

Wabasha County
Board of Commissioners
Meeting Agenda
September 04, 2018
9:00 a.m.

Agenda Item:

- 1.0 **Call to Order**
 - Please be respectful and turn off all cell phones and pagers during the Board meeting.
- 2.0 **Pledge of Allegiance**
- 3.0 **Roll Call** (Goihl, Hall, Key, Springer, Wobbe)
- 4.0 **Approve Agenda**
- 5.0 **Staff Updates**
- 6.0 **Administrator Update**
- A. Anniversaries:
 - Chris Binner, Social Services – 5 Years of Service
 - Blaine Hentz, Sheriff's Office – 30 Years of Service
 - Katie Streveler, Administration – 5 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: August 21, 2017
- B. Claims
- C. Meal Vouchers
- D. Per Diems
- E. **Donations:** Approve and Accept a Donation of 5 Carry-On Luggage, 9 Backpacks, 11 Oversized Bags/Purses, 2 Knapsack Style Bags, 7 Small Duffel Bags, and 2 Oversized Duffel Bags to Social Services by Workers at Mayo Clinic
- F. **Donations:** Approve and Accept Donations for Youth Link Mentorship Program in the amount of \$300.00 from Burkhardt-Roemer VFW Post 4086
- G. **Administration:** Approve the Replacement of Doors at Old County Courthouse (2018-139)
- H. **Administration:** Housing Trust Fund Guideline Committee Appointment (2018-140)
- I. **Finance:** Approve Ratification of MnCCC Maintenance & Support Agreement with Trimmin (2018-141)
- J. **Finance:** Approve the Purchase of A Copier and Dispose of Current One (2018-142)
- K. **Highway:** Approve Authorization of the Wabasha County Highway Engineer to Advertise for Bids for SAP 079-604-051 Reconstruction of CSAH 4 from Approximately CSAH 13 to MN Hwy 60 (2018-143)
- L. **Sheriff:** Approve Disposal of a 2007 Dodge Grand Caravan Squad #10413, VIN #2D4GP44L37R221715 (2018-144)

10.0 **Action/Discussion Items**

- A. Administration: Approve Payment of all Licensure Renewals and Certifications if that Licensure or Certification is Required to Engage in a Profession or is Required for the Job or Position (2018-145)
- B. **Administration:** Approve Increase in Meal Reimbursement Rates (2018-146)
- C. **A/T:** Approve New Intoxicating Liquor License – On Sale, Off Sale and Sunday to The Pondy LLC in Mazeppa Township (2018-147)
- D. **Highway:** Approve Adoption of Setting a Public Hearing Date on Imposition of Aggregate Production Tax (2018-148)
- E. **Public Health:** Approve Adoption of Setting a Public Hearing for Revision to County Tobacco Ordinance for October 2, 2018 at 9:15 am (2018-149)
- F. **Zoning:** Approve the Denial of Mark and Gary Leitzen Rezone Request as Recommended by the Planning Commission (2018-150)

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, AUGUST 21, 2018

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, August 21, 2018 at 9:00 a.m.

08/21/18

The meeting was called to order by Board Chairperson Goihl.

CALL TO ORDER

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

ROLL CALL

SPRINGER-KEY

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

- Denise Anderson – Primary Election Results
- Shawn Gerken – GIS Update

GOIHL-HALL

ADMINISTRATOR UPDATES

Motion to approve the consent agenda including the following:

Minutes: August 07, 2018

Claims

Meal Vouchers

Per Diems

Donations

APPROVE CONSENT AGENDA

SPRINGER-KEY

Resolution No.: 2018-135

Whereas, Project CP 79-18-6020 – Application of Chloride Solution with any and/or all Supplemental Agreements, Change Orders or Work Orders, has been completed.

RES 2018-135:
APPROVED
FINAL
PAYMENT TO
NORTHERN
SALT INC. FOR
COMPLETION
OF PROJECT CP
79-18-6020

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Northern Salt Inc. in the amount of \$3779.09.

Adopted Unanimously

SPRINGER-GOIHL

Resolution No.: 2018-136

Lake Zumbro Funding Request

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

RES 2018-136:
APPROVED
LAKE ZUMBRO
FUNDING
REQUEST

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

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

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

Adopted Unanimously

SPRINGER-WOBBE

Resolution No.: 2018-137

Maintenance Agreements with Cities for 2019 (Option A)

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

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

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

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

Adopted Unanimously

WOBBE-HALL

Resolution No.: 2018-138

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

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

Adopted Unanimously

RES 2018-137:
APPROVED
MAINTENANCE
AGREEMENTS
WITH CITIES
FOR 2019

RES 2018-138:
APPROVED
SIGN REQUEST
FOR
CONCEPTION
CHURCH

Commissioners reported on meetings they attended

COMMISSIONER
REPORTS

HALL-KEY

BOARD
CONCERNS

Recess to SEMMCHRA Housing Trust Workshop and Township Officer Meeting

Adopted Unanimously

RECESS TO
SEMMCHRA
HOUSING
TRUST
WORKSHOP
AND TOWNSHIP
OFFICER
MEETING

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Brian Goihl, County Board Chair

ATTEST:

BY: _____
Michael P. Plante, County Administrator

**WABASHA COUNTY
BOARD MEETING
4-Sep-18**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
8/28/2018		40026 - 40031	\$ 1,906.22
8/28/2018	4945 - 4958	40032 - 40066	\$ 191,484.15
8/28/2018		40067 - 40071	\$ 6,232.47
8/28/2018		40134 - 40135	\$ 459.25
8/28/2018	4992 - 5011	40136 - 40165	\$ 527,321.48

TOTAL AUDITOR'S WARRANTS

\$ 727,403.57

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Wagner, Jeff	7/20/2018	\$ 15.00
Dondlinger, Brittany	8/18/2018	\$ 10.00
Frantz, Nicole	08/07/18 - 08/13/18	\$ 26.63
Resech, Gwen	8/15/2018	\$ 10.00
Bergner, Tisha	8/15/2018	\$ 3.89
Huth, Shawn	8/14/2018	\$ 10.00

TOTAL MEAL VOUCHERS

\$ 75.52

TAXABLE UNIFORM ALLOWANCE

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

**WABASHA COUNTY
BOARD MEETING
4-Sep-18**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Goihl, Brian			<u>\$ -</u>
Hall, Rich	08/21/18	HUMAN SERVICES MEETING	50.00
			<u>\$ 50.00</u>
Key, Cheryl	08/21/18	HUMAN SERVICES MEETING	50.00
			<u>\$ 50.00</u>
Springer, Don			<u>\$ -</u>
Wobbe, Mike	08/21/18	HUMAN SERVICES MEETING	50.00
			<u>\$ 50.00</u>
TOTAL PER DIEMS REQUESTED			<u>\$ 150.00</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

DONATION
Board of Commissioners
Wabasha County

Date: August 20, 2018

Agenda Item Number: 9.0 E

Agenda Item:

Accepting book bags, backpacks, and luggage.

Requested Action:

Approval of donated items to the Social Services Unit.

Fiscal Impact:

A donation of 5 carry-on/ luggage, 9 backpacks, 11 oversized bags/purses, 2 knapsack style bags, 7 small duffel bags, and 2 oversized duffel bags was accepted by the Social Services Unit. The approximately fiscal impact on the county is \$550.

Background/Recommendation:

On July 16, 2018, Wabasha County Social Services was approached by a community member who expressed an interest in donating luggage items for children and families served by Social Services. These items were donated to the Agency by workers at Mayo Clinic. The donated luggage items were accepted on August 16, 2018. Several of the donated items were provided to children and families served by Wabasha County on Friday, August 17, 2018. The rest of the donated items will be provided to those served by Social Services on an ongoing basis.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

DONATION
Board of Commissioners
Wabasha County

Date: 9-4-18

Agenda Item Number: 9.0 F

Agenda Item:

Accept Donations for Youth Link Mentorship Program

Requested Action:

Approve and accept Donations for Youth Link Mentorship Program from: Burkhardt-Roemer VFW Post 4086

Fiscal Impact:

Donations will help maintain the program's activity fund

Background/Recommendation:

The following donations were received for the Youth Link Mentorship Program – \$300.00 Burkhardt-Roemer VFW Post 4086

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

9/4/18

Agenda Item:

Approval to Replace Doors at Old County Courthouse

Requested Action:

Fiscal Impact:

Background/Recommendation:

Currently the County has approximately \$26,000 set aside for the replacement of doors at the Old Courthouse with another \$30,000 available for security enhancements. Authorization is being requested to have the doors replaced at the Old Courthouse and if funds are available to have an electronic access control added as well. The doors that would be installed will also be ADA compliant.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

WABASHA COUNTY BOARD OF COMMISSONERS

Old Courthouse Door Replacement

Resolution No. 2018-139

WHEREAS, Currently the County has approximately \$26,000 set aside for the replacement of doors at the Old Courthouse with another \$30,000 available for security enhancements; and

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners that the County Administrator, or his designee, is authorized to spend up to \$40,000 to replace the doors and have an electronic access control installed as well should funding be available.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl, Its Board Chair

Attest:

By: _____
Michael Plante, Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

9/4/18

Agenda Item:

Housing Trust Fund Guideline Committee Appointment

Requested Action:

Fiscal Impact:

Background/Recommendation:

On August 21, 2018 the Wabasha County Board of Commissioners met to receive additional information regarding the possibility of establishing a Housing Trust Fund (“Trust”) for the County. As part of that process it was determined that the first step in pursuing this option would be to establish a committee in consultation with SEMMCHRA to help establish the guidelines for the potential Trust. This resolution both signifies the intent of the County to pursue establishing a Trust and would appoint two (2) commissioners to serve on the committee that would be utilized to establish the guidelines for the Trust.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

WABASHA COUNTY BOARD OF COMMISSONERS

Housing Trust Fund Guideline Committee Appointment
Resolution No. 2018-140

WHEREAS, On August 21, 2018 the Wabasha County Board of Commissioners met to receive additional information regarding the possibility of establishing a Housing Trust Fund (“Trust”) for the County; and

WHEREAS, As part of that process it was determined that the first step in pursuing this option would be to establish a committee in consultation with SEMMCHRA to help establish the guidelines for the potential Trust; and

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners that the County declares its intention to establish a Housing Trust within the County at a future date. To aid in the establishment of the referenced Trust the County Appoints Commissioners _____ to serve on a committee to establish the guidelines for the Trust.

Adopted this 4th day of September 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl, Its Board Chair

Attest:

By: _____
Michael Plante, Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 I

Date:

September 4, 2018

Agenda Item:

Ratification of MnCCC Maintenance & Support Agreement with Trimin

Requested Action:

Approve and sign attached Board Ratification Statement

Fiscal Impact:

Fees are outlined in the contract

Background/Recommendation:

The County is a member of MnCCC which contracts with various software vendors on the behalf of member Counties. One of the software's used by the County is the financial management package entitled IFS that Trimin provides maintenance and support for. A copy of the approved contract is attached.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2018-141

Whereas, Wabasha County is a member of Minnesota Counties Computer Cooperative (MnCCC), and

Whereas, Wabasha County utilizes the IFS financial software provided through MnCCC, and

Whereas, MnCCC executed a Maintenance & Support Contract with Trimin for IFS that requires ratification by the Wabasha County Board.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners, that the Professional Services Agreement between MnCCC and Trimin Systems Inc is approved and the Board Chair is hereby authorized to execute the Board Ratification Statement.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____

Brian Goihl
County Board Chair

Attest:

By: _____

Michael P. Plante
County Administrator

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

And

TRIMIN SYSTEMS, INC.

January 1, 2019

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the

changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-H.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in **Attachment B**.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a “bug” in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.
4. On-going design, development, technical testing and deployment as described in “IFSpi Infrastructure Modernization” Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum hourly fee will be charged per installation per the fee table in **Attachment A**.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst Services

In addition to Level 2 Support activities, the TriMin staff assigned the IFSpi Analyst work load will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi, and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

TriMin will develop and maintain an IFSpi Infrastructure Modernization report document, to include: descriptions of specific modernization activities – including the rationale for why it was needed and hours logged by resource to support activities.

The IFSpi infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in

this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2021) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limit to, any “Freeware” or “Shareware”. Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third party code and plugins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add ons, per provision in Section II – G above.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
 - i. County/Agency Listing – identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
 - ii. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in latest release.

I. Service Level Agreement, Priorities and Escalation – See Attachment B.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today’s world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. “Virus, Malware, Unapproved and/or Unauthorized Code” shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal,

virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venue in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.
3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
5. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.
6. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

- A. Any third party software (fees or support), this does not include any 3rd party code or plugins used in the application.
- B. Server migrations and server setup.
- C. Operating System updates or troubleshooting (IBM i or Windows servers).

- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.
- F. Local PC operating system support or troubleshooting.
- G. Remote connection issues.
- H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
- I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
- J. Future third party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in **Attachment A**.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$650,000 in 2019, \$674,400 in 2020, and \$699,576 in 2021, with support fees as defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in **Attachment A**.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software supports services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.
- D. TriMin further represents, warrants and agrees as follows:
 - 1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).
 - 2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
 - 3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC; that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.
 - 4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
 - 5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2019, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.
- E. MnCCC further represents, warrants and agrees as follows:
 - 1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the

- MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course

of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

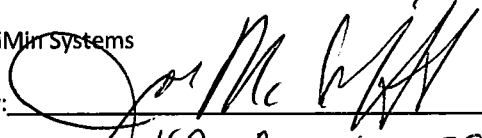
VII. Term and Termination

The term of this Agreement shall be January 1, 2019, to December 31, 2021, inclusive, unless earlier terminated prior to expiration as provided by herein.

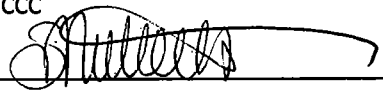
This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

TriMin Systems

By: 
Title: VP - Director of Services
Date: 8/6/2018

MnCCC

By: 
Title: Chair
Date: August 9, 2018

MnCCC

By: 

Title: Executive Director

Date: 8/7/2018

MnCCC

By: 

Title: JIC Chair

Date: 8-10-18

ATTACHMENT A

IFSPI Support Agreement 2019 – 2021

Fee Summary – Annual

<u>Support Elements</u>	<u>2019 Support Fees</u>	<u>2020 Support Fees</u>	<u>2021 Support Fees</u>
Level 1 Support	\$ 125,000.00	\$ 130,000.00	\$ 135,200.00
Level 2/3 Support	\$ 360,000.00	\$ 374,400.00	\$ 389,376.00
Infrastructure Modernization	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00
Annual Contract Total	\$ 650,000.00	\$ 674,400.00	\$ 699,576.00

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support, in addition to other duties for IFS Analyst role as listed earlier in this document.

IFSpi Release Update Fees	2019	2020	2021
Hourly Rates	\$165	\$170	\$175

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - IFSpi system is not accessible
 - Severity 2: Significant Business Impact** – An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:

Severity 1 – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.

Severity 2 – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 3 – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 4 – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpI will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpI application and while many other factors can affect the availability and performance of IFSpI, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpI support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpI
- IBM core operating systems, except as related to IBM standard updates that IFSpI must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpI must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpI Support Agreement)

Examples of services not covered under the IFSpI Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpI application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpI or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpI / non-Cash Drawer applications or county systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpI (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpI Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpI users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpI users will work with their local IT staff to rule out local issue before contacting TriMin.

- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - If any local diagnostics were run, being able to share them with TriMin.
 - Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
 - Volume of Support Issues (new vs. resolved).
 - Resolution Type for Support Issues.
 - Volume of Issues by reporting agencies.
 - Trends in support.
 - Severity 1, 2, 3, 4 issues reported/resolved.
 - "Bugs" fixed/pending.
 - Enhancements completed/pending.
 - Modernization activities status and hours usage.

ATTACHMENT C

Levels of support will be maintained by the JIC Contract Committee and a list will be provided to TriMin upon commencement of the contract and when any changes are made.

BOARD RATIFICATION STATEMENT

The Board of County of Wabasha has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2019 through December 31, 2021. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: _____
Board Chair

Date: September 4, 2018

Attest: _____

Title: County Administrator

Date: September 4, 2018

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

September 4, 2018

Agenda Item:

Purchase copier & dispose of current one.

Requested Action:

Authorize the IT Department to purchase a multi-function copier and declare the current one obsolete and authorize disposal of it.

Fiscal Impact:

Purchase not to exceed \$4,500. Capital Equipment and Recorder Technology Funds will be used for the purchase.

Background/Recommendation:

Current copier (asset tag #011255) was purchased in 2010 and has exceeded its useful life. It is recommended that a replacement copier be purchased from Metro Sales Inc and that the existing one be declared as excess equipment and be disposed of by Metro Sales Inc.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2018-142

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County IT Department is authorized to purchase a multi-function copier from Metro Sales Inc in an amount not to exceed \$4,500.

Be it further resolved that, the Wabasha County Board of Commissioners hereby declares the Ricoh Copier 3351 (s/n #V8305400270) assigned tag #011255 as excess equipment with no market value and authorizes Metro Sales Inc to dispose of the copier after removing all data from said copier.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl
County Board Chair

Attest:

By: _____
Michael Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 K

Date:

September 4, 2018

Agenda Item:

Advertise Highway Project

Requested Action:

Consider adoption of Resolution No. 2018-143 authorizing the Wabasha County Highway Engineer to advertise for bids for SAP 079-604-051 – reconstruction of CSAH 4 from approximately CSAH 13 to MnHwy 60

Fiscal Impact:

The fiscal impact will not be known until bids are open, but is expected to be approximately \$2,000,000 funded through State Aid Regular Construction Account and Wabasha County Transportation Sales Tax.

Background/Recommendation:

Construction is not planned to begin until 2019. The Wabasha County Engineer recommends adoption of Resolution 2018-143.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2018-143

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 SAP 079-604-051 – reconstruction of CSAH 4 from approximately CSAH 13 to MnHwy 60.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl
County Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 L

Date:

September 4, 2018

Agenda Item:

Disposal of a 2007 Dodge Grand Caravan ... *Squad #10413, VIN #2D4GP44L37R221715*

Requested Action:

Consider adoption of resolution Number 2018-144 authorizing the disposal of squad car

Fiscal Impact:

Vehicle will be sold through Tony Montgomery Auction. Unknown amount of sale price at this time.

Background/Recommendation:

This is a surplus vehicle containing over 150,600 miles. The vehicle should be disposed in accordance with County policy regarding disposal of surplus property.

Action:

Motion by: _____

Second by: _____

Vote Aye: ____

Vote Nay: ____

No action required: ____

Wabasha County Board of Commissioners

Resolution Number 2018-144

Resolution Authorizing Disposal of a 2007 Dodge Grand Caravan

Whereas, a 2007 Dodge Grand Caravan vehicle with over 150,600 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 2007 Dodge Grand Caravan bearing *VIN #2D4GP44L37R221715* 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 this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, County Administrator

Board of Commissioners Wabasha County

Date: September 4, 2018

Agenda Item Number: 10.0 A

Agenda Item:

Approve resolution to approve payment of all licensure renewals and certifications if that licensure or certification is required to engage in a profession or is required for the job or position.

Requested Action:

Approval of Resolution for payment of all licensure renewals and certifications if that licensure or certification is required to engage in a profession or is required for the job or position was brought in front of the Wabasha County Board of Commissioners on September 4, 2018.

Fiscal Impact:

Cannot be determined but additional licensures for the Highway Department are \$665.50 due every two to four years; Assessor's Office are \$490.00 annually; and Public Health licensures are \$850.00 due every two years.

Background/Recommendation:

Currently, Wabasha County pays for licensures in the Sheriff's and County Attorney's Office. If a licensure or certification is required to engage in a profession or is required for the job or position, most counties across the southeast region pay for that licensure or certification. The recommendation is that Wabasha County pays for all licensures or certification renewals if it is required for that employee's position.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2018-145

Whereas, currently Wabasha County pays for licensure renewal in the County Attorney's Office and also the Sheriff's Office;

Whereas, the Highway Department, the Assessor's Office and Public Health Department all require licensures for certain positions;

Whereas, in doing comparables in the SE Region, Goodhue, Steele, Winona, Freeborn and Houston Counties pay for licensure renewals if it is required for an employee's work.

Now Therefore be it resolved by the Wabasha County Board of Commissioners that, if a licensure or certificate is required to engage in a profession or is required for the job or position, Wabasha County will pay for the cost of the licensure or certification.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Gohl
Board Chair

Attest:

By: _____
Michael Plante
County Administrator

Board of Commissioners Wabasha County

Date: September 4, 2018

Agenda Item Number: 10.0 B

Agenda Item:

Approve resolution for increase in meal reimbursement rates.

Requested Action:

Approval of Resolution for increase of meal reimbursement rates was brought in front of the Wabasha County Board of Commissioners on September 4, 2018.

Fiscal Impact:

Cannot be determined but increase for meal reimbursement rates would be as follows:

- Breakfast: \$8.00 (remain the same)
- Lunch: \$12.00 (additional two dollars)
- Dinner: \$17.00 (additional two dollars)

Background/Recommendation:

Wabasha County's meal reimbursement rates have not changed since 2009. When doing comparables, Wabasha County's reimbursement rates were below the average in Southeastern Minnesota. Currently, meal reimbursement rates are \$8.00 for breakfast, \$10.00 for lunch and \$15.00 for dinner. It is recommended that meal reimbursement rates remain the same for breakfast and increase to \$12.00 for lunch and \$17.00 for dinner.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2018-146

Whereas, currently meal reimbursement rates for Wabasha County are \$8.00 for breakfast, \$10.00 for lunch, and \$15.00 for dinner;

Whereas, meal reimbursement rates have not changed in Wabasha County since 2009;

Whereas, in doing comparables in the SE Region, Wabasha County's meal reimbursement rates are lower by at least \$2.00 for lunch and for dinner.

Now Therefore be it resolved by the Wabasha County Board of Commissioners that, meal reimbursement rates for Wabasha County employees will be as follows:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$17.00

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl
Board Chair

Attest:

By: _____
Michael Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date: 09/04/18

Agenda Item: Approval of new Intoxicating Liquor License – On Sale, Off Sale and Sunday to The Pondy LLC in Mazeppa Township.

Requested Action: Approval of Intoxicating Liquor License – On Sale, Off Sale and Sunday, subject to the approval of the Planning Commission meeting on 9/24/18 and subject to the approval of the Board of Commissioner’s meeting on 10/2/18.

Fiscal Impact: County will receive \$1800.00 in license fees.

Background/Recommendation: Wabasha County Sheriff & Wabasha County Attorney has signed off on license.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2018-147

Whereas, the following applicant wish to have their County On Sale, Off Sale and Sunday Liquor License approved:

Owner
Steven Overton

Business
Pondy LLC

Township
Mazeppa Township

Whereas, the application has been approved by the County Attorney and County Sheriff. Wabasha County Auditor/Treasurer has received certificate of insurance and the appropriate license fee. The liquor license will run from October 1, 2018 to July 31, 2019.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, They hereby approve the new County On Sale, Off Sale and Sunday Liquor License to the individual listed above, subject to the recommendation of the Planning Commission meeting on 9/24/18, subject to the approval of the County Board on 10/2/18 and subject to the approval of the State of Minnesota Liquor Control Commissioner.

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

September 4, 2018

Agenda Item:

Aggregate Production Tax

Requested Action:

Consider adoption of Resolution 2018-148 setting a public hearing date on imposition of Aggregate Production Tax

Fiscal Impact:

Costs of publication of public hearing.

Background/Recommendation:

Attachments to this item describe the Aggregate Production Tax allowed to be imposed under Minnesota Statute. Costs and revenues of an Aggregate Production Tax are unknown at this time due to the lack of information regarding quantities of materials currently being produced. In accordance with Minnesota Statute and if imposed, such a tax would be \$0.215 per cubic yard or \$0.15 per ton of aggregate material excavated including sand, gravel, crushed rock, limestone and borrow. Materials purchased and used within the County, as well as used by the County, townships and cities are not exempt from an aggregate production tax.

A public hearing is required prior to imposition of an Aggregate Production Tax.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2018-148

Whereas, a public hearing is needed in order to proceed in further consideration of imposition of an Aggregate Material Removal: Production Tax under Minnesota Statute 298.75; and

Whereas, a public hearing date of October 2, 2018 at 9:15am is appropriate considering publication; and

Whereas, publications will include the Wabasha Herald, Plainview News, Lake City Graphic and the County website at www.co.wabasha.mn.us.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, a public hearing regarding the proposed imposition of an Aggregate Production Tax is hereby authorized for October 2, 2018 at 9:15 a.m. Publication of the public hearing is directed to be made in the three local newspapers (Wabasha Herald, Plainview News, Lake City Graphic) and the County website (www.co.wabasha.mn.us).

Adopted this 4th day of September, 2018 by the Wabasha County Board of Commissioners.

By: _____

Brian Goihl
County Board Chair

Attest:

By: _____

Michael P. Plante
County Administrator

Aggregate Material Removal: Production Tax Frequently Ask Questions

The aggregate material tax is a tax on the removal of aggregate material after extraction from a pit, quarry, or deposit. Aggregate material is nonmetallic natural mineral aggregate, and includes sand, silica sand, gravel, crushed rock, granite, and limestone, and also includes borrow (particles of gravel, sand, crushed quarry, gravel or stone) that is transported on a public road or highway.

- Who can impose the tax?

State law provides that counties can impose the tax. In addition, certain towns located in St. Louis and Otter Tail Counties can impose the tax if the county does not impose the tax.

- How does a county impose the tax?

Any county may impose this tax if the county board has 1) voted after a public hearing to impose the tax, and 2) has notified the Commissioner of Revenue of the imposition of the tax.

- What is the tax rate?

The tax is 21.5 cents per cubic yard or 15 cents per ton of aggregate material excavated. The tax is imposed on the material excavated when it is transported from the extraction site, or sold, whichever occurs first.

- How is the tax apportioned?

Counties are allowed to retain 5% of the total aggregate tax collected to pay for administrative expenses. The remaining tax must be distributed as follows:

- 42.5% - County Road and Bridge Fund
- 42.5% - Township or City Road and Bridge Fund (where the mine is located)
- 15% - Reserve Fund for mine pit restoration

If aggregate material is transported outside the county via a waterway, railway, or any other means besides a public road, than the tax is to be apportioned in a different manner.

- Who is subject to the tax?

This tax applies to both “Operators” and “Importers.”

- An “Operator” is any person engaged in the business of removing aggregate material from the surface or subsurface of the soil for the purpose of sale, either directly or indirectly, through the use of the aggregate material in a marketable product or service.
 - An “Importer” is any person who buys aggregate material excavated from a site on which the tax is not imposed and caused the aggregate material to be imported into a Minnesota county which imposes a tax on aggregate material.
-

- Are aggregate producers and importers still subject to sales tax rules?

Yes. All aggregate producers, contractors, and retailers anywhere in Minnesota are subject to the sales and use tax. Sales tax must be charged on the total sales price, including the aggregate tax amount.

2016 AGGREGATE TAX INFORMATION							
	2016 Production		TOTAL TAX	DISTRIBUTION			
COUNTY	YARDS	TONS	COLLECTED	LESS ADMIN FEE (UP TO 5%)	COUNTY 42.50%	TOWN OR CITY 42.50%	RESERVE FUND 15%
Benton	168,587	431,019	100,899	5,045	40,738	40,738	14,378
Big Stone	72,260	843,285	140,232	7,012	57,556	55,926	19,738
Carver	97,188	561,938	105,186	5,259	42,469	42,469	14,989
Chisago	12,231	1,295,612	196,972	9,849	79,527	79,527	28,068
Clay	483,334	2,865,756	533,783		226,858	226,858	80,067
Cottonwood		721,848	108,277	5,414	43,717	43,717	15,430
Dakota	95,651	7,699,223	1,175,448	58,772	474,587	474,584	167,501
Freeborn	2,430	549,330	82,922	4,146	33,480	33,480	11,816
Goodhue	144,595	110,746	144,595	7,230	60,657	56,343	20,365
Hennepin		1,584,781	237,717	11,886	95,978	95,978	33,875
Kandiyohi	293,265	684,288	165,696	8,285	66,900	66,900	23,612
Kittson	55,277	373,236	67,870	3,394	27,403	27,403	9,671
LeSueur	131,663	2,199,792	358,276	17,914	144,654	144,654	51,054
Marshall	78,404	39,218	22,740	1,137	9,181	9,181	3,240
Meeker	114,049	266,599	57,614	1,728	23,751	23,751	8,383
Mille Lacs	422,915	434,403	156,087	7,804	63,020	63,020	22,242
Nicolet	4,896	652,746	98,964	4,948	39,957	39,957	14,102
Norman	156,748	383,513	91,228	4,561	383,513	383,513	13,000
Pennington	85,958	308,023	63,653	3,183	25,700	25,700	9,071
Pipestone	56,302	9,806	13,576	679	6,285	4,887	1,725
Polk	60,806	854,653	141,271	7,064	57,038	57,038	20,131
Ramsey		369,866	55,480		23,579	23,579	8,322
Red Lake	16,400		3,526	176	1,424	1,424	502
Rice	54,921	421,069	74,969	3,748	30,269	30,269	10,683
Rock	356,022	436,533	66,160	3,308	26,712	26,712	9,428
Scott	171,564	1,769,142	302,258	115,113	122,037	122,037	43,072
Sherburne	17,999	33,106,671	500,470	25,024	202,065	202,065	71,317
Sibley	33,685	766,790	122,261		51,961	51,961	18,339
Stearns	248,279	2,832,138	478,200	23,910	193,073	193,073	68,144
Steele	144,069	454,791	99,194	4,960	40,049	40,049	14,135
Washington	452,728	2,997,311	546,934	27,347	186,684	186,684	65,888
Wilkin	29,950	21,318	9,637	482	3,891	3,891	1,373
Wright	283,577	891,783	194,739		82,764	82,764	29,211

298.75 AGGREGATE MATERIAL REMOVAL; PRODUCTION TAX.

Subdivision 1. **Definitions.** Except as may otherwise be provided, the following words, when used in this section, shall have the meanings herein ascribed to them.

(a) "Aggregate material" means:

(1) nonmetallic natural mineral aggregate including, but not limited to sand, silica sand, gravel, crushed rock, limestone, granite, and borrow, but only if the borrow is transported on a public road, street, or highway, provided that nonmetallic aggregate material does not include dimension stone and dimension granite; and

(2) taconite tailings, crushed rock, and architectural or dimension stone and dimension granite removed from a taconite mine or the site of a previously operated taconite mine.

Aggregate material must be measured or weighed after it has been extracted from the pit, quarry, or deposit.

(b) "Person" means any individual, firm, partnership, corporation, organization, trustee, association, or other entity.

(c) "Operator" means any person engaged in the business of removing aggregate material from the surface or subsurface of the soil, for the purpose of sale, either directly or indirectly, through the use of the aggregate material in a marketable product or service.

(d) "Extraction site" means a pit, quarry, or deposit containing aggregate material and any contiguous property to the pit, quarry, or deposit which is used by the operator for stockpiling the aggregate material.

(e) "Importer" means any person who buys aggregate material excavated from a site on which the tax under this section is not imposed and causes the aggregate material to be imported into a county in this state which imposes a tax on aggregate material.

(f) "County" means a county imposing the tax under this section on December 31, 2014, or any other county whose board has voted after a public hearing to impose the tax under this section and has notified the commissioner of revenue of the imposition of the tax.

(g) "Borrow" means granular borrow, consisting of durable particles of gravel and sand, crushed quarry or mine rock, crushed gravel or stone, or any combination thereof, the ratio of the portion passing the (#200) sieve divided by the portion passing the (1 inch) sieve may not exceed 20 percent by mass.

Subd. 2. **Tax imposed.** (a) Except as provided in paragraph (e), a county that imposes the aggregate production tax shall impose upon every operator a production tax of 21.5 cents per cubic yard or 15 cents per ton of aggregate material excavated in the county except that the county board may decide not to impose this tax if it determines that in the previous year operators removed less than 20,000 tons or 14,000 cubic yards of aggregate material from that county. The tax shall not be imposed on aggregate material excavated in the county until the aggregate material is transported from the extraction site or sold, whichever occurs first. When aggregate material is stored in a stockpile within the state of Minnesota and a public highway, road or street is not used for transporting the aggregate material, the tax shall not be imposed until either when the aggregate material is sold, or when it is transported from the stockpile site, or when it is used from the stockpile, whichever occurs first.

(b) Except as provided in paragraph (e), a county that imposes the aggregate production tax under paragraph (a) shall impose upon every importer a production tax of 21.5 cents per cubic yard or 15 cents per ton of aggregate material imported into the county. The tax shall be imposed when the aggregate material

is imported from the extraction site or sold. When imported aggregate material is stored in a stockpile within the state of Minnesota and a public highway, road, or street is not used for transporting the aggregate material, the tax shall be imposed either when the aggregate material is sold, when it is transported from the stockpile site, or when it is used from the stockpile, whichever occurs first. The tax shall be imposed on an importer when the aggregate material is imported into the county that imposes the tax.

(c) If the aggregate material is transported directly from the extraction site to a waterway, railway, or another mode of transportation other than a highway, road or street, the tax imposed by this section shall be apportioned equally between the county where the aggregate material is extracted and the county to which the aggregate material is originally transported. If that destination is not located in Minnesota, then the county where the aggregate material was extracted shall receive all of the proceeds of the tax.

(d) A county, city, or town that receives revenue under this section is prohibited from imposing any additional host community fees on aggregate production within that county, city, or town.

(e) A county that borders two other states and that is not contiguous to a county that imposes a tax under this section may impose the taxes under paragraphs (a) and (b) at the rate of ten cents per cubic yard or seven cents per ton. This paragraph expires December 31, 2024.

Subd. 3. Report and remittance. (a) By the 14th day following the last day of each calendar quarter, every operator or importer shall make and file with the county auditor of the county in which the aggregate material is removed or imported, a correct report under oath, in such form and containing such information as the auditor shall require relative to the quantity of aggregate material removed or imported during the preceding calendar quarter. The report shall be accompanied by a remittance of the amount of tax due.

(b) If any of the proceeds of the tax is to be apportioned as provided in subdivision 2, the operator or importer shall also include on the report any relevant information concerning the amount of aggregate material transported, the tax and the county of destination. The county auditor shall notify the county treasurer of the amount of such tax and the county to which it is due. The county treasurer shall remit the tax to the appropriate county within 30 days, except as provided in paragraph (c).

(c) The proceeds of the tax on aggregate material as defined in subdivision 1, paragraph (a), clause (2), must be remitted to the commissioner of Iron Range resources and rehabilitation to be deposited in the taconite area environmental protection fund under section 298.223, and used for the purposes of that fund.

Subd. 4. Auditor estimate; statement of objections. If the county auditor has not received the report by the 15th day after the last day of each calendar quarter from the operator or importer as required by subdivision 3 or has received an erroneous report, the county auditor shall estimate the amount of tax due and notify the operator or importer by registered mail of the amount of tax so estimated within the next 14 days. An operator or importer may, within 30 days from the date of mailing the notice, and upon payment of the amount of tax determined to be due, file in the office of the county auditor a written statement of objections to the amount of taxes determined to be due. The statement of objections shall be deemed to be a petition within the meaning of chapter 278, and shall be governed by sections 278.02 to 278.13.

Subd. 5. Failure to file and pay; penalty. Failure to file the report and submit payment shall result in a penalty of \$5 for each of the first 30 days, beginning on the 15th day after the last day of each calendar quarter, for which the report and payment is due and no statement of objection has been filed as provided in subdivision 4, and a penalty of \$10 for each subsequent day shall be assessed against the operator or importer who is required to file the report. The penalties imposed by this subdivision shall be collected as part of the tax and credited to the county revenue fund. If neither the report nor a statement of objection has

been filed after more than 60 days have elapsed from the date when the notice was sent, the operator or importer who is required to file the report is guilty of a misdemeanor.

Subd. 6. Penalties; removal of aggregate if previous tax not paid; false report. It is a misdemeanor for any operator or importer to remove aggregate material from a pit, quarry, or deposit or for any importer to import aggregate material unless all taxes due under this section for all previous reporting periods have been paid or objections thereto have been filed pursuant to subdivision 4.

It is a misdemeanor for the operator or importer who is required to file a report to file a false report with intent to evade the tax.

Subd. 7. Proceeds of taxes. (a) All money collected as taxes under this section on aggregate material as defined in subdivision 1, paragraph (a), clause (1), shall be deposited in the county treasury and credited according to this subdivision.

(b) The county auditor may retain an annual administrative fee of up to five percent of the total taxes collected in any year.

(c) The balance of the taxes, after any deduction under paragraph (b), shall be credited as follows:

(1) 42.5 percent to the county road and bridge fund for expenditure for the maintenance, construction and reconstruction of roads, highways and bridges;

(2) 42.5 percent to the general fund of the city or town in which the mine is located, or to the county, if the mine is located in an unorganized town, to be expended for maintenance, construction and reconstruction of roads, highways and bridges; and

(3) 15 percent to a special reserve fund which is hereby established, for expenditure for the restoration of abandoned pits, quarries, or deposits located within the county.

If there are no abandoned pits, quarries or deposits located within the county, this portion of the tax shall be used for any other unmet reclamation need or for conservation or other environmental needs.

Subd. 8. Examination of records; maintenance of records. The county auditor or its duly authorized agent may examine records, including computer records, maintained by an importer or operator. The term "record" includes, but is not limited to, all accounts of an importer or operator. The county auditor must have access at all reasonable times to inspect and copy all business records related to an importer's or operator's collection, transportation, and disposal of aggregate to the extent necessary to ensure that all aggregate material production taxes required to be paid have been remitted to the county. The records must be maintained by the importer or operator for no less than six years.

Subd. 9. Tax may be imposed; St. Louis County towns. (a) If the St. Louis County Board does not approve Laws 1997, chapter 231, article 8, section 12, as provided in Laws 1997, chapter 231, article 8, section 18, each of the following towns in St. Louis County may impose the aggregate materials tax under this section: the towns of Alden, Brevator, Canosia, Duluth, Fredenburg, Gnesen, Grand Lake, Industrial, Lakewood, Midway, Normanna, North Star, Rice Lake, and Solway.

(b) For purposes of exercising the powers contained in this section, the "town" is deemed to be the "county."

(c) In those towns located in St. Louis County that impose the tax under this section, all provisions in this section shall apply to those towns, except that in lieu of the distribution of the tax proceeds under subdivision 7, all proceeds from this tax shall be retained by each of the towns that impose the tax.

(d) A tax imposed under this subdivision is effective in the town that approves it the day after compliance by the town with the requirements of section 645.021, subdivision 3.

Subd. 10. MS 2006 [Never effective, 2006 c 259 art 12 s 14]

Subd. 11. **Tax may be imposed; Otter Tail County.** (a) If Otter Tail County does not impose a tax under this section and approves imposition of the tax under this subdivision, the town of Scambler in Otter Tail County may impose the aggregate materials tax under this section.

(b) For purposes of exercising the powers contained in this section, the "town" is deemed to be the "county."

(c) All provisions in this section apply to the town of Scambler, except that all proceeds of the tax must be retained by the town and used for the purposes described in subdivision 7.

(d) If Otter Tail County imposes an aggregate materials tax under this section, the tax imposed by the town of Scambler under this subdivision is repealed on the effective date of the Otter Tail County tax.

History: 1980 c 607 art 19 s 5; 1Sp1981 c 1 art 10 s 17-19; 1982 c 523 art 13 s 1; 1983 c 342 art 14 s 1; 1984 c 652 s 1; 1986 c 403 s 1,2; 1993 c 375 art 9 s 41,42; 1995 c 264 art 16 s 15; 1996 c 471 art 13 s 15; 1997 c 231 art 8 s 12-15; 1Sp2001 c 5 art 6 s 35,36; 2003 c 127 art 14 s 11; 2006 c 259 art 12 s 14; 2008 c 154 art 8 s 15-17; art 16 s 8; 2008 c 366 art 6 s 36-39; 2009 c 88 art 12 s 10; 2014 c 308 art 5 s 7; art 9 s 81

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 E

Date: 9/4/18

Agenda Item:

Requested Action: Set Public Hearing for revision to County Tobacco Ordinance for October 2, 2018 at 9:15 am.

Fiscal Impact:

The annual fee for a license to sell tobacco by those licensed by the county will increase from \$100.00 to \$225.00. The fines for non-compliance will increase to \$200-500-750.00 (current is \$75-200-250)

Background/Recommendation:

Wabasha County Public Health Director worked with the Public Health Law Center to update the Tobacco ordinance. The ordinance has not been updated since January of 1998, and needed to have language added for electronic delivery systems. The application fee and non-compliance fines were increased as recommended by the state. The Public Health Director recommends approving this resolution.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2018-149

Whereas, a public hearing and publication regarding an ordinance revision for the current Tobacco Ordinance is needed in order to proceed in enacting such an ordinance; and

Whereas, the Public Health Director has developed proposed revisions to the current tobacco ordinance for discussion and review by the County Board, and

Whereas, the next step is to set a public hearing on these ordinances for the purpose of gathering additional public input;

Whereas, publications will include the Wabasha Herald, Plainview News, Lake City Graphic and the County website at www.co.wabasha.mn.us.

Now, therefore be it resolved by the Wabasha County Board a public hearing regarding an ordinance relating to revisions of the current Tobacco Ordinance is hereby authorized for October 2nd, 2018 at 9:15 a.m. Publication will be made in the three local newspapers (Wabasha Herald, Plainview News, Lake City Graphic) and the County website (www.co.wabasha.mn.us).

Adopted this 4th day of September, 2018 by the Wabasha County Board.

By: _____

Brian Goihl
County Board Chair

Attest:

By: _____

Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 F

Date:

September 4, 2018

Agenda Item:

Mark & Gary Leitzen Rezone Request

Requested Action:

To deny the request as recommended by the Planning Commission.

Fiscal Impact:

none

Background/Recommendation:

On July 11, 2018 Mark and Gary Leitzen submitted an application to rezone parcel 09.00077.00 from the A-3 (Agriculture/Low Density) Zoning District to the A-1 (Agriculture Protection) Zoning District. The property is described as being located in Section 9, Township 109 North, Range 14 West, Town of Mazeppa. The purpose of the rezone is for the use of the property as a sand and gravel pit.. The Planning Commission conducted a public hearing on August 27th to hear any testimony related to the request. After discussion of the matter, the Planning Commission voted (4-1) to forward the request to the County Board of Commissioners with a recommendation that the CUP be denied based upon six findings which are as follows:

1. The request is to rezone one parcel to the A-1 district and creates an island where the proposed use of the property as a gravel and sand pit is in direct conflict with adjacent properties that are zoned differently to allow for more residential use.
2. The request to rezone the property to the A-1 district is for the intended purpose of allowing the landowner to apply for a CUP to operate a gravel and sand pit on the property. The intended use of the A-1 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. The request to rezone for the purpose of operating a gravel and sand pit will significantly alter the land on the property and is in direct conflict with the purpose established for the A-1 Zoning District.

3. The applicant has not provided proof that that even with the rezone that the proposed conditional use can adhere to all the requirements of the Wabasha County Zoning Ordinance.
4. The application conflicts with the goals of the Comprehensive Land Use Plan and the Comprehensive Plan Map.
5. The amendment as proposed would have the potential to dramatically reduce the value of the abutting property when considering potential uses that would increase noise, traffic, light, dust, etc.
6. The rezone is limited to a single property owner and abutting property owners would lack the ability to take advantage of the uses allowed in the rezoned district.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2018-150

Mark & Gary Leitzen Rezone Request

Whereas, Mark & Gary Leitzen requested to rezone parcel 09.00077.00 located in Section 9, Township 109 North, Range 14 West, Town of Mazeppa from A-3 to A-1 for the intended purpose of operating a sand and gravel pit through a Conditional Use Permit; and

Whereas, The Wabasha County Planning Commission conducted a public hearing on August 27, 2018 to provide an opportunity for the public to present any testimony related to the request; and

Whereas, The Wabasha County Planning Commission considered all relevant information and on a vote of 4-1 recommends to the Wabasha County Board of Commissioners that the request be denied based upon six findings.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the rezone request submitted by Mark & Gary Leitzen is denied based upon the findings recommended by the Wabasha County Planning Commission as follows:

1. The request is to rezone one parcel to the A-1 district and creates an island where the proposed use of the property as a gravel and sand pit is in direct conflict with adjacent properties that are zoned differently to allow for more residential use.
2. The request to rezone the property to the A-1 district is for the intended purpose of allowing the landowner to apply for a CUP to operate a gravel and sand pit on the property. The intended use of the A-1 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. The request to rezone for the purpose of operating a gravel and sand pit will significantly alter the land on the property and is in direct conflict with the purpose established for the A-1 Zoning District.
3. The applicant has not provided proof that that even with the rezone that the proposed conditional use can adhere to all the requirements of the Wabasha County Zoning Ordinance.
4. The application conflicts with the goals of the Comprehensive Land Use Plan and the Comprehensive Plan Map.

5. The amendment as proposed would have the potential to dramatically reduce the value of the abutting property when considering potential uses that would increase noise, traffic, light, dust, etc.
6. The rezone is limited to a single property owner and abutting property owners would lack the ability to take advantage of the uses allowed in the rezoned district.

Adopted this 4th day of September 2018, by the Wabasha County Board of Commissioners.

By: _____
Brian Goihl
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator