

Wabasha County
Board of Commissioners
Meeting Agenda
September 19, 2017
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**
 - 7.0 **Citizen Involvement** MS13D.01. subd 6

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

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.
- A. Minutes: September 5, 2017
 - B. Minutes: September 12, 2017
 - C. Claims
 - D. Meal Vouchers
 - E. Per Diems
 - F. Donation: Accept Donation of \$1799.95 from Tom and Cindy Wright to be Used Toward Purchase of Bite Suit for K-9 Unit
 - G. Emerg Mgmt: Approve and Sign 2017 Emergency Management Performance Grant Agreement (2017-177)
 - H. Highway: Approve Final Payment to Asphalt Surface Technologies Corporation (2017-178)
 - I. Highway: Authorize Traffic Control Replacement (2017-179)
 - J. Sheriff: Approve Modified Joint Powers Agreement with SEMVCET (2017-180)
 - 10.0 **Action/Discussion Items**
 - A. Administration: Approve Non-Union Health Insurance Contribution (2017-181)
 - B. Highway: Authorize Purchase of Two Motor Graders (2017-182)
 - 11.0 **Commissioner Reports**
 - 12.0 **Board Concerns**
 - 13.0 **Recess** to joint meeting with Soil and Water Conservation District

MINUTES - REGULAR MEETING – TUESDAY, SEPTEMBER 5, 2017

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, September 5, 2017 at 9:00 a.m.

09/05/17

The meeting was called to order by Board Chairperson Key.

CALL TO ORDER

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

ROLL CALL

SPRINGER-HALL

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates:

STAFF UPDATES

Public Health: Everyday Hero Award Presented to Wanda Lee

Anniversaries:

- Audry Plote, Auditor/Treasurer's Office, 15 Years of Service

Administrator Updates:

ADMINISTRATOR UPDATES

SPRINGER-GOIHL

Motion to approve the consent agenda including the following:

Minutes: August 22nd, 2017

Claims

Meal Vouchers

Per Diems

APPROVE CONSENT AGENDA

Resolution No.: 2017-169

RES 2017-169:
APPROVE A/T
OFFICE STAFF
TEMPORARY 40
HOUR WORK
WEEKS

Whereas, Auditor/Treasurer's office will be short staffed for 3-4 month due to an employee out on FMLA.

Whereas, Under the terms of our collective bargaining agreement the County and staff have the ability to agree to a flexible schedule of hours other than what is defined as a "normal workweek" under our contract.; and,

Whereas, This agreement would allow 37.5 hours Deputy Auditor/Treasurer's to work up to 40 hours per week and be paid at straight time;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners, that the Board Chair and County Administrator is authorized to execute written "Memorandums of Agreement" with interested Auditor/Treasurer personnel in the Auditor/Treasurer's Office to work up to 40 hours per week and to be paid at straight time for the referenced work.

Resolution No: 2017-170

RES 2017-170:
APPROVE
STAFFING
LEVELS FOR
PUBLIC
HEALTH

Whereas, Wabasha County Public Health is in need of Certified Public Health Nurses and, and;

Whereas, Wabasha County will establish staffing levels in Public Health for the position of Certified Public Health Nurse; and

Whereas, it has been determined that these staffing levels are deemed necessary and appropriate for budgetary and workload reasons,

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners approve that staffing levels will include but not exceed five full-time Certified Public Health Nurses and that those said staffing levels will be maintained moving forward.

Resolution No: 2017-171

RES 2017-171:
APPROVE

Whereas, Wabasha County Highway Department is in need of Engineering Technicians, and;

Whereas, Wabasha County will establish staffing levels in the Highway Department for the position of Engineering Technician III; and

Whereas, it has been determined that these staffing levels are deemed necessary and appropriate for budgetary and workload reasons,

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners approve that staffing levels will include but not exceed three full-time Engineering Technician III and that those said staffing levels will be maintained moving forward.

Resolution No.: 2017-172

RES 2017-172:
APPROVE
BRIDGE
PRIORITY

Whereas, Wabasha County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal; and

Whereas, Wabasha County has identified those bridges that are high priority and has previously established a list of those bridges that require replacement, rehabilitation, or removal; and

Whereas, the following additional bridges have been since identified as also requiring replacement, rehabilitation, or removal.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, the following bridge is a high priority and Wabasha County intends to replace, rehabilitate, or remove this bridge as necessary when funds are available.

Be It Further Resolved that Wabasha County does hereby request authorization to replace, rehabilitate, or remove such bridge and authorizes the Wabasha County Engineer to request funds.

Old Bridge Number	Road Jurisdiction	Road Name	Total Project Cost	Federal Funds	Township or State Bridge Funds	Local or State Aid Funds	Proposed Construction Year
3219	Wabasha County	CR 68	300,000		280,000	20,000	2019

Resolution No.: 2017-173

RES 2017-173:
APPROVE TO
ADVERTISE FOR
BIDS

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 Sealcoat CP 79-18-6010, Traffic Paint CP 79-18-6000, Furnish and Apply Chloride CP 79-18-6020 and Crushed Rock CP 79-18-6030.

Adopted Unanimously

Presentation: South Country Health Alliance Update – Leota Lind

PRESENTATION:
SOUTH
COUNTRY
HEALTH
ALLIANCE

GOIHL-SPRINGER

Resolution No.: 2017-174

RES 2017-174:
APPROVE NEW
INTOXICATING
LIQUOR
LICENSE

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

William & Pasha Richardson Mac’s Dam Bar LLC 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 September 20, 2017 to July 31, 2018.

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 approval of the State of Minnesota Liquor Control Commissioner.

Adopted Unanimously

WOBBE-GOIHL

Resolution No.: 2017-175

Adoption Of The Wabasha County
All-Hazard Mitigation Plan

RES 2017-175:
APPROVE ALL-
HAZARD
MITIGATION
PLAN

Whereas, Wabasha County has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, the act establishes a framework for the development of a County Hazard Mitigation Plan; and, and

Whereas, the Act, as part of the planning process, requires public involvement and local coordination among neighboring local units of government and businesses; and

Whereas, the Wabasha County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

Whereas, the Wabasha County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

Whereas, the Wabasha County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Wabasha County will maintain public participation and coordination; and

Whereas, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

Whereas, the Wabasha County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

Whereas, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

Now Therefore Be It Resolved that the Wabasha County Board of Commissioners supports the hazard mitigation planning effort and wishes to adopt the Wabasha County All-Hazard Mitigation Plan.

Adopted Unanimously

SPRINGER-HALL

Resolution No.: 2017 - 176

Radiological Emergency Preparedness
Grant Equipment Purchase

RES 2017-176:
APPROVE
RECEPTION
CENTER
PURCHASE

Whereas, the State of Minnesota has trained locals to respond to a Radiological Emergency Preparedness Program Reception Center at the Wabasha-Kellogg School to help evacuees from the City of Red Wing in the event a large incident occurs at the Prairie Island Nuclear Generating Plant in Red Wing, MN; and

Whereas, through the State of Minnesota, Xcel Energy has provided Wabasha County with a grant to purchase equipment for the County and the City of Wabasha to use at the Reception Center; said equipment is also approved to be used in to day business; and

Whereas, Wabasha County and the City of Wabasha have met and have a request for equipment to be purchased with Reception Center Grant funds:

- 10 dual band pagers for the Wabasha Fire Department

Now, Therefore, Be It Resolved that the Wabasha County Board of Commissioners approves purchase of the equipment listed above.

COMMISSIONER
REPORTS

Adopted Unanimously

BOARD
CONCERNS

GOIHL-HALL

Motion to recess County Budget Workshop being held on September 12, 2017 at 8:00 am. The meeting will be held in the Commissioner's Board Room located at 625 Jefferson Avenue, Wabasha, MN 55981

ADJOURN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

MINUTES – COUNTY BUDGET WORK SESSION – TUESDAY, SEPTEMBER 12, 2017

The Board of County Commissioners of Wabasha County, Minnesota, convened in County Budget Work Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, September 12, 2017 at 8:00 a.m.

09/12/17

The meeting was called to order by Board Chairperson Key.

CALL TO
ORDER

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

ROLL CALL

GOIHL-WOBBE

Motion to approve the agenda

APPROVE
AGENDA

Adopted Unanimously

Motion to approve the consent agenda including the following:

2018 Budget Review Workshop

PRESENTATION:
2018 BUDGET
REVIEW

GOIHL-HALL

Motion to adjourn

ADJOURN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

**WABASHA COUNTY
BOARD MEETING
19-Sep-17**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
9/13/2017		36289-36294	\$ 1,462.68
9/13/2017	3145-3149	36295-36316	\$ 138,269.31
9/13/2017		36317-36320	\$ 1,284.98
9/13/2017	3150-3162	36321-36361	\$ 744,834.77

TOTAL AUDITOR'S WARRANTS

\$ 885,851.74

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Bartsh, Rodney	8/24/2017	\$ 9.12
Frantz, Nicole	8/30/2017	\$ 7.80
Riedel, Abbey	9/7/2017	\$ 6.65

TOTAL MEAL VOUCHERS

\$ 23.57

TAXABLE UNIFORM ALLOWANCE

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

DONATION
Board of Commissioners
Wabasha County

Date:

September 19, 2017

Agenda:

Consent Agenda Item

Agenda Item:

Accept donation to be used toward the purchase of a bite suit for K-9

Requested Action:

Approve and accept donation to the Wabasha County Sheriff's Office

Fiscal Impact:

Donation to be used toward the purchase of a bite suit for K-9

Background/Recommendation:

The following donation was received:

- Tom & Cindy Wright - \$1,799.95 – Check #27150

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date: September 19, 2017

Requested Action: Board approve and sign the 2017 Emergency Management Performance Grant (EMPG) agreement

Fiscal Impact: Wabasha County has been awarded \$20,496 in EMPG funds.

Background/Recommendation: Every year Wabasha County receives EMPG grant funds to assist with the expenses of the County Emergency Management office. It is a 50% matching grant. Recommendation to the Board is to approve and sign the grant agreement.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-177

Resolution Authorizing Execution of State of Minnesota
2017 Emergency Management Performance Grant Contract

Whereas, Wabasha County has applied for and been granted \$20,496 to apply toward expenses associated with the Wabasha County Emergency Management Office through the Emergency Management Performance Grant, and

Whereas, said grant is a 50% matching grant that is awarded through the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, and

Now, Therefore, be it Resolved that Wabasha County enter into an Agreement with the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, by the 2017 Emergency Management Performance Grant Contract.

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Board Chair

Attest:

By: _____
Michael Plante, County Administrator



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2017 Grant Agreement No.: A-EMPG-2017-WABASHCO-083
Grantee: Wabasha County 625 Jefferson Ave. Wabasha, MN 55981	Grant Agreement Term: Effective Date: 1/1/2017 Expiration Date: 12/31/2017
Grantee’s Authorized Representative: Brenda Thomlinson 848 – 17 th St. E, Suite 3 Wabasha, MN 55981 Phone: (651) 565-3069 e-mail: btomlinson@co.wabasha.mn.us	Grant Agreement Amount: Original Agreement \$ 20,496.00 Matching Requirement \$ 20,496.00
State’s Authorized Representative: Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 Matti.Gurney@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2017 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2017 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2017-WABASHCO-083 / PO#3000050114

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Organization: Wabasha County

A-EMPG-2017-WABASHCO-083

Budget Summary (Report)

EMPG			
Budget Category	Award	Match	
Planning			
Wages and benefits	\$20,496.00	\$20,496.00	
Total	\$20,496.00	\$20,496.00	
Total	\$20,496.00	\$20,496.00	
Allocation	\$20,496.00	\$20,496.00	
Balance	\$0.00	\$0.00	

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

September 19, 2017

Agenda Item:

Final Payment to Asphalt Surface Technologies Corporation for completion of projects CP 79-17-8290 (scrub sealcoat) and SAP 079-600-014 (West Newton sealcoat).

Requested Action:

Consider adoption of Resolution No. 2017-178 authorizing the Wabasha County Auditor/Treasurer to issue a warrant for final payment to Asphalt Surface Technologies Corporation completion of projects CP 79-17-8290 (scrub sealcoat) in the amount of \$31,203.09 and SAP 079-600-014 (West Newton sealcoat) in the amount of \$1660.47.

Fiscal Impact:

SAP 079-600-014 was funded completely through the State Park Road Account and on 622nd Street in Greefield and Minneiska Townships. The total project cost was \$33,209.43.

CP 79-17-8290 (scrub sealcoat) was funded through the Wabasha County Wheelage, Transportation Sales Tax or Levy. The total project cost was \$624,061.79 which is approximately \$3700 over original contract and includes adding County Hwy 7 from Hwy 60 to Bellechester.

Background/Recommendation:

Contracts 17008 and 17014 have been completed.

The County Engineer recommends adoption of Resolution No. 2017-178.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-178

Whereas, CP 79-17-8290 and SAP 079-600-014 with any and/or all Supplemental Agreements, Change Orders or Work Orders, have been completed.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Asphalt Surface Technologies Corporation for completion of CP 79-17-8290 in the amount of \$31,203.09.

Be it Further Resolved by the Wabasha County Board of Commissioners the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Asphalt Surface Technologies Corporation for completion of SAP 079-600-014 in the amount of \$1660.47.

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 I

Date:

September 19, 2017

Agenda Item:

Authorize County Highway Department to replace flashing Stop signs at the intersection of County Highway 2 and 33 with typical non-flashing signs when damaged or non-functional.

Requested Action:

Consider adoption of Resolution No. 2017-179 authorizing the Wabasha County Highway Department to replace flashing Stop signs at the intersection of County Highway 2 and 33 with typical non-flashing Stop signs when damaged or non-functional.

Fiscal Impact:

Lower than replacements with flashing Stop signs.

Background/Recommendation:

This item is being requested due to the County Board's previous Board action (Resolution 2012-43). The County Board previously directed the Highway Department to install a Stop sign with flashing lights at the intersection of County Highway 2 and 33. One of the signs has recently been damaged (in a vehicle crash) and is not repairable. Replacement of flashing Stop signs are approximately \$1700 over a typical non-flashing sign. There are also other lower cost options (approximately \$100 plus installation and maintenance) for a flashing beacon above a sign. At this time, a typical non-flashing Stop sign is the recommended replacement; unless directed otherwise by the County Board.

The County Engineer recommends adoption of Resolution No. 2017-179.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-179

Whereas, the Wabasha County Board of Commissioners previously directed the County Highway Department to install flashing Stop signs at the intersection of County Highway 2 and 33; and

Whereas, replacement of one or both signs will be necessary due to damage, deterioration or malfunction.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners the Wabasha County Highway Department is authorized to replace flashing Stop signs at the intersection of County Highway 2 and 33 with typical non-flashing signs when determined necessary by the Wabasha County Engineer or as otherwise recommended by the Wabasha County Engineer.

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

September 19, 2017

Agenda Item:

Sheriff-Approve Modified Joint Powers Agreement/South East Minnesota Violent Crime Enforcement Team (SEMV CET)

Requested Action:

Consider adoption of Resolution 2017-180 authorization and signing of modified Joint Powers Agreement/South East Minnesota Violent Crime Enforcement Team (SEMV CET)

Fiscal Impact:

- None

Background/Recommendation:

- Wabasha County Sheriff's Office has been a member of the Southeastern Minnesota Drug Task Force for over 20 years
- This modification for the JPA is due to procedural changes that were outdated in order to comply with how the Task Force is managed.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

WABASHA COUNTY BOARD OF COMMISSONERS

Joint Powers Agreement
South East Minnesota Violent Crime Enforcement Team (SEMV CET)

Resolution No.: 2017-180

Whereas, the Wabasha County Sheriff's Office has been a member of the Southeastern Minnesota Drug Task Force for over 20 years; and,

Whereas, the current Joint Powers Agreement needed to be modified due to procedural changes that were outdated in order to comply with how the Task Force is managed; and,

Whereas, the Sheriff's Office has received the modified Joint Powers Agreement between the South East Minnesota Violent Crime Enforcement Team (SEMV CET) and the Wabasha County Sheriff's Office which needs to be approved and signed by the County Board Chairperson; and,

Whereas, the Sheriff requests the approval and signing of the Joint Powers Agreement between the South East Minnesota Violent Crime Enforcement Team (SEMV CET) and the Wabasha County Sheriff's Office by the Chairperson of the County Board.

Now, Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Joint Powers Agreement between the South East Minnesota Violent Crime Enforcement Team (SEMV CET) and the Wabasha County Sheriff's Office is hereby approved and authorizes it's signing by the Chairperson of the County Board.

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, County Administrator



South East Minnesota Violent Crime Enforcement Team

Counties: Dodge – Fillmore – Goodhue - Houston - Mower - Olmsted - Wabasha – Winona

Cities: Austin - Kasson – Lake City – Plainview - Red Wing - Winona

Address: 101 4th Street SE, Rochester, MN 55904

JOINT POWERS AGREEMENT

SOUTH EAST MN VIOLENT CRIME ENFORCEMENT TEAM (SEMV CET)

The parties to this Agreement are units of government responsible for the enforcement of controlled substance and violent crime in their respective jurisdictions. The parties desire to work cooperatively in the enforcement of controlled substance laws and violent crime-related offenses and, for that purpose, are hereby forming the South East Minnesota Violent Crime Enforcement Team as a joint powers entity. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes § 471.59.

The undersigned Governmental Units, in joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the joint powers entity shall be the South East Minnesota Violent Crime Enforcement Team.
2. **Definitions.**
 - a. Agent – means a peace officer, employed by a Member, who is assigned to the Enforcement Team.
 - b. Board – means the governing board of the Enforcement Team.
 - c. Enforcement Team – means the South East Minnesota Violent Crime Enforcement Team.
 - d. Fiscal Agent – means a governmental unit that is a Member of the Enforcement Team and is responsible for the administration of financial and accounting functions for the Enforcement Team.
 - e. Member – means a governmental unit that is a signatory to this agreement.

3. **Members.**

Fillmore County
Mower County
Dodge County
Goodhue County
Wabasha County
Winona County
Olmsted County
Houston County
City of Austin
City of Kasson
City of Lake City
City of Plainview
City of Red Wing
City of Winona

- 3.1 The Members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree to act in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term.**

- 4.1 The term of this Agreement shall be for three years, commencing January 1, 2015 and terminating January 1, 2018, unless terminated earlier pursuant to section 5.7(c) of this Agreement. This Agreement shall be automatically extended for successive three-year terms upon the same terms, conditions, and covenants, unless the Enforcement Team is dissolved prior to expiration of the initial or successive term.
- 4.2 Upon dissolution of the Enforcement Team, the board shall provide for the distribution of all Enforcement Team funds and assets in the following manner: (1) The board may determine to sell and liquidate non-monetary assets prior to distribution; (2) only governmental units that have been Members of the Enforcement Team continuously for the 24 months immediately preceding dissolution shall be entitled to share in the distribution; and (3) assets and funds shall be distributed in proportion to the full-time staffing contributions of each Member to the Enforcement Team during the 24 months immediately preceding dissolution, determined by the full-time equivalent contributions of each Member for each of the 24 months immediately preceding dissolution. Property owned by Members shall be returned to the Members upon dissolution. A Member whose membership terminates prior to dissolution of the Enforcement Team is entitled to the return of its own property, but is not entitled to any share or portion of Enforcement Team funds or assets.

5. Governing Board.

- 5.1 The Enforcement Team shall be governed by the Governing Board (“Board”). Members of the Board will be known as “Directors.” The Chief Law Enforcement Officer from each Member, or his or her designee, shall serve as a Director. There shall also be one Director who is an attorney appointed by the Board, who shall not vote in any matters before the Board.
- 5.2 Directors shall not be deemed employees of, nor compensated by, the Enforcement Team.
- 5.3 The Board will elect a Chair. The Chair shall have no more power than any other Director except that the Chair shall: give notice of meetings when scheduled or otherwise called; call meetings to order and provide for their orderly and efficient conduct; provide for the preparation of minutes; be authorized to expend Enforcement Team funds, in an amount up to \$5,000.00 per purchase, for equipment requested by the Enforcement Team Commander to accomplish Enforcement Team objectives; and, when authorized by the passage of a motion by board, execute contracts, agreements, reports, filings, and other documents on behalf of the Enforcement Team. In absence of the Chair another Director will conduct meetings.
- 5.4 The Board will delegate operational control over activities to an Enforcement Team Commander. The Enforcement Team Commander shall be authorized to expend Enforcement Team funds, in an amount up to \$2,500.00 per purchase, for equipment and operational disbursements necessary to accomplish Enforcement Team objectives.
- 5.5 The Board will delegate financial and administrative oversight to the Enforcement Team Coordinator, who shall be an employee of the Member then serving as the Fiscal Agent for the Enforcement Team.
- 5.6 The Board shall meet on a quarterly basis or more frequently as needed. A meeting may be called by any Director, or the Enforcement Team Commander.
- 5.7 It shall require the affirmative vote of at least 70% of all Directors to:
- a. Approve or amend the budget;
 - b. Approve the expenditure or distribution of Enforcement Team funds other than as permitted by Paragraphs 5.3 and 5.4; or to
 - c. Abolish or dissolve the Enforcement Team.

In all other matters, the Board may take action based on the vote of a simple majority. A quorum shall exist, and votes may be taken, if a majority of the Directors or their designees are present.

- 5.8 The attorney Director will assume the following duties:
- a. Recommend to the Board the nature and frequency of training for officers assigned to the Enforcement Team in order to increase successful prosecutions;
 - b. Advise the Enforcement Team on the lawful handling and processing of seized property and evidence and forfeited property and money; and
 - c. Ensure that seizures and forfeitures are reported in accordance with Minnesota Statute § 609.5315, subdivision 6.
- 5.9 The Board may apply for and receive grants, enter into contracts, including agreements for the purchase and rental of real property, and incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.10 The Board may recommend to its Members any changes to this Agreement deemed appropriate to accomplish Enforcement Team objectives and provide for the efficient administration of Enforcement Team business.
- a. Proposed changes submitted in writing for the Board's review at least ten days prior to the next scheduled Board meeting shall be included on the agenda for discussion and preliminary approval.
 - b. Proposed changes preliminarily approved by a Board majority shall be voted upon at the following scheduled Board meeting. The Coordinator shall give at least ten days' notice of the Board meeting and the proposed changes to each Member.
 - c. Upon the affirmative vote of a Board majority, proposed changes shall be recommended to the Members for adoption.
 - d. Proposed changes shall not be enacted and incorporated into the Agreement unless adopted by resolution of the governing body of each Member. For purposes of adopting a change, a Member is a governmental unit represented on the Board on the date a proposed change was approved by the Board.
- 5.11 The Board may receive real or personal property by grant, devise, or bequest for the use of the Enforcement Team.
- 5.12 The Board will ensure that the Enforcement Team has adequate staffing and funding to support law enforcement, prosecutorial and financial operations, including bookkeeping, evidence handling and inventory recording.
- 5.13 The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law) and Chapter 13 (Government Data Practices Act).

- 6. Powers and Duties of the Enforcement Team.**
- 6.1 To accomplish the objectives herein, all Members shall assign at least one peace officer licensed pursuant to Minnesota Statutes § 626.84, subd. 1, to the Enforcement Team.
- 6.2 A typical assignment to the Enforcement Team should be for a minimum period of one year. However, assignments shall be at the pleasure of both the Board and the officer's employing agency and may be terminated at any time.
- 6.3 The Enforcement Team Commander will direct investigative activities based on intelligence provided by the Members with priority given to case investigations that directly impact the Members' communities.
- 6.4 While assigned to the Enforcement Team, all personnel shall be under the direct supervision and control of the Enforcement Team Commander or his or her designee. The Enforcement Team Commander's duties shall include, but not be limited to:
- a. Guiding and directing the activities of personnel assigned to the Enforcement Team;
 - b. Establishing goals, priorities, and work assignments;
 - c. Reviewing and approving reports;
 - d. Scheduling assigned personnel;
 - e. Providing input on employee evaluations, if requested; and,
 - f. Allocating overtime work, if necessary.
- 6.5 The Enforcement Team Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Enforcement Team is organized.
- 6.6 The Member serving as the Fiscal Agent shall cause to be made a biennial financial audit contracted out to an external organization not associated with the Enforcement Team of the books and accounts of the Enforcement Team and shall make and file a report to its Members which includes the following information:
- a. The financial condition of the Enforcement Team;
 - b. The status of all Enforcement Team projects;
 - c. The business transacted by the Enforcement Team;
 - d. Quarterly financial report;

e. Other matters which affect the interests of the Enforcement Team.

- 6.7 The Enforcement Team's books, reports, and records shall be open to inspection by its Members at all reasonable times.
- 6.8 The Members may not incur obligations or approve contracts that extend beyond the term of this Agreement or which will require the expenditure of funds in excess of funds available.
- 6.9 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the Members as the agent, representative or employee of another Member for any purpose or in any manner whatsoever. Personnel assigned to the Enforcement Team by one of the Members shall not be considered temporary or permanent employees of any other Member for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another Member.
- 6.10 The Members acknowledge that it is their sole responsibility to provide all salary compensation and fringe benefits to their employees. Benefits may include, but are not limited to: health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

7. Insurance and Indemnification.

- 7.1 The Enforcement Team will maintain liability coverage with the League of Minnesota Cities Insurance Trust consistent with the limit established by Minnesota Statute § 466.04, as amended, per occurrence, under standard LMCIT liability coverage forms.

Alternatively, the Enforcement Team may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least the amount established by Minnesota Statute § 466.04, per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall be consistent with the limits established by Minnesota Statute § 466.04, as amended.
- The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.

- Each Member, and each Member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Enforcement Team activities or operations.
- 7.2 The Enforcement Team may in its discretion procure coverage for auto liability and damage to or loss of property. If the Enforcement Team at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.
- 7.3 The Enforcement Team agrees to defend and indemnify its Members for any liability claims arising from Enforcement Team activities or operations, and decisions of the Board. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- To the full extent permitted by law, actions by the Parties pursuant to this agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a (a); provided further that for the purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- 7.4 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 7.5 Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.6 Each Member shall be responsible for injuries to or death of its own personnel. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Enforcement Team or are otherwise participating in or assisting with Enforcement Team operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the Enforcement Team or any other Member for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Enforcement Team operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.
- 7.7 Each Member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit

against the Enforcement Team or any other Member for damages to or loss of its equipment arising out of participation in or assistance with Enforcement Team operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members or its officers, employees, or volunteers.

- 7.8 All insurance policies and certificates required under this agreement shall be open to inspection by any Member and copies of the policies or certificates shall be submitted to a Member upon written request.

8. **Finances.**

- 8.1 Enforcement Team operations will be financed from grant funds, drug forfeitures, and cash contributions by each Member. The cash contribution of each Member shall be an amount agreed to by the Board. The Board will consider the Member appointed as Fiscal Agent as having made an in-kind contribution to the Enforcement Team in lieu of a cash contribution.

- 8.2 The Board will appoint a Fiscal Agent approved by the Department of Public Safety. The Fiscal Agent shall serve as sole administrator of all funds contributed by Members or otherwise received by the Enforcement Team, and in such capacity is authorized to receive all funds for deposit and make disbursements therefrom in accordance with generally accepted accounting principles. In conjunction therewith, the Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Enforcement Team funds in accordance with generally accepted accounting principles. It shall also produce quarterly financial and statistical reports which shall be disseminated to all Directors and the Enforcement Team Commander. The Enforcement Team shall maintain all such reports and related records for a period of six (6) years after dissolution of the Enforcement Team.

- 8.3 The Board shall approve an annual operating budget for the Enforcement Team. The Board may amend the budget as necessary.

- 8.4 The Enforcement Team's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Enforcement Team funds except in accordance with the approved budget.

- 8.5 The Board may not incur debts.

9. **Agents.**

- 9.1 Each Member shall assign licensed peace officers to serve on the Enforcement Team as agents.

For each subsequent year, each Member will advise the Board, prior to October 1st, of the number of employees that the Member will provide in the subsequent calendar year.

9.2 All agents assigned to the Enforcement Team shall comply with the policies and rules adopted by the Board. In areas where the Board has not adopted a policy or rule, then personnel assigned to the Enforcement Team shall comply with the policies and rules promulgated by their employing agency. The Enforcement Team Commander, or his or her designee, shall refer disciplinary matters or other instances of misconduct involving an Agent to the Agent's Chief Law Enforcement Officer for investigation, referral, or disposition. However, nothing herein shall be construed to prevent the Enforcement Team Commander from reporting suspected criminal conduct directly to an outside agency for investigation.

9.3 Agents will be responsible for drug and violent crime-related investigations, including intelligence management, case development, and case charging. Agents may also assist other Agents in surveillance and undercover operations. Agents will work cooperatively with assisting agencies. Agents acting under this Agreement in the jurisdiction of another Member are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

9.4 Agents shall be subject to annual performance reviews by the Enforcement Team Commander.

10. Forfeiture, Seizures and Fines.

10.1 Proceeds from forfeited property will be split according to the provisions of Minnesota Statute § 609.5315. All proceeds generated by Enforcement Team operations will be returned to the Enforcement Team to be used to further Enforcement Team objectives.

10.2 The Enforcement Team shall process all cash, physical assets and evidence seized pursuant to Enforcement Team operations utilizing established evidence handling procedures.

10.3 When the Enforcement Team seizes property or funds in cooperation with non-Member law enforcement agencies, the Enforcement Team Commander and Board Chair will negotiate the distribution of the forfeited funds with those agencies.

11. Additional Members and Change in Membership.

11.1 A governmental unit may join the Enforcement Team and become a Member upon approval by the Board and execution of a copy of this Agreement by its governing body.

- 11.2 The Board may involuntarily terminate a Member if that Member has failed to provide a minimum of one Agent to staff the Enforcement Team for more than 12 consecutive months or a Member who fails to contribute the cash or in-kind contribution approved by the Board in paragraph 8.1.
- 11.3 In any case in which a Member identified in paragraph 3 joins the Enforcement Team after the effective date of this agreement or any other governmental unit joins the Enforcement Teams pursuant to paragraph 11.1, contributions by such Members shall be equitably determined and adjusted by the Board to reflect the participation by that Member for less than one full year. The decision of the Board shall be final.
- 11.4 A Member may, upon ninety (90) days' written notice to all other Members, withdraw and cancel its participation in this Agreement. If a Member leaves the Enforcement Team and the Enforcement Team is not dissolved, the departing Member relinquishes all funds contributed to the Enforcement Team.
12. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
13. **Entire Agreement.** The terms and conditions constitute the entire Agreement between the parties. All discussions and negotiations are deemed merged in this Agreement.
14. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the Members represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

IN WITNESS WHEREOF, the undersigned Governmental Units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

Adopted _____
August 17, 2017

Preliminary approval by the Board of Directors on June 15, 2017.

WABASHA COUNTY BOARD OF COMMISSIONERS

Signature of Chairperson

Date Approved

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 A

Date:

September 19, 2017

Agenda Item:

Wabasha County Non-Union Health Insurance Contribution

Requested Action:

See employee contributions towards listed insurance options

Fiscal Impact:

Potential cost savings or impact would depend on the type of coverage selected

Background/Recommendation:

Over the past year, Wabasha County has engaged in negotiations with the various bargaining units within Wabasha County. During the course of those negotiations the County identified the need and trend towards requiring additional employee contribution towards family coverage health care and reducing employee contributions towards single coverage health care. To that end as of January 1, 2019 and moving forward, Wabasha County has secured employee contributions in all of the settled unions contracts which call for employee contribution of 30% towards the base family coverage health care plans and reducing the amount of employee contribution to zero for the base single coverage plan. This resolution would require non-represented employees to make the same contributions as the settled employment contracts.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Wabasha County Non-Union Health Insurance Contribution

Resolution No: 2017-181

Whereas, over the past year Wabasha County has engaged in negotiations with the various bargaining units within Wabasha County; and

Whereas, during the course of those negotiations the County identified the need and trend toward requiring additional employee contributions towards family health care; and

Whereas, during the course of those negotiations the County identified the need and trend toward reducing the need for additional employee contribution towards single health care; and

Whereas, Wabasha County has secured employee contributions in all of the settled union contracts which call for employee contributions of 30% of the family coverage premium cost for the base group hospital and medical insurance deductible plan; and

Whereas, Wabasha County has reduced employee contribution in all of the settled union contracts which call for no cost for the single coverage premium cost for the base group hospital and medical insurance deductible plan; and

Whereas,

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that effective January 1, 2018, and moving forward from that date, the County shall implement the following changes to the insurance plans for non-union employees as listed below:

The Employer shall pay 100% of the cost of single coverage for all regular full-time employees for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan), and the Employer shall pay 70% of the family coverage premium cost for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan.) Any additional cost of the premium shall be paid by the Employee through payroll deduction. The County will offer an HSA/VEBA option in those years in which the County qualifies to offer such as option.

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, Wabasha County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

September 19, 2017

Agenda Item:

Authorize the Purchase of Two Motor Graders

Requested Action:

Consider the adoption of Resolution No. 2017-182 authorizing the Wabasha County Highway Department to purchase two used 2013 John Deere 770G Motor Grader with new snow removal equipment from RDO Equipment Co. and dispose of Unit #836 Cat 140G and Unit #851 Cat 140G by trade-in.

Fiscal Impact:

Impact of \$235,000:

Purchase price of \$150,000 each minus trade-in values of \$29,000 (Unit 836) and \$36,000 (Unit 851).

Remaining 2017 budgeted highway capital equipment is approximately \$65,500, budgeted fund 17 balance is \$56,222 (budgeted for 2017 for use as directed by the County Board), and revenue generated from sale of Millville property minus highway shop paving is approximately \$115,000; which is a total of \$236,722

Background/Recommendation:

In consideration of the other quotes received and the expected performance, the Highway Department recommends the purchase of the two used John Deere 770G; currently with 4422 hours and 4600 hours. Other quotes for one motor grader are shown below:

Used 2015 Cat 12M3 (1150 hours Zielger CAT): \$249,395 - \$35,000 (Unit 836 trade-in) = \$214,395

2017 Cat 12M3 (Zielger CAT): \$278,790 - \$35,000 (Unit 836 trade-in) = \$243,790

2017 John Deere 770G: \$261,353 - \$29,000 (Unit 836 trade-in) = \$232,353

The Wabasha County Engineer recommends adoption of Resolution 2017-182.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-182

Whereas, the Wabasha County Highway Department finds it beneficial to purchase two used 2013 John Deere 770G Motor Graders with snow removal attachments, and

Whereas, with the purchase of two motor graders Unit 836 Cat 140G Motor Grader and Unit 851 Cat 140G Motor Grader with snow removal attachments are considered excess.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the Wabasha County Highway Department be authorized to purchase two used 2013 John Deere 770G Motor Graders from RDO Equipment Co.

Be it further resolved that the Wabasha County Board of Commissioners hereby declares Unit 836 Cat 140G Motor Grader and Unit 851 Cat 140G Motor Grader with snow removal attachments as Excess Equipment and authorizes the County Engineer to dispose as a trade-in allowance.

Be it further resolved that the Wabasha County Board of Commissioners hereby authorizes the transfers of funds as necessary to make the above purchase from unallocated funds in the Capital Equipment fund (Fund 17) and proceeds of the sale of the Millville Highway Shop and property (Fund 15).

Adopted this 19th day of September, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael Plante
County Administrator