tony Montgomery Auction as noted above.

Be it Further Resolved by the Wabasha County Board of Commissioners that: funds from the sale be deposited to the Squad Replacement fund as noted above.

Adopted Unanimously

KEY-SPRINGER

Resolution No.: 2024-151

Whereas, a public hearing for the proposed Wabasha County Ordinance to Regulate Cannabis Businesses is needed in order to proceed to enact an ordinance prior to consideration by the Wabasha County Board of Commissioners.

Whereas, The Wabasha County Planning Commission will conduct a public hearing on October 28, 2024 to provide an opportunity for the public to present any testimony related to the proposed Ordinance.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, a Public Hearing on the proposed Wabasha County Ordinance to Regulate Cannabis Businesses is hereby authorized for October 28th at 7:00 pm at the regularly scheduled Wabasha County Planning Commission meeting.

Adopted Unanimously

SPRINGER-KEY

Resolution No.: 2024-152

Proposal for Audit Services

Whereas, Wabasha County Finance Department has a request for its annual financial audit to be performed by a Certified Private Accounting (CPA) firm that meets the requirements established by Minnesota Statutes, section 326A.05, and

Whereas, a Request for Proposal will be sent to a list of potential providers of audit services, and

Whereas, the audit service committee will submit to the board a request for audit services for the years 2024 through 2026 after responses have been received and reviewed.

Now Therefore, be it resolved, that the Wabasha County Board of Commissioners hereby approves the attached proposal for audit services.

Adopted Unanimously

KEY-WOBBE

Resolution No.: 2024-153

Resolution to Certify the 2025 Southeastern Minnesota Multi-County Housing Redevelopment
Proposed Property Tax Levy

Whereas, the Southeastern Minnesota Multi-County Housing and Redevelopment Authority was created by action of the Boards of Commissioners of Dodge, Goodhue, Wabasha and Winona Counties pursuant to Minnesota Statutes, Section 469.004; and

Whereas, Minnesota Statute Section 469.033, subs. 6, permits the Authority to levy and collect a special benefits tax not to exceed 0.0185 percent of taxable market value; and

Whereas, the Wabasha County Board of Commissioners has considered the Authority’s request to approve a special benefit tax to be levied upon all taxable market value of taxable property within the Authority’s area of operation within Wabasha County.

Now, Therefore, be it Resolved by the Wabasha County Board of Commissioners instructs the County Auditor-Treasurer to certify a 2025 proposed special benefit property tax levy in the amount of \$81,982 for Southeastern Minnesota Multi-County Housing Redevelopment to the Minnesota Department of Revenue.

Adopted Unanimously

KEY-POWERS

Resolution No.: 2024-154

Resolution to Certify the 2025 Proposed Property Tax Levy

Whereas, the Wabasha County Board of Commissioners per Minnesota Statute 275.065 is required to adopt a proposed property tax levy for taxes payable year 2025 and certify that amount to the county auditor on or before September 30; and

Whereas, based upon the proposed budget the following amounts have been determined to be needed for the 2025 proposed property tax levy.

Fund	Levy
General Revenue Fund	8,816,462
SELCO	180,323
Public Health Fund	607,443
Road & Bridge Fund	3,155,144
Social Services Fund	2,274,564
Soil & Water Conservation District	131,000
Whitewater Watershed	4,982
Building Fund	106,688
Capital Equipment Fund	978,998
Criminal Justice Center-GO Jail Refunding Bonds 2016A	1,002,645
Criminal Justice Center-GO Capital Improvement Plan Bond 2017A	512,295
 2025 Certified Proposed Levy	 17,770,544

Now, Therefore, be it resolved by the Wabasha County Board of Commissioners that the County Auditor-Treasurer is to certify the 2025 proposed property tax levy to the Minnesota Department of Revenue as presented.

Adopted Unanimously

Resolution to Approve the 2025 Proposed Budget

Whereas, the Wabasha County Board of Commissioners is required by Minnesota Statute 275.07 to adopt a proposed budget for 2025 and

Whereas, The Wabasha County Board of Commissioners have reviewed the fiscal year 2025 Proposed Budget as shown below; and

WABASHA COUNTY 2024-2025 DEPARTMENTAL FINAL BUDGET SUMMARY				
	2024 BUDGETED EXPENSES	2025 PROPOSED EXPENSES	2024 BUDGETED REVENUES	2025 PROPOSED REVENUES
GENERAL REVENUE-FUND 1				
TOTAL GENERAL REVENUE-FUND 1	\$14,434,973	\$13,611,537	\$14,434,973	\$13,611,537
TOTAL MISC REVENUE-FUND 2	\$266,232	\$217,874	\$266,232	\$217,874
TOTAL OPIOID SETTLEMENT-FUND 10			\$29,274	\$29,274
TOTAL HUMAN SERVICES-FUND 11	\$5,973,609	\$6,508,737	\$5,594,199	\$6,469,611
TOTAL ROAD AND BRIDGE-FUND 13 & 14	\$19,295,103	\$19,411,611	\$17,621,213	\$19,411,611
TOTAL BUILDING FUND-FUND 15	\$34,500	\$107,400	\$34,500	\$107,400
TOTAL CAPITAL PROJECTS-FUND 17	\$211,280	\$985,533	\$211,280	\$985,533
TOTAL PUBLIC HEALTH-FUND 18	\$1,824,084	\$1,996,358	\$1,824,084	\$1,996,358
TOTAL DEBT SERVICE-FUND 30	\$1,423,750	\$1,416,175	\$1,510,387	\$1,524,791
TOTAL REGIONAL RAILROAD-FUND 50	\$2,995	\$3,300	\$2,995	\$3,300
TOTAL COUNTY	\$43,466,526	\$44,258,525	\$41,529,137	\$44,357,289

Whereas, the Wabasha County Board of Commissioners has considered the duties of each and every office, department and agency and the experience, qualifications and performance of employees, elected officials and appointed employees in the development of this budget; and

Whereas, the Proposed 2025 County Fund Budgets are summarized; and

Whereas, capital expenditures included in the 2025 Proposed Budget shall be made only after approval of the Board of Commissioners per the County Purchasing Policy.

Now, Therefore, be it Resolved by the Wabasha County Board of Commissioners that the 2025 Wabasha County Proposed Budget is adopted as presented.

Adopted Unanimously

Commissioners reported on meetings they attended

Board Concerns

SPRINGER-WALKES

Motion to Adjourn

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

**WABASHA COUNTY
BOARD MEETING
1-Oct-24**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
9/6/24-9/12/24		62056-62063	\$ 2,547.61
9/13/2024	18744-18777	62064-62100	\$ 165,492.20
9/13/24-9/19/24		62101-62123	\$ 668,188.61
9/20/2024	18778-18787	62124-62161	\$ 59,329.13

TOTAL AUDITOR'S WARRANTS

\$ 895,557.55

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Callie Schmidt	8/16/2024	\$ 9.27
Tom Sturgis	8/28/24-8/29/24	\$ 29.31
Rodney Bartsh	9/19/2024	\$ 14.68

TOTAL MEAL VOUCHERS

\$ 53.26

TAXABLE UNIFORM ALLOWANCE

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

**WABASHA COUNTY
BOARD MEETING
1-Oct-24**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Key, Cheryl	8/15/2024	Canvas Board & Collaborative Meeting	\$ 50.00
	9/17/2024	Human Services Board Meeting	\$ 50.00
			<u>\$ 100.00</u>
Powers, Rick	9/17/2024	Human Services Board Meeting	\$ 50.00
			<u>\$ 50.00</u>
Springer, Don	8/21/2024	Township Meeting	\$ 50.00
	9/17/2024	Human Services Board Meeting	\$ 50.00
			<u>\$ 100.00</u>
Walkes, Robert	8/15/2024	Whitewater Watershed Joint Powers Board Meeting	\$ 50.00
	8/21/2024	Three Rivers Community Action Board Meeting	\$ 50.00
	8/21/2024	Township Officers Meeting	\$ 50.00
	8/22/2024	Soil & Water Conservation District Meeting	\$ 50.00
	8/29/2024	WAGZ	\$ 50.00
	9/17/2024	Human Services Board Meeting	\$ 50.00
			<u>\$ 300.00</u>
Wobbe, Mike	8/5/2024	Hiawatha Valley Mental Health Meeting	\$ 100.00
	8/8/2024	Hiawatha Transit Board Meeting	\$ 50.00
	8/26/2024	Planning & Zoning Commission Meeting	\$ 50.00
	8/28/2024	DAC Board Meeting	\$ 50.00
	9/17/2024	Human Services Board Meeting	\$ 50.00
			<u>\$ 300.00</u>
TOTAL PER DIEMS REQUESTED			<u>\$ 850.00</u>

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

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

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

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

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date:

October 1, 2024

Agenda Item:

Approve Memorandum of Understanding with Law Enforcement Labor Services, Inc., Local 544

Requested Action:

Approve Memorandum of Understanding with Law Enforcement Labor Services, Inc., Local 544

Fiscal Impact:

In accordance with CBA, Article 20, Compensation and Wabasha County Salary Schedule,
Grade 12.

Background/Recommendation:

The County and Union are parties to a CBA wherein the licensed sergeants shall be included in
the union.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-156

Whereas, the Bureau of Mediation Services has determined that the Union is exclusive representative for all licensed essential employees of the Wabasha County Sheriff's Department who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and non-licensed essential employees. (BMS Case No. 23PRE1431); and

Whereas, the County and Union are parties to a January 1 2023, to December 31, 2025, Collective Bargaining Agreement (CBA); and

Whereas, the County and Union agree that licensed Sergeants in the Wabasha County Sheriff's Department shall be included in the Union; and

Now Therefore, the County agrees to the Memorandum of Understanding between Wabasha County and Law Enforcement Labor Services, Inc., Local 544 that states that Licensed Sergeants are members of the Union and shall be paid according to the Article 20, Compensation and Wabasha County Salary Schedule, Grade 12.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Memorandum of Understanding

The Memorandum of Understanding (MOU) is by and between Wabasha County (County) and Law Enforcement Labor Services, Inc., Local 544 (Union). Collectively, the County and the Union are referred to herein as the Parties.

WHEREAS, the Bureau of Mediation Services has determined that the Union is the exclusive representative for all licensed essential employees of Wabasha County Sheriff’s Department who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and non-licensed essential employees. (BMS Case No. 23PRE1431); and

WHEREAS, the County and Union are parties to a January 1 2023, to December 31, 2025, Collective Bargaining Agreement (CBA); and

WHEREAS, licensed Sergeants in the Wabasha County Sheriff’s Department have not been included as members of the Union ; and

WHEREAS, the County and Union agree that licensed Sergeants in the Wabasha County Sheriff’s Department shall be included in the Union; and

NOW THEREFORE, the County and Union agree to the following:

Effective the date the Parties execute this MOU:

1. Licensed Sergeants are members of the Union.
2. Licensed Sergeants shall be paid according to the Article 20, Compensation and Wabasha County Salary Schedule, Grade 12.
3. Licensed Sergeants shall be subject to the terms and conditions as found in the Local 544 CBA.
4. The County and Union agree to incorporate the Licensed Sergeants in the ensuing CBA.
5. All other terms and conditions of the Parties’ 2023-2025 CBA shall remain in full force and effect.
6. This MOU represents the complete and total agreement of the Parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth by their respective signatures.

For the County:

For the Union:

Chairman

Tom Sturgis, Union President

Date: _____

Date _____

Rick Mathwig, Business Agent

Date _____

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

October 1, 2024

Agenda Item:

Contract for Consulting Services.

Requested Action:

Consider adoption of Resolution No. 2024- authorizing Wabasha County to enter into an agreement with Transformative Learning Institute, LLC.

Fiscal Impact:

The total fee of the consulting services is \$55,000. The Consultant will invoice Wabasha County \$11,000 monthly based on a 5-month distribution.

Background/Recommendation:

The Consultant agrees to provide services that aim to enhance employee satisfaction, retention, and performance. These consulting services are tailored to meet the specific needs of the departments, based on discussions and collaboration with leadership and staff. This will include, assessment and analysis, data-driven insights, leadership development, solution development, implementation support and review and sustainability.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-157

Whereas, Wabasha County is interested in a facilitated organizational strategy cultural transformation;

Whereas, Dr. William Brendel of the Transformative Learning Institute is a consultant that through his research and practice helps navigate adaptive challenges in organizations which foster inclusion and innovation;

Now Therefore, Wabasha County desires to obtain the services of Dr. William Brendel of the Transformative Learning Institute to perform professional services to enhance employee satisfaction, retention and performance.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

TRANSFORMATIVE LEARNING INSTITUTE CONTRACT FOR CONSULTING SERVICES

This Agreement is made between Transformative Learning Institute, LLC (the “Consultant”) and Wabasha County (the “Client”) organized and existing under the laws of the State of Minnesota and having its principal place of business at 625 Jefferson Avenue, Wabasha, MN 55981

RECITALS

- A. Client desires to obtain the services of the Consultant; and
- B. The Consultant has expertise and experience to provide such services for Client.

TERMS

The Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services as are set forth in this Agreement, and Client agrees to pay the Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

1. Scope of Service.

The Consultant agrees to provide services that aim to enhance employee satisfaction, retention, and performance in the Wabasha County Social Services and Assessor’s Office. Each service is tailored to meet the specific needs of these departments, based on discussions and collaboration with leadership and staff.

1.1 Services for Wabasha County Social Services Department

- a) **Assessment and Analysis:** Conduct an assessment to understand the current state of leadership, team dynamics, design, and learning within the department. Identify key areas for improvement that are most likely to enhance employee performance, retention, and satisfaction.
- b) **Data-Driven Insights:** Analyze the assessment results to find connections between organizational characteristics and desired outcomes. This will help pinpoint the most impactful areas to focus on for improvement.
- c) **Leadership Development:** Select and coach emerging leaders who will champion employee-led changes throughout the department through active involvement and collaboration.

- d) Solution Development: Facilitate a structured process where teams co-create action plans to address identified challenges, ensuring that solutions are practical and aligned with department goals.
- e) Implementation Support: Assist teams in executing the action plans, with regular check-ins to track progress and make necessary adjustments to ensure successful integration of changes.
- f) Review and Sustainability: At the end of the engagement, review the outcomes and develop a plan to maintain improvements, supporting ongoing growth and development.

1.2 Services for Wabasha County Assessor's Office

- a) Initial Consultation: Meet with the Assessor to clarify the engagement plan and set clear expectations for the project.
- b) Project Kick-Off: Host an introductory session with all members of the office to explain the project, set goals, and gain support for the initiative.
- c) Interviews and Analysis: Conduct individual interviews to understand the current work environment, challenges, and areas for improvement.
- d) Testing New Methods: Work with the team to develop and test new ways of working that improve collaboration and efficiency.
- e) Follow-Up and Refinement: Conduct a review session to assess progress, refine strategies, and ensure sustainable improvements.

1.3 Consulting services will be provided by Transformative Learning Institute, LLC CEO & Principal Consultant, Dr. William Brendel, 2118 Eleanor Avenue, St Paul, MN 55116, PH: 612-300-1302, email: bill@tlinstitute.com

2. Fees and Expenses.

- 2.1 The total fee for the described consulting services is \$55,000. The Consultant will invoice the Client \$11,000 monthly based on a 5-month distribution.
- 2.2 The consulting services fee will be paid by the Client upon submission of an invoice by the Consultant.
- 2.3 The Consultant agrees that the Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing

authorities, and that Client will not deduct such taxes from any payments to the Consultant hereunder.

3. Term.

The Consulting Services to be rendered by the Consultant under this Agreement are estimated to take place over a 5-month time-period, beginning in the fall of 2024 (anticipated: 10/15/2024) and finishing in early spring of 2025 (anticipated: 3/15/2025). The scope and deliverables outlined above may take more or less time than estimated.

4. The Consultant's Capacity and Responsibilities.

- 4.1 It is expressly understood that the Consultant is not the agent, partner, or employee of Client. The Consultant is not the employee of Client and is not entitled to tax withholding, Workers' Compensation, unemployment compensation or any employee benefits, statutory or otherwise from Client.
- 4.2 The Consultant shall not have the authority to enter into any contract or agreement to bind Client and shall not represent to anyone that the Consultant has such authority.
- 4.3 The Consultant represents and warrants to Client that in performing the Consulting Services, the Consultant will not be in breach of any agreement with a third party.

5. Confidentiality of Information.

The Consultant agrees to keep confidential and not to disclose to third parties any information provided by Client pursuant to this Agreement unless the Consultant has received prior written consent of Client to make such disclosure. This obligation of confidentiality does not extend to any information that:

- 5.1 Was in the possession of the Consultant at the time of disclosure by Client, directly or indirectly;
- 5.2 Is or shall become, through no fault of the Consultant, available to the general public, or
- 5.3 Is independently developed and hereafter supplied to the Consultant by a third party without restriction or disclosure.

6. Ownership of Work Product.

- 6.1 All information, manuals, electronic media, videos, PowerPoint presentations, workbooks, notes, training materials, and written materials (the "Consultant Pre-Existing Intellectual Property") furnished by the Consultant in connection with the Consultant Services provided hereunder are and will remain owned by the

Consultant. Title and all ownership rights to the Consultant Pre-Existing Intellectual Property remain with Consultant and Client cannot reproduce, use, modify, display, transmit, enhance or sell such Consultant Pre-Existing Intellectual Property. Client shall continue to own its pre-existing proprietary and confidential information (“Client Pre-Existing Intellectual Property”), whether or not such Client Pre-Existing Intellectual Property is incorporated into documents or materials created by the Consultant in connection with the Consulting Services provided pursuant to this Agreement. Client agrees that the Consultant can use Client Pre-Existing Intellectual Property furnished by Client in preparing curricular materials for the Consulting Services provided hereunder, with the express understanding that Consultant cannot use such Client Pre-Existing Intellectual Property for any purpose other than in connection with the Consulting Services provided pursuant to this Agreement.

6.2 Any original materials created specifically by the Consultant for Client, or any Consultant proprietary information used by the Consultant in rendering the Consulting Services, will not infringe any copyrights, trademarks or trade secrets of others.

7. Suspension or Termination of Contract.

Either party has the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by the Consultant for any reason, upon thirty (30) days’ written notice to the other party. In the event of suspension or termination prior to completion of all work described in Section 1, the amount of the total fee to be paid to the Consultant shall be determined on the basis of the portion of the total Consulting Services actually completed up to the effective date of suspension or termination.

8. Warranties.

THE SERVICES AND ALL DOCUMENTATION ARE PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSULTANT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR THE DOCUMENTATION.

9. Release.

The Consultant agrees that any personal injury to the Consultant or damage to Consultant property incurred in the course of performance of the Consulting Services shall be the responsibility of the Consultant.

10. Notice.

Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally, by e-mail, facsimile or by registered or certified mail addressed as follows:

To Client:

Michael Plante
Wabasha County Administrator
625 Jefferson Avenue
Wabasha, MN 55981
Phone: 507-316-4062
Email: mplante@co.wabasha.mn.us

Dr. William Brendel
Transformative Learning Institute
2118 Eleanor Avenue
St Paul, MN 55116
Phone: 612-300-1302
E-mail: bill@tlinstitute.com

All such notices shall be effective only when received by the addressee.

11. Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the Consultant and an authorized representative of Client.

12 Insurance and Indemnification

Consultant agrees to indemnify and hold harmless the Client, its officials, employees and agents from any and all liability, loss or damage, that the Client, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by the Consultant, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.

Consultant shall obtain and keep in effect the following insurance coverage:

General Liability Insurance
Per Occurrence Limit: \$1,000,000
Aggregate Limit: \$2,000,000

Automobile Liability Insurance on Vehicles Owned by the Consultant.

All certificates of insurance shall provide that the insurance company shall give the Client thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of Consultant to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

Consultant shall provide proof of insurance to the Client upon written request.

Nothing in this Agreement shall constitute a waiver by the Client of any statutory limits or exceptions on liability.

13. Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14. Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of Minnesota, which shall be the forum for any lawsuits arising from or incident to this Agreement.

1.5 Paragraph Headings.

The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

16. Non-Waiver.

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any substantial breach, either of the same provision or otherwise.

17. Assignment.

Neither party may assign the rights or obligations under this Agreement without the other party's prior written consent.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 24th day of September 2024.

Wabasha County

Transformative Learning Institute, LLC

By: _____
(Signature)

By: _____
(Signature)

Michael Plante

(Printed Name)

William Brendel

(Printed Name)

County Administrator

(Title)

CEO & Principal Consultant

(Title)

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

October 1, 2024

Agenda Item:

CJC Window Repair

Requested Action:

Approve the quote from K&M Glass in the amount of \$8,975

Fiscal Impact:

\$8,975

Background/Recommendation:

The Criminal Justice Center was built in late 2009 and from time to time has required maintenance. Recently one of the large windows at the entrance of the building cracked and needs to be repaired.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-158

Criminal Justice Center Window Repair

Whereas, The Criminal Justice Center was built in late 2009 and from time to time has required maintenance. Recently one of the large windows at the entrance of the building cracked and needs to be repaired.

NOW THEREFORE BE IT RESOLVED that the Wabasha County Board of Commissioners approves the quote from K&M Glass in the amount of \$8,975.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

K AND M GLASS, INC.
208 16TH ST. S.E.
Rochester, MN 55904

PH:507-289-3261 FAX:507-289-7077

Quote

8/1/2024
10:47 AM

Q009562

DARRIN MB

41-1410363

WABASHA COUNTY CRIMINAL JUSTICE CENT
848 17TH ST EAST
WABASHA, MN 55981

Ship To:
WABASHA COUNTY CRIMINAL JUSTICE C
848 17TH ST EAST
WABASHA, MN 55981

(608) 790-7349

Qty	Part Number	Description	List	Disc%	Sell	Total
1	TEMP LOW E ARGON-	(83 1/8" x 87 7/16") 1" TEMPERED HARD COAT LOE WITH ARGON UNIT	\$0.00	0	\$0.00	\$0.00
1	GLAZING	GLAZING	\$0.00	0	\$0.00	\$0.00
1	TEMP TOTAL	TOTAL MATERIALS AND LABOR INSTALLED	\$6,975.00	0	\$6,975.00	\$6,975.00
1	LIFT	LIFT CHARGE (1 DAY)	\$2,000.00	0	\$2,000.00	\$2,000.00

EMAILED QUOTE TO KEVIN 8/1/2024 @ khungerford@co.wabasha.mn.us

Sub Total: \$8,975.00

Tax: \$0.00

\$8,975.00

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

October 1, 2024

Agenda Item:

Authorize the purchase of one Plow Truck and Snow Plow Equipment

Requested Action:

Consider the adoption of Resolution No. 2024-159 authorizing the Wabasha County Highway Department to purchase one 2025 Freightliner 114SD from Syverson Truck Center, and to authorize the County Auditor/Treasurer to issue a warrant to the Deputy Registrar for sales tax and license fees.

Fiscal Impact:

Truck Cab and Chassis: \$134,907 (cost) + \$8769 sales tax = \$143,676

Snow Plow Equipment (will be requested for approval to purchase at a later date): estimated \$180,000 (subject to new pricing available winter 2024, costs will attempted to be reduced if available components can be feasibly re-used).

Total = \$323,676

Timing of receiving completed truck is expected in 2026. Requested 2025 budget amount of \$320,000 for this purchase. Expected revenue from sale is \$20,000.

Background/Recommendation:

The proposed truck to be replaced is unit #071 Sterling which currently has approximately 138,000 miles and 6576 hours. Replacing this truck is expected to reduce downtime and expenses. Truck 071 is planned to be sold at auction at a later date when replacement truck is received. A similar Western Star model (with same engine and transmission as Freightliner) would be expected to be \$20,000+ greater than Freightliner.

The truck is requested to be purchased now instead of in 2025, due to the length of time needed for production and delivery of ordered trucks.

The Wabasha County Engineer recommends adoption of Resolution 2024-159.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-159

Whereas, the Wabasha County Highway Department finds it beneficial to purchase one Freightliner 114SD Tandem Truck, and

Whereas, with the purchase of one Tandem Truck, Unit 071 Sterling Tandem Truck is considered excess.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Highway Department be authorized to purchase one Freightliner 114SD Truck from Syverson Truck Center, and hereby authorizes the County Auditor/Treasurer to issue payment for applicable sales tax and license fees.

Be it further resolved that the Wabasha County Board of Commissioners hereby declares Unit 071 Sterling Tandem Truck as Excess Equipment and authorizes the County Engineer to dispose by sale at auction or trade-in value.

Adopted this 1st day of October 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 I

Date: October 1, 2024

Agenda Item:

FY 2025 Wabasha County Treatment Court Cooperative Agreement

Requested Action:

Approval of the FY 2025 Wabasha County Treatment Court Cooperative Agreement between Wabasha County and the 3rd Judicial District Administrator's Office.

NOTE:

The State signing process has changed. Once this is approved by the County Board, an email will be sent to Commissioner Bob Walkes, County Board Chair, and Matt Stinson, Wabasha County Attorney to sign the document via docusign. The MOU will then be routed back to State Court Administration for final signatures before a fully executed copy returns to Wabasha County.

Fiscal Impact:

The cost of the case management, supervision services, other services and supplies provided to Treatment Court participants shall not exceed \$73,074.39.

This annual MOU allows the 3rd Judicial District Court to reimburse Wabasha County Treatment Court for expenses incurred for Coordinator salary, program services and supplies. Wabasha County is receiving the same base funds of \$56,100, in addition to FY24 unused funds, in the amount of \$16,974.39.

Background/Recommendation:

The eligible expenses are outlined in IC of the agreement and in Appendix A. In order to facilitate reimbursement for these program expenses, the 3rd Judicial District created this Cooperative Agreement. Wabasha County will be reimbursed for expenses in FY 2025: between July 1, 2024 and June 30, 2025. Similar agreements were previously approved by the Board.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-

Whereas, This Agreement, by and between Wabasha County and the State of Minnesota acting through its agent Third Judicial District Administrator's Office is entered into for FY 2025; the period of July 1, 2024 through June 30, 2025 and:

Whereas, The FY 2025 Cooperative Agreement/MOU is for payment/reimbursement to Wabasha County in the amount, up to \$73,074.39, to cover the salary/expenses of the Wabasha County Treatment Court Coordinator along with Treatment Court expenses. Wabasha County is receiving the same base funds of \$56,100, in addition to FY24 unused funds, in the amount of \$16,974.39, and:

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

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

Whereas, the Third Judicial District Administrator's Office wishes to enter such an Agreement with Wabasha to reimburse Treatment Court approved expenditures, including a Coordinator, services and supplies as more fully described in paragraph I.C. from Wabasha County coextensive with the availability of County, State and Federal Funds for such purchase, and

Now therefore, be it Resolved by the Wabasha County Board of Commissioners enters into the FY 2025 Cooperative Agreement with the Third Judicial District Administrator's Office.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

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

This Agreement, by and between Wabasha County (herein "COUNTY") and the State of Minnesota acting through its agent Third Judicial District Administrator's Office (herein "COURT") is entered into for the period of July 1, 2024, through June 30, 2025.

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

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

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

WHEREAS the COUNTY is empowered under Minnesota law to provide probation case management and supervision services to and participate in the Treatment Court Process;

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

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

II. TERMS OF THE AGREEMENT

- A. Agreement Period. The Agreement period is from July 1, 2024 through June 30, 2025, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2024.
- B. Payment. The COURT shall reimburse COUNTY for the cost of services and supplies directly related to the Treatment Court program.
- C. Payment Rate. The COURT shall compensate Wabasha County for costs COUNTY incurred for services and supplies on behalf of Treatment Court participants during each calendar quarter subject to the following limitations. The cost of the case management, supervision services, other services and supplies provided to Treatment Court participants shall not exceed Seventy-Three Thousand Seventy-Four Dollars and 39/100 (\$73,074.39) in the period from July 1, 2024, through June 30, 2025.
- D. Billing Procedure. COUNTY shall submit the Treatment Court Financial Status Report which will act as an invoice to the COURT on a quarterly basis for services and supplies rendered pursuant to this Agreement.
- E. **COUNTY and Treatment Court Responsibilities:**
 1. **COUNTY is responsible to:**
 - a. Provide qualified contractors to be Treatment Court team members including a Mental Health Consultant and facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants.
 - b. Authorize and approve employee expenses for mileage, meals, parking away from the primary work site.
 - c. Provide supplies and office equipment; drug testing kits and services; and bus and taxi fare for Treatment Court participants as needed per section 2.e. below.
 - d. Treatment Courts receiving Minnesota Judicial Branch funding in Fiscal Year 2025 must comply with the following conditions:
 - Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable)
 - Report treatment court data upon implementation of the Tyler Supervision Module
 - Provide documentation of 30% local match (cash or in-kind) as requested
 - Provide annual caseload information as requested;
 - Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information will be provided prior to participation)
 - Engage state and local partners in discussions about developing a sustainable treatment court including the exploration of federal, state, and local funding streams to support ongoing treatment court operations
 - Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
 - e. Provide a qualified case manager to participate in the Treatment Court process and provide specialized probation services for participants of treatment court.
 - f. Administer any union contract and county personnel policies according to county supervisory expectations. This includes assuring union contract language is adhered to and that performance improvement plans, corrective action, progressive discipline and grievance procedures are followed. All county personnel policies

will be monitored and followed. The COUNTY will retain ultimate authority to determine and issue discipline, including but not limited to discharge.

- g. Follow all compensation policies, rules, and practices as they relate to fringe benefits, health insurance, payroll, overtime and timesheets.
2. **Both COUNTY and The COURT are responsible to:**
 - a. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
 - b. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs.
 - c. Arrive at financial agreements that allow the COURT and COUNTY to operate within fiscally sound principles that meet the payment and receipt procedures.
 - d. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
 - e. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.
3. **COURT is responsible to:**
 - a. Provide a secondary review of expenses to confirm accuracy and compliance with treatment court policies.

F. TERMINATION

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

G. ADMINISTRATION

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

H. LIABLE FOR OWNACTS.

COUNTY and the COURT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The COURT liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the acts or omissions of COUNTY or its employees. COUNTY shall require that contractors selected by it shall be insured in amounts consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of

malpractice or injury to the treatment court participants served by the contractor. Each Party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

I. COMPLIANCE WITH LAWS/STANDARDS.

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

J. STATE AUDIT.

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

K. DATA PRIVACY.

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

L. INDEPENDENT CONTRACTOR.

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

M. ASSIGNMENT.

COUNTY shall neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the COURT.

N. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and sign by both parties' authorized representatives.

O. SEVERABILITY.

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

P. MERGER.

This Agreement is the final expression of the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

APPENDIX A

STATE COURT ADMINISTRATOR POLICY and PROCEDURES 511.2(a); TREATMENT COURT EXPENSES
For further details see State Court Administrator Policy and Procedures 511.2(a); Treatment Court Expenses

Revised 12.11.19

TYPE OF EXPENSE	Appropriated Monies	Participation Fees	Gifts and Donations ¹	Grants (MJB Fiscal Agent)	Approval Who must approve any relevant expenses?	Notes
	1000 Fund	2000 Fund	2403 Fund	3000 Fund		
Salaries, Branch Employees	Yes	Yes	Yes	Yes		
Expenses, Branch Employees	Yes	Yes	Yes	Yes		
Salaries for non-branch employee team members	Yes	Yes	Yes	Yes	JDA	Need JDA approval
Contracts for professional services of non-branch employee team members	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Contracts for professional services of non-branch employee team members including probation, defense attorney, mental health providers, Certified Peer Support Specialists, law enforcement, or other essential team members that are non-MJB employees. Please review Minnesota Treatment Court Standard I (Team Composition).
Expenses for non-branch employee team members (Such as cell phone reimbursement, supplies, mileage, meals, etc)	Yes	Yes	Yes	Yes	JDA	Need JDA approval, in accordance with MJB travel policy
Travel/Training (both in state and out of state)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member	Yes	Yes	Yes	Yes	JDA	Need JDA approval through special expense form.
Meal during meetings/training for team members	Yes	Yes	Yes	Yes		Must adhere to the special expense policy 205(n) found on CourtNET.
Professional Memberships to National Association of Drug Court Professionals (NADCP)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member/volunteer	Yes	Yes	Yes	Yes		If the non-branch employee team member/volunteer is attending the NADCP National Conference, professional membership dues would be allowable to offset the conference registration fee
Training Workshops/Conferences offered by Districts or local jurisdictions that others are invited to attend.	Yes	Yes	Yes	Yes	STCC	Training Workshops/Conferences and a detailed listing of expenses must be approved by the State Treatment Court Coordinator. Eligible expenses include room rental, catering, AV equipment, presenters/trainers, and training materials.
Office Supplies/Equipment/Admin costs	Yes	Yes	Yes	Yes		
Drug/alcohol testing supplies and laboratory confirmation tests	Yes	Yes	Yes	Yes		Drug/alcohol testing supplies and laboratory confirmation tests including urine drug/alcohol testing cups and dips, oral fluid tests, sweat patches, hair follicle tests, laboratory confirmation testing, latex gloves or similar products needed to administer the drug/alcohol test, and contracts with vendors that administer drug/alcohol testing.
Electronic Home Monitoring Installation and daily fees	Yes	Yes	Yes	Yes		Must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants). The use of GPS on such devices requires a court order.
Alternate drug/alcohol testing devices (Soberlink SL2 devices, ocular scanners, fingerprint scanners, portable breath test devices, smart phone technology devices, etc.)	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Probation, law enforcement, or other entity must take all responsibility for the devices including ownership and maintenance. Proper Cooperative Agreements must be in place prior to purchasing the devices so all parties are aware of the responsibilities, liabilities, and exchange of funds to purchase the devices.
Graduation Recognition						
Cakes, desserts, and refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person, \$150 max per graduate
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person, \$150 max per graduate
Graduation Memento (including but not limited to frames for graduation certificates)	No	Yes	Yes+	Yes		Memento costs not to exceed \$50 per person
Team Member/Participant Activities and Events						
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes	STCC	Twice per year out of 2000 fund. Additional activities may be allowed through participant fees, gifts/donations and/or grant funds, but an Annual Plan outlining the schedule of activities must be submitted to and approved by the State Treatment Court Coordinator by May 1st prior to the upcoming fiscal year. Team Member/Participant Activity and Event examples include picnics/BBQ, special occasion party, and activities such as Kickball or Softball Tournaments. Cost per meal is not to exceed \$11 per person. Activity cost is not to exceed \$10 per person. Activity costs for active participants, graduates and rostered team members will be covered.
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Activity Costs	No	Yes	Yes+	Yes		Activity costs not to exceed \$10 per person
Specialty Court Anniversary Parties (5 Year increments)						
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Workbooks, brochures, pamphlets, diaries, journals, meditation books	Yes	Yes	Yes	Yes		

APPENDIX A (continued)

Brochures, pamphlets, or videos marketing the treatment court used for public outreach	Yes	Yes	Yes	Yes	
Sobriety Tokens/Medallions	Yes	Yes	Yes	Yes	
Bus Passes/Taxi Fare	Yes	Yes	Yes	Yes	To get to and from court related activities; Transportation vendors are allowable if bus/taxi are not available and paid directly to vendor
Incentives(\$50 max) See gift and incentive policy					
Retail Items	No	Yes	Yes	Yes	
Prepaid Cards	No	Yes	Yes	Yes	
Bus Passes	No	Yes	Yes	Yes	
Health Facility	No	Yes	Yes	Yes	
Treatment	No	No	No	No	
Cognitive Behavior Change Programs (i.e. Thinking for a Change, Driving with Care, Moral Reconciliation Therapy) Classes	Yes	Yes	Yes	Yes	STCC Cognitive Behavior Change Programs involve skills and instruction designed to alter the dysfunctional criminal thinking patterns exhibited by many defendants. Manualized programs of this type of intervention are led by trained facilitators in a group setting. These groups can be facilitated by the probation agent or contract providers. Does not include educational classes and/or wellness activities such as cooking, financial planning, and health/yoga. All Cognitive Behavior Change Program offerings must be approved by the State Treatment Court Coordinator prior to implementation.
Ignition Interlock Installation and Monthly Fees	No	Yes	Yes	Yes	Fees must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants).
Program Evaluation	Yes	Yes	Yes	Yes	Includes contracting with a third-party vendor to conduct a program evaluation of your local treatment court.
Greeting Cards (Graduation cards for graduates and Thank You cards for volunteers and mentors)	No	Yes	Yes	Yes	
Recovery Support Services**	No	No	No	No	See ** below and Appendix A included in written policy.
Gifts					
For Participants	No	No	No	No	
For Participant Family Member	No	No	No	No	
Flowers					
Sympathy	No	No	No	No	
Congratulations	No	No	No	No	
Loans or Financial Assistance	No	No	No	No	

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

¹ Yes+ donor must specify this type of expense. If donor specifies a purpose not permitted under Judicial Council policy, the Branch cannot accept the gift.

*Any form of grants or interagency agreements should follow the spending guidelines of the grant or interagency funding agreement. In the event of a conflict between the terms of the funding source and Judicial Council policy, the more restrictive shall apply. Funds designated for uses outside of Judicial Council policy will not be accepted.

**Recovery Support Services (as outlined in Appendix A and defined by the Bureau of Justice Assistance) are non-clinical services that assist individuals and families to recover and stabilize from substance use and mental health disorders. They include social support, linkage to and coordination among allied service providers, and a full range of human services that facilitate recovery and wellness contributing to an improved quality of life. These services can be provided to treatment court participants through grant funds and/or donations and gifts received, but the Minnesota Judicial Branch cannot be the fiscal agent on the grant or the recipient of the donation or gift. If you intend to provide these services as an enhancement to your program, a county/city/tribal entity or other allowable fiscal agent as outlined in the grant, must apply for and administer the grant and all of the Recovery Support Services.

Per a memorandum from Jeff Shorba dated May 23, 2019 that was distributed on June 10, 2019, treatment court grants received prior to March 1, 2019 can be spent in a manner enumerated by the grant until March 1, 2020 even if those expenditures do not comply with this policy. If the grant expires prior to March 1, 2020, any renewal of said grant must follow MJB policy. Current grants that are dated past March 1, 2020, must be amended to comply with MJB policy. Any new grant applications from May 23, 2019 forward must follow MJB/SCAO court financial policies.

STATE OF MINNESOTA

Michelle Ellefson, Third Judicial District Admin

Date: _____

State Court Administration

Date: _____

Meridith Socha
State Court Administration
Senior Legal Counsel

Date: _____

Encumbered by: _____

COUNTY OF WABASHA

By _____
Wabasha County Board Chair/Date

Approved as to form and execution:

Wabasha Co Attorney / Date

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

October 1, 2024

Agenda Item:

Approve Tobacco License Mazeppa BP

Requested Action:

Approval of renewal of Tobacco License Mazeppa BP

Fiscal Impact:

\$225.00 Application fee for renewal

Background/Recommendation:

Mazeppa BP has had a license to sell tobacco for several years. Recommend approval of the renewal of the license. The fee of \$225.00 has been collected along with their application.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-161

Whereas, The Mazeppa BP, LLC has applied for a renewal of their tobacco license and paid the license fee; and

Whereas, The Wabasha County Board of Commissioners has approved issuance of a tobacco license for the Mazeppa BP, LLC, effective for the period of 11/04/24 to 11/03/25; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Mazeppa BP, LLC is licensed to sell tobacco products according to Wabasha County Ordinance No.82.

Adopted this 1st day of October, 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 A

Date:

October 1, 2024

Agenda Item:

Wabasha County Libraries Annual Report

Requested Action:

Libraries that receive funding from Wabasha County would like to provide a short presentation and answer any questions about happenings in our libraries over the past year.

Fiscal Impact:

Informational Only

Background/Recommendation:

Our Annual Report has been included with this agenda request.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required: X

Wabasha County Board of Commissioners

Resolution No.: 2024-162

Whereas, Nina Bush owner of parcel 20.00040.00 a homestead residential property located at 85 1st Ave S, Hammond MN 55991, 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 fire January 3, 2024.

Now therefore be it resolved that Wabasha County Board of Commissioners hereby approves a reduction in the 2024 property tax is granted on parcel 20.00040.00 based on the information given.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Wabasha County Libraries Presentation | 2024

SELCO distributes 100% of Wabasha County funding to Libraries.



Each Library has a local board appointed by city officials that directs spending. Each distributes county funds for:

MATERIALS

We circulated
209,134
books, movies, & CDs
in 2023

PROGRAMS

We offered
880
free-to-attend events in
2023

INTERNET ACCESS

We totaled
11,573
in-house WiFi sessions
in 2023



The remainder serves local communities in unique ways:

Lake City Public Library Brigette Rol, Library Director

- Programs on a wide array of topics to meet varying community needs
- Meeting space available to individuals, community groups, and organizations
- Unique circulating items such as puzzles, games, and educational kits

Wabasha Public Library Bev Hall, Library Director

- Community-driven programming to offer a broad range of topics
- Young at Heart book club to bring community together for conversation
- Ancestry Library Edition access for genealogy enthusiasts

Plainview Public Library Alice Henderson, Library Director

- Delivery of materials to persons who have difficulties coming to the library
- Outdoor pick-up locker for 24/7 access to library materials
- GED test support for persons pursuing their H.S. equivalency

Zumbrota Public Library James Hill, Library Director

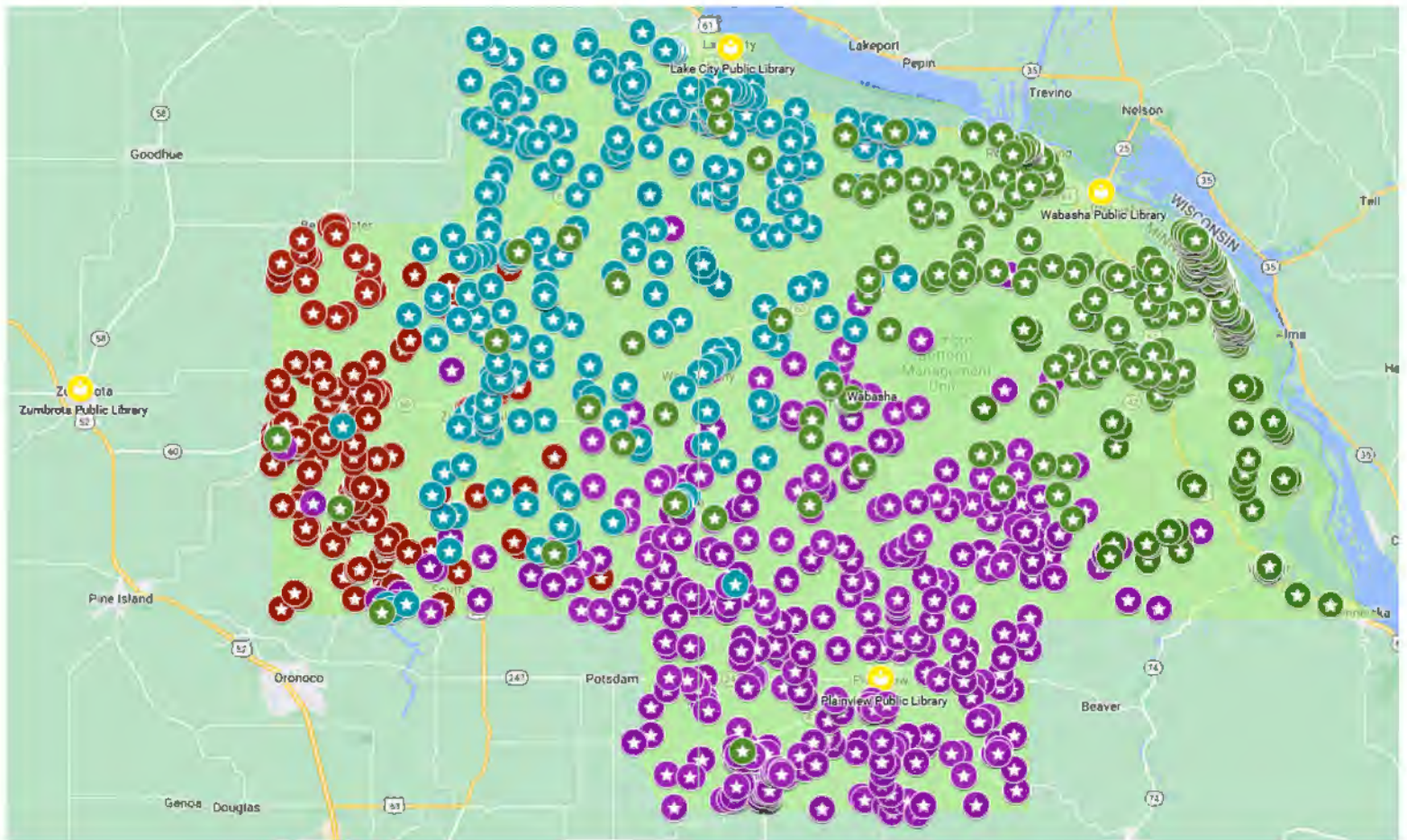
- Wide range of programming for children and teens
- Generous weekend hours for improved library access
- Toniebox audio players to develop children's language skills and attention

Wabasha County Libraries Presentation | 2024

County Resident Map

There are 3043 rural households in Wabasha County registered at our libraries. This excludes households within the limits of cities that have a public library building. Those residents are taxed for library services through their city levies.

- 612 Registered in Lake City
- 813 Registered in Wabasha
- 1147 Registered in Plainview
- 471 Registered in Zumbrota



Distribution of County Funds

In 2025, Wabasha County Libraries will receive \$180,323 in county funding. Funds will be distributed to libraries via a formula based on rural library use.

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

October 1, 2024

Agenda Item:

Local option abatement for property taxes

Requested Action:

On January 3, 2024, Nina Bush’s property was damaged due to a fire in the garage. Her 2000 Chevy Malibu caught fire while parked in the garage. She called 911 and by the time the firefighters got there the garage was completely consumed and fire spread to the storage shed and was completely consumed by fire also. The camper 10 yards from the garage was melted from the inside and the siding on the west side of the house was completely melted and needs to be pulled and replaced. She is still living in the house because the only damage to the house was some of the siding. Her property is in a Confession of Judgement due to tax forfeiture in 2019. She has to pay her current property taxes and her confession of judgement payment by 12/31 of each year or she would go back into tax forfeiture. She is on her 6th year and the confession of judgement runs 10 years. She still owes 2nd half of 2024 property taxes of \$566.00 and her confession of judgment payment of \$339.35 that are due by 12/31/24. Ms. Bush has provided an application for local option disaster Abatement dated 9/4/24 and supporting documentation to the assessor’s office. The total reduction amount would be \$248.00

Fiscal Impact:

The abatement would only be on the structure itself and not on the land.

Background/Recommendation:

The board has traditionally approved this type of abatement but with the exception of her property being in a confession of judgement we have never had an abatement on a parcel that is part of a confession of judgement.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-163

Whereas, the legislature of the State of Minnesota requires County Designated Employees to participate in control programs for invasive plant species in accordance to Minn. Stat. 18.81 (1b) (4); and

Whereas, Minnesota counties recognize the need to plan for efficient management and spread prevention of Noxious Weeds on the Prohibited Control list under Minn Stat. 18.771(c); and

Whereas, Wabasha County recognizes the need to protect its land and water resources from the threat of Noxious Weeds.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners hereby approves the proposal project as presented by the County Designated Employee to apply for the FY25 Minnesota Department of Agriculture Noxious Weed and Invasive Plant Grant to use biological control to treat areas of Purple Loosestrife in Wabasha County.

Adopted this 1st day of October, 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:

October 1, 2024

Agenda Item:

2025 Noxious Weed Grant Application Project Proposal

Requested Action:

Approve the 2025 Noxious Weed Grant Project Proposal as presented by the County Designated Employee, to apply for the Minnesota Department of Agriculture FY25 Noxious Weed and Invasive Plant Grant for biological control of Purple Loosestrife within Wabasha County.

Fiscal Impact:

None

Background/Recommendation:

This project seeks to address areas of Purple Loosestrife within Wabasha County through the use of biological control. Purple Loosestrife is listed as a Prohibited Control species by the Minnesota Department of Agriculture; this means that it must be controlled on all lands within the state and efforts must be made to prevent seed maturation and dispersal of plants into new areas. Controlling the spread of Purple Loosestrife is imperative to protecting native fish, wildlife, and plant habitat in wetlands and along banks of the rivers and streams within Wabasha County. The six target areas will focus on a combination of sites that have been established for several years and have been unsuccessfully eradicated, as well as newly identified locations in the County within the past two years. The release of Purple Loosestrife beetles for biological control of Purple Loosestrife will not only aid in the efforts to eradicate current plant sites, but act as a rapid response and preventative measure towards any new infestations that may try and take hold.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Project Justification:

This project seeks to address areas of Purple Loosestrife within Wabasha County. The target areas will focus on a combination of sites that have been established for several years and have been unsuccessfully eradicated, as well as newly identified locations within the County within the past two years. Wabasha County staff, along with Minnesota DNR and USFWS, have documented an area encompassing approximately two acres in total across Wabasha County within the last seven years that have been infested with Purple Loosestrife plants according to data submitted and reviewed by EDDMapS reports. This project seeks to address approximately half, or one acre, of this area across six target sites on Wabasha County and State of Minnesota owned land through the release of defoliating beetles (*Galerucella californiensis*) for biological control.

Benefits this project will ensue are abundant. Controlling the spread of Purple Loosestrife is imperative to protecting native fish, wildlife, and plant habitat in wetlands and along banks of the rivers and streams within Wabasha County. Previous attempts by the Minnesota DNR and USFWS to treat Purple Loosestrife at a few of the target sites have been unsuccessful; in two instances, it has been recommended to try biological control with beetles as chemical control treatments for 10 years has not diminished or eradicated the sites. Newly discovered sites in the last two years are also the target of this project. This is in effort to reduce the potential for further spread and eradicate the plants in their early stage of establishment.

The release of Purple Loosestrife beetles for biological control of Purple Loosestrife will not only aid in the efforts to eradicate current plant sites, but act as a rapid response and preventative measure towards any new infestations that may try and take hold. Purple Loosestrife beetles can be used on a variety of site types, including sites with as few as 20 plants. The effectiveness of beetle release expands beyond the initial release sites. Once a reproducing population is established and have successfully limited the abundance of Purple Loosestrife in one area, the beetles disperse to sites with higher abundance of the plant and re-establish themselves naturally, ultimately limiting Purple Loosestrife sites across the landscape that can extend up to 12 miles away from their original release site (MN DNR, 2023).

Objectives and Deliverables:

Objective 1 – By December 31, 2025 have directly treated six sites of Purple Loosestrife encompassing approximately one acre of land with the release of Purple Loosestrife Beetles (*Galerucella californiensis*).

Objective 2 – Continue to observe and document progress via photos at the six release sites for successful Purple Loosestrife management with the end goal being eradication.

Objective 3 – Using this biological control to establish a prevention and rapid response method in the event new infestations of Purple Loosestrife present themselves within Wabasha County.

Work Plan:

1. **Kayla Haberkorn, Wabasha County – County Designated Employee (by May 31st, 2025).** Will reconfirm the six infestation locations and determine an exact location for Purple Loosestrife Beetles to be released onto plants.
2. **Kayla Haberkorn, Wabasha County – County Designated Employee (by June 30st, 2025).** Will order Purple Loosestrife defoliating beetles, *Galerucella californiensis*, from Integrated Weed Control located in Bozeman, Montana to release onto Purple Loosestrife plants at the six designated locations within Wabasha County.
3. **Kayla Haberkorn, Wabasha County – County Designated Employee (by July 31st, 2025).** Will release the Purple Loosestrife Beetles at the six locations described within Wabasha County. In addition, report to EDDMaps and complete the MN DNR Purple Loosestrife: Biological Control release survey.
4. **Kayla Haberkorn, Wabasha County – County Designated Employee (by October 31st, 2025).** Will revisit the release sites to collect data on the effectiveness of the treatment and to take photos to document progress.
5. **Kayla Haberkorn, Wabasha County – County Designated Employee (by December 31st, 2025).** Will submit invoices for reimbursement and final report to MDA as well as submit treatment records to EDDMapS and any other necessary agency.

Budget Narrative:

The grant request for \$3000.00 is broken down as follows. The funds for this project will initially be extracted from the Wabasha County Conservation/Natural Resource account.

Personnel: There will only be one staff member working on this project. As described in the work plan, the County Designated Employee (CDE) will travel to the six release sites a total of three times throughout the course of the project; first to determine the exact location for the Purple Loosestrife beetles to be released at each site, second to release the beetles, and lastly to collect data on the effectiveness of the treatment and to take photos to document progress. The drive time to each site was determined using Google Maps and site coordinates provided by EDDMapS from the Wabasha County Office building located at 625 Jefferson Ave. Wabasha, MN 55981. It was estimated that each site visit would be approximately 30 minutes in length. The total time for each site was calculated by taking the site time x number of visits + drive time x number of visits. For example, for site #11369627:

$$\begin{aligned} &30 \text{ minutes at the site} \times 3 \text{ visits} = 90 \text{ minutes} \\ &+ \\ &3 \text{ visits} \times 44 \text{ minutes of drive time} = 132 \text{ minutes} \\ &= 222 \text{ minutes total time spent at site} \end{aligned}$$

Wage per hour was determined by the Wabasha County Courthouse AFSCME Union Contract hourly wage schedule for the appropriate position and grade information correlating to the staff member at the time this project would take place. Total wage per hour for each site can be determined by taking the total time in minutes divided by 60 to find the hourly conversion and multiply that by the given wage. For example, for site #11369627:

$$222 \text{ total minutes} / 60 \text{ minutes} = 3.7 \times \$27.1397 = \$100.42$$

Additionally, ordering and correspondence with the company time was estimated to be 30 minutes for the project. An additional 120 minutes was added to compensate for administrative time in the office regarding the project.

These figures as depicted in the table below can be applied to each site and added up to reach the total wage value that will be associate with the project of \$605.21.

Task	Frequency	Drive Time (min)	Office/Site Time (min)	Total Time (min)	Wage (per hour)	Total Cost
Site Visit 11369627	3	44	30 min per visit	222 min	\$27.1397	\$100.42
Site Visit 5087434	3	36	30 min per visit	198 min		\$89.56
Site Visit 5087435	3	38	30 min per visit	204 min		\$92.27
Site Visit 5087436	3	42	30 min per visit	216 min		\$97.70
Site Visit 12008250	3	26	30 min per visit	168 min		\$75.99
Site Visit 11541552	3	30	30 min per visit	180 min		\$81.42
Order PL Beetles	-	-	30 min	30 min		\$13.57
Admin Time	-	-	120 min	120 min		\$54.28
Total				1338 min		\$605.21

*Office/Site times are approximate.

Treatment: This section is designated for the cost of purchasing the Purple Loosestrife beetles. Purple Loosestrife defoliating beetles, *Galerucella californiensis*, will be purchased from Integrated Weed Control located in Bozeman, Montana. Each of the beetle orders has a quantity of approximately 105 beetles. There are six release sites, two of the release sites are larger and will require two batches of beetles in order to better ensure a successful population establishment. As a result of this, eight total batches of beetles will need to be ordered for this project. Each batch of beetles for release costs \$150. In addition, overnight shipping is required to ensure viability of the beetles; overnight shipping from Bozeman, Montana is expensive. With information from the USPS website, I have estimated overnight shipping to be \$105 per release. It is unclear if multiple releases are able to be sent together, therefore I have budgeted for each release to be shipped separately. Total cost estimate for purchase and shipping the beetles can be seen below:

$$\$150 \text{ per release} + \$105 \text{ per release overnight shipping} = \$255 \times 8 \text{ total releases} = \$2040.00$$

In-State Travel:

In-state travel was calculated for the project as follows. Mileage to and from each release site was calculated using Google Maps and coordinates listed in the EDDMapS reports from the Wabasha County Office building located at 625 Jefferson Ave. Wabasha, MN 55981. As previously stated in the work plan, each site will be visited three times throughout the course of the project. Cost per mile is \$0.67. Total mileage cost per site can be determined by taking mileage to location and back to Wabasha multiplied by the number of trips to get the total miles for the site for the duration of the project, multiplied by \$0.67 to get the cost. An example for site 11369627 is as follows:

$$41 \text{ miles} \times 3 \text{ trips} = 123 \text{ miles}$$

$$123 \text{ miles} \times \$0.67 = \$82.41$$

These figures as depicted in the table below can be applied to each site and added up to reach the estimated total cost of travel for the duration of the project to be \$347.72.

Site (EDDMapS #)	Mileage to location & back to Wabasha	Number of Trips	Total Miles	Cost (\$0.67 per mile)
11369627	41	3	123	\$82.41
5087434	30	3	90	\$60.30
5087435	30.4	3	91.2	\$61.10
5087436	31	3	93	\$62.31
12008250	17.4	3	52.2	\$34.97
11541552	23.2	3	69.6	\$46.63
TOTAL	173	18	519	\$347.72

Budget Table:

Category	Grant Request
Personnel – number of hours @ wage rate	\$605.21
Equipment, supplies, herbicides, treatment, etc.	\$2040.00
In-state travel (mileage rate, per diem)	\$347.72
Other (specify what expense is for)	\$0
Total	\$2992.93

Resources:

MN DNR. (2023, March 2). *Purple Loosestrife Control: Biological*. Minnesota Department of Natural Resources. <https://www.dnr.state.mn.us/invasives/aquaticplants/purpleloosestrife/biocontrol.html>

2025 Application for Noxious Weed Grant Project Proposal

KAYLA HABERKORN

WABASHA COUNTY ENVIRONMENTAL RESOURCE TECHNICIAN

Target Species – Purple Loosestrife

➤ Legal Status: Prohibited Control

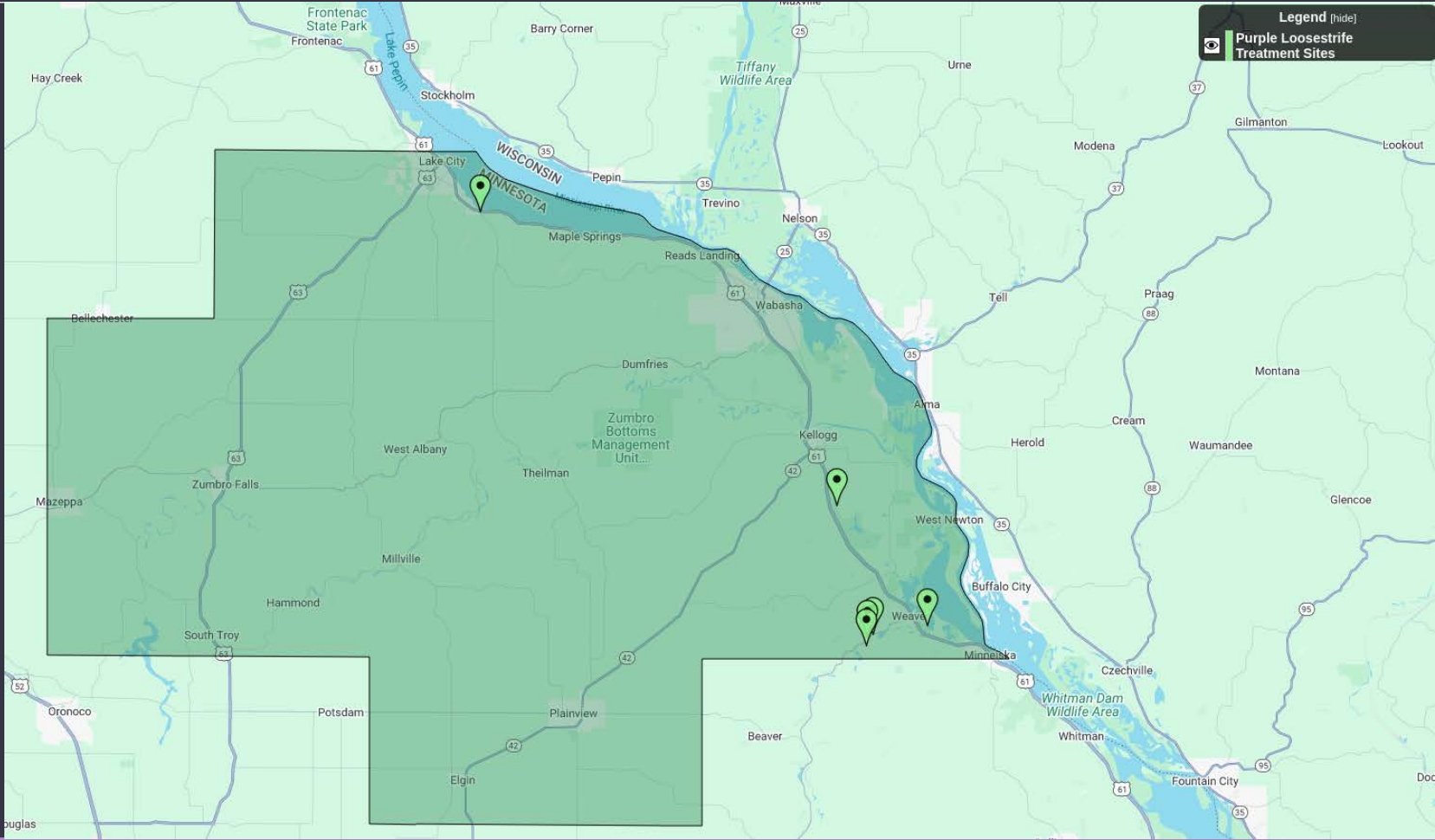
- Noxious weeds that must be controlled on all lands within the state.
- Efforts must be made to prevent seed maturation and dispersal of plants into new areas. Additionally, no transportation, propagation, or sale of these plants is allowed. Failure to comply may result in enforcement action by the county or local municipality.

➤ Purple loosestrife aggressively invades lakes, rivers, and wetlands, creates large monocultures, and significantly decreases the biological diversity of native plant and wildlife populations.

- Dense root systems change the hydrology of the wetlands they invade.



Planned Treatment Locations in the County



Treatment

Biological Control – Purple Loosestrife Beetles

- Prior to the introduction of purple loosestrife biological control agents into the United States, intensive testing was conducted to ensure that safe and effective agents were selected.
 - The long-term objective of biological control → reduce the abundance of purple loosestrife in wetland habitats throughout Minnesota.
 - These leaf-eating beetles seriously affect growth and seed production by feeding on the leaves and new shoot growth of purple loosestrife plants
- When leaf-eating beetles successfully limit the abundance of a purple-loosestrife infestation, the beetles disperse to sites with higher abundances of the plant.
 - Beetles have been found on unmanaged purple loosestrife infestations more than 12 miles away from where they were originally released (MNDNR, 2023).



Before biocontrol insects released: Purple loosestrife infested wetland near Winona, MN, 1987.



After biocontrol insects released: Defoliated purple loosestrife wetland near Winona, MN, 2000.



Galerucella californiensis

Loosestrife Beetles

- 2022 Dug loosestrife and raised beetles at Cochrane Fountain City High School
 - Saw lots of larvae, then plants dried out
 - Released plants (hopefully with lots of larvae)
- Checked release sites end of June 2023
 - Not much damage, few beetles, some larvae
- Probably will not be doing any monitoring in 2024



Purple Loosestrife Beetles



Created by biologist Jennifer Froehly
Upper Mississippi River National Wildlife Refuge- Winona District.
The USFWS makes no warranty for use of this map and cannot be held liable for actions

0 0.39 0.79 1.57 2.35 3.14
Miles
0 0.8 1.6 3.2 4.8 6.4
Kilometers

Path: H:\R3 Management
actions\R3 Management
actions.aprx
Date Saved: 10/6/2022
Base Map: ERSI Topo



Budget

TREATMENT COST

- ❖ \$150 per release + overnight shipping cost
- ❖ 6 release sites
 - ❖ 2 of the locations will need 2 batches of beetles
- ❖ 8 total releases needed = \$1200 + overnight shipping cost
- ❖ Estimated overnight shipping cost = \$105 per release

❖ **Total = 2,040.00**

OTHER EXPENSES

❖ Mileage

Site (EDDMapS #)	Mileage to location & back to Wabasha	Number of Trips	Total Miles	Cost (.67 per mile)
11369627	41	3	123	\$82.41
5087434	30	3	90	\$60.30
5087435	30.4	3	91.2	\$61.10
5087436	31	3	93	\$62.31
12008250	17.4	3	52.2	\$34.97
11541552	23.2	3	69.6	\$46.63
TOTAL	173	18	519	\$347.72

❖ Wage/Time

Task	Frequency	Drive Time (min)	Office/Site Time (min)	Total Time	Wage (per hour)	Total Cost
Site Visit 11369627	3	44	30 min per visit	222 min	\$27.1397	\$100.42
Site Visit 5087434	3	36	30 min per visit	198 min		\$89.56
Site Visit 5087435	3	38	30 min per visit	204 min		\$92.27
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Order PL Beetles	-	-	30 min	30 min		\$13.57
Admin Time	-	-	120 min	120 min		\$54.28
Total				1338 min		\$605.21

Budget continued

□ Grant Request - \$3000.00

Category	Grant Request
Personnel – number of hours @ wage rate	\$605.21
Equipment, tools, supplies, herbicides, etc.	\$2040.00
In-state travel (mileage rate, per diem)	\$347.72
Other (specify what expense is for)	
Total	\$2992.93

Questions?



Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

October 1, 2024

Agenda Item:

Todd & Cheryl Jackson CUP request

Requested Action:

To consider approval of a Conditional Use Permit with two (2) conditions as recommended by the Planning Commission.

Fiscal Impact:

None.

Background/Recommendation:

On August 14, 2024 a complete application for a Conditional Use Permit was submitted by Todd and Cheryl Jackson to transfer dwelling density from Wabasha County parcel 16.00046.00 to Wabasha County parcel 16.00046.03. The subject properties are located in Section 9, Township 110 North, Range 12 West, of West Albany Township. The parcels in question are both zoned Agricultural Protection District (A-1) wherein dwelling density transfers are permissible by way of a conditional use permit (CUP) under Chapter 4.03 and 4.04 of the Wabasha County Zoning District. The Planning Commission conducted a public hearing on September 23, 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 two (2) conditions as follows:

1. A Conditional Use Permit is issued to allow for the transfer of one dwelling unit density from parcel R16.0046.00 to 16.00046.03.
2. A deed restriction of 80 acres that prohibits the construction of any dwelling shall be recorded on parcel R16.00046.00 where the dwelling density was derived from.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2024-164

Whereas, Todd & Cheryl Jackson submitted a conditional use permit application requesting to transfer dwelling density from Wabasha County parcel 16.00046.00 to Wabasha County parcel 16.00046.03. The subject properties are located in Section 9, Township 110 North, Range 12 West, of West Albany Township.

Whereas, The Wabasha County Planning Commission conducted a public hearing on September 23, 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 two (2) 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 application requesting to transfer dwelling density from Wabasha County parcel 16.00046.00 to Wabasha County parcel 16.00046.03 with two (2) conditions:

1. A Conditional Use Permit is issued to allow for the transfer of one dwelling unit density from parcel R16.0046.00 to 16.00046.03.
2. A deed restriction of 80 acres that prohibits the construction of any dwelling shall be recorded on parcel R16.00046.00 where the dwelling density was derived from.

Adopted this 1st day of October, 2024 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its 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: Todd & Cheryl Jackson CUP request
Date: September 10, 2024

Background: On August 14, 2024 a complete application for a Conditional Use Permit was submitted by Todd and Cheryl Jackson to transfer dwelling density from Wabasha County parcel 16.00046.00 to Wabasha County parcel 16.00046.03. The subject properties are located in Section 9, Township 110 North, Range 12 West, of West Albany Township. The parcels in question are both zoned Agricultural Protection District (A-1) wherein dwelling density transfers are permissible by way of a conditional use permit (CUP) under Chapter 4.03 and 4.04 of the Wabasha County Zoning District.

The applicants are requesting to transfer the dwelling density of Wabasha County parcel R16.00046.00 to Wabasha County Parcel 16.00046.03. Both parcels belong to the Jackson's under common ownership. Currently neither of the two parcels has a dwelling on it.

According to Chapter 4.04 (4):

Dwelling density may be transferred to contiguous property under common ownership provided that any resulting residential development meets the minimum requirements of this Ordinance, the Subdivision Ordinance and all

other applicable codes and ordinances. In no case shall the use of entitlement transfers be used to increase the residential density in the A-1 district. Any transfer that results in the development of two (2) or more residential lots from one parcel shall require the issuance of a Conditional Use Permit. Also, a deed restriction to limit any additional dwellings shall be recorded on the tract(s) of land from which the dwelling density was transferred.

In 2009 R16.00046.06 was split from 16.00046.03 by the previous land owner. As a result, 65 acres of what is now parcel R16.00046.03 was deed restricted per the dwelling density requirements of the A-1 District. The applicant is proposing removing the 65 acres of deed restriction from R16.00046.03 to R16.00046.00. Moving a deed restriction does not require a CUP, but it does require that the requisite amount of acreage be deed restricted on an adjacent parcel, commonly owned parcel.

In order to transfer the dwelling density from R16.00046.00 to R16.00046.03 80 acres must be deed restricted on R16.00046.00. This is because the dwelling density for the A-1 District requires 80 acres for each dwelling unit [Chapter 4.04 (1)]. The applicant has also proposed splitting approximately 15 acres off of R1600046.03 which would require another deed restriction of 65 acres per Chapter 4.05 (2). Splitting a parcel also does not require a CUP and can be accomplished administratively. In total, the proposed action would require 210 acres to be deed restricted. Based on the parcels involved and their respective acreage, there are not enough acres available to accomplish the required deed restrictions. An alternative would be to only partially undo the deed restriction on R16.00046.03. There are no provisions in the Ordinance which state that a deed restriction cannot be partially undone and relocated to another commonly owned, adjacent parcel.

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 purpose of this district is to maintain, conserve and enhance agricultural lands that have been historically valuable for crop production, pastureland, and natural habitat for plant and animal life. This district is intended to encourage long-term agricultural uses; preserve prime or productive agricultural farmland, forest lands and natural resources; and stabilizing public expenditures for public services by restricting the location and density of non-farm dwellings and other non-farm land uses. Residential development may be allowed in this District at an overall density not to exceed 1 dwelling per 80 acres (or half quarter section).

Dwelling density transfers are allowable through a conditional use permit in the A-1 District. They do, however, require that a deed restriction be placed on the parcel that the dwelling unit density was derived from.

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 because it would follow the requirements as put forth in the ordinance. The surrounding area is predominantly used for agriculture with a few registered feedlots located within approximately ¼ mile of the involved parcels.**

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

R16.00046.03 is accessed via a drive that connects to 670th Street. At this time no use other than placing a dwelling on R16.00046.03 has been proposed. Any dwellings to be placed on the property would have to meet all requirements of the Zoning Ordinance.

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

At this time no use other than placing a dwelling on R16.00046.03 has been proposed. It is unlikely that a singular dwelling would pose any parking related nuisances.

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. **If or when a dwelling is placed on the property, use of the drive would be only residential in nature. It is unlikely that a drive used only for residential purposes would**

create a significant amount of dust. Fumes and vibration would likely not be a nuisance concern. 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. **It is unlikely that if all the requirements regarding the use and conditions given in a CUP are followed that the public's health, safety, or welfare would be impacted negatively given the purposed use is for a residential dwelling.**

Staff Recommendation and Suggested Conditions for Approval:

A dwelling density transfer is allowed in the A-1 District as a conditional use. Land splits and the relocation of a deed restriction to an adjacent commonly owned parcel are permitted uses and do not require a CUP and can be achieved through an administrative process. The applicant should plan the split and the relocation of the existing deed restriction in such a way as to not exceed the amount of available land to be deed restricted. Staff recommends approval of the CUP to transfer the dwelling density as proposed.

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. A Conditional Use Permit is issued to allow for the transfer of one dwelling unit density from parcel R16.0046.00 to 16.00046.03.
2. A deed restriction of 80 acres that prohibits the construction of any dwelling shall be recorded on parcel R16.00046.00 where the dwelling density was derived from.

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.