

**Wabasha County
Board of Commissioners
Meeting Agenda
October 25, 2016
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**
- A. **Department:** Description
 - 6.0 **Administrator Update**
- A. **Anniversaries:** Employee Name, Department, 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: October 18, 2016
- B. Claims
- C. Meal Vouchers
- D. Per Diems
- E. Administration: County Administrator Performance Evaluation Summary (2016-241)
- F. Emergency Management: Local Emergency Declaration Sept 21-22 Flood Event (2016-242)
- G. Highway: Detour Agreement with State (2016-243)
 - 10.0 **Action/Discussion Items**
 - 11.0 **Commissioner Reports**
 - 12.0 **Board Concerns**
 - 13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, OCTOBER 18TH, 2016

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, October 18, 2016 at 9:00 a.m.

10/18/16

The meeting was called to order by Board Chairman Hall.

CALL TO ORDER

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

ROLL CALL

GOIHL-KEY

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates
Administrator Updates
Public Forum Comments:

STAFF UPDATES
ADMINISTRATOR UPDATES

PUBLIC FORUM

SPRINGER-WOBBE

Motion to approve the consent agenda including the following:

Minutes: October 4th, 2016

Claims

Meal Vouchers

Per Diems

Donations: Accept donations to be used toward the purchase of a new K-9

- Jim & Rita Fox Family Giving Fund - \$150
- Mazeppa Fire Fighter's Relief Association Gambling Fund - \$1,000

Donations: Accept donations for Youth Link Mentorship Program

- Wabasha Rotary Club - \$250
- Peoples State Bank, Plainview - \$100
- Schleicher Funeral Homes, Plainview and Lake City - \$50

APPROVE CONSENT AGENDA

Adopted Unanimously

KEY-SPRINGER

Resolution No.: 2016-234

Whereas, under the current policy when both spouses work for Wabasha County one can chose the family plan and the other single; and

Whereas, this policy significantly increases the potential total out of pocket health costs for the employees.

Now therefore be it resolved, effective with the 2017 enrollment period for current employees and immediately for new employees when the spouse/same-sex domestic partner both work for Wabasha County each can elect single coverage or one can cover the other as a dependant under the family plan, you cannot be covered as both an employee and a dependant under the County plan.

RES 2016-234:
APPROVE FAMILY INSURANCE COVERAGE IF BOTH SPOUSES ARE EMPLOYED BY WABASHA COUNTY

Be it further resolved, employees who elect family coverage will be given both the single and family HSA County contribution when selecting the High Deductible Health Plan.

Adopted Unanimously

GOIHL-WOBBE

Resolution No.: 2016-235

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

RES 2016-235:
APPROVE ADVERTISEMENT FOR BIDS TO

Engineer be authorized to advertise for bids for the 2017 Furnish and Apply Chloride CP 079-17-8270, and Crushed Rock CP 79-17-8260.

Adopted Unanimously

FURNISH AND APPLY CHLORIDE AND CRUSHED ROCK

KEY-SPRINGER

Resolution No.: 2016-236

Whereas, Wabasha County is dedicated to the maintenance and construction of a safe and efficient county road system while being responsive to the needs and values of the citizens of Wabasha County.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached Wabasha County Highway Department 2017 – 2026 Road and Bridge Improvement Plan is hereby approved.

Adopted Unanimously

RES 2016-236: APPROVE COUNTY ROAD AND BRIDGE PLAN

WOBBE-KEY

Resolution No.: 2016-237

Whereas, the County Board of Commissioners of the County of Wabasha, State of Minnesota, desires to offer for sale to the public, parcel of land that has forfeited to the State of Minnesota for non-payment of property taxes and listed on attached Tax Forfeited Land List 2015d; and

Whereas, the County Board of Commissioners must determine the appraised value of the forfeited property to be sold. The sale price cannot be less than the appraised value.

Now, therefore be it resolved by the Wabasha County Board of Commissioners hereby approves the appraised value on the Tax Forfeited Land List 2015d.

Adopted Unanimously

RES 2016-237: APPROVE SETTING APPRAISED VALUE ON FORFEITED LAND

SPRINGER-KEY

Resolution No.: 2016-238

Whereas, a parcel of land have forfeited to the State of Minnesota for non-payment of taxes; and

Whereas, the Wabasha County Board of Commissioners desires to sell these parcels at a public auction.

Be it Resolved by the Wabasha County Board of Commissioners that: the parcel of tax forfeited land listed on Tax Forfeited Land List 2015d be classified as non-conservation land; that the basic sale price of each parcel on the Tax Forfeited Land List 2015d be approved and authorization for a public sale be granted; pursuant to M.S. 282.01; that the sale will be held at 9:00 a.m., Friday, November 18, 2016 by the Wabasha County Auditor/Treasurer in the Commissioner’s Room of the Wabasha County Courthouse, for not less than the basic sale price; and that the sale be cash/money order/check only; that the County Auditor/Treasurer is hereby directed to publish a notice of sale as provided by law.

Be it Further Resolved, that the conditions and terms of the public sale shall be as described in the list contained here-in and approved by the Wabasha County Board of Commissioners.

Adopted Unanimously

RES 2016-238: APPROVE SETTING PUBLIC AUCTION DATE AND TIME FOR FORFEITED LAND

SPRINGER-HALL

Resolution No.: 2016-239

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

Theilman Sportsman Club

West Albany Township

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

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

Adopted Unanimously

RES 2016-239: APPROVE RENEWAL APPLICATION FOR ON SALE RETAIL LIQUOR LICENSE

COMMISSIONER REPORTS

BOARD CONCERNS

SPRINGER-HALL

Resolution No.: 2016-240

RES 2016-240:
APPROVE
PERFORMANCE
EVALUATION OF
COUNTY
ADMINISTRATOR

County Administrator Michael Plante Performance Evaluation

Whereas, Minn. Stat. §13D.05 subd. 3(a) permits closing a County Board meeting to evaluate the performance of an individual who is subject to its authority; and

Whereas, the County Board desires to conduct a performance evaluation of County Administrator Michael Plante; and

Whereas, the Board shall conduct its performance evaluation during the closed session and will summarize the results of that evaluation at its next public board meeting; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, a closed meeting of the County Board will be held to conduct a performance evaluation of County Administrator Michael Plante pursuant to the above referenced terms.

Adopted Unanimously

SPRINGER-KEY

ADJOURN

Motion to Recess to joint meeting with Wabasha County Soil Water Conservation District

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chairman, Rich Hall

ATTEST:

BY: _____
Michael P. Plante, County Administrator

**WABASHA COUNTY
BOARD MEETING
25-Oct-16**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
10/19/2016		32379 - 32383	\$ 928.50
10/19/2016	1833 - 1844	32384 - 32434	\$ 135,356.49

TOTAL AUDITOR'S WARRANTS

\$ 136,284.99

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
FRANTZ, NICOLE	10/5/2016	\$ 10.00
GREFF, TRISTEN	10/4/2016	\$ 10.00
PLANTE, MICHAEL	10/10/2016	\$ 10.00
TOMLINSON, BRENDA	9/29/2016	\$ 10.00

TOTAL MEAL VOUCHERS

\$ 40.00

TAXABLE UNIFORM ALLOWANCE

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

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date:

October 25, 2016

Agenda Item:

County Administrator Performance Evaluation Summary

Requested Action:

Fiscal Impact:

Background/Recommendation:

On October 18, 2016 the Wabasha County Board met in a closed session to discuss the performance of County Administrator Michael Plante. Pursuant to Minnesota Statute a summary of that evaluation must be provided at the next open meeting. Included in the packet is that summary.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2016-241

County Administrator Performance Evaluation Summary

Whereas, On October 18, 2016 the Wabasha County Board met in a closed session to discuss the performance of County Administrator Michael Plante; and

Whereas, Pursuant to Minnesota Statute a summary of that evaluation must be provided at the next open meeting; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached "Summary of County Administrator Performance Evaluation of October 18, 2016" is adopted by reference.

Adopted this 25 day of October, 2016 by the Wabasha County Board of Commissioners.

By: _____
Rich Hall
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Summary of County Administrator

Performance Evaluation of October 18, 2016

On October 18, 2016 the Wabasha County Board met in a closed session to discuss the performance of County Administrator Michael Plante. In addition to the discussion that took place at that time, members of the County Board were encouraged to fill out a written evaluation of Mr. Plante's performance. Below is a summary of the evaluation:

Professional Knowledge:

Mr. Plante's professional knowledge meets or exceeds the expectations of the County Board. In general, Mr. Plante demonstrates a solid knowledge and understanding of finances, policies, and procedures. He maintains relationships with other organizations and administrators to keep abreast of critical trends and practices.

Leadership:

Mr. Plante's leadership skills meet the expectations of the County Board. Specifically, he sets an effective example of high personal standards and integrity with the drive and energy to achieve established goals; inspires trust and confidence with staff, and county commission; and functions as an effective member of a work group.

Communication:

Mr. Plante's communication skills meet or exceed the expectations of County Board members. It is a goal of the Board and Mr. Plante to continue to expand on communication with staff and county stakeholders.

Planning and Innovation

Mr. Plante's planning and innovation skills meet the expectations of the County Board. Mr. Plante effectively anticipates trends and opportunities; conducts appropriate future planning; and takes appropriate and prudent risks to move the county forward.

Managing Results and Expectations

Mr. Plante ensures exercise prudent financial management. Mr. Plante works to ensure that programs and services are provided in a cost effective manner and works to ensure the long term stability of the County.

Problem Solving and Decision Making

Mr. Plante's problem solving and decision making meets and exceeds the expectations of County Board. Mr. Plante takes into consideration the options of others and works to find solutions that are in the best interests of the County.

Community and Staff Relations

Mr. Plante's community and staff relations skills meet or exceed the expectations of the County Board.

Intergovernmental Relations

Mr. Plante seeks input from similar operations of other governments in the county to determine if a potential cooperation is available to make county services more effective and efficient.

Board Relations

Mr. Plante provides the county board with sufficient information and education on issues as appropriate and effectively implements the board's policies, and procedures.

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date: 10/25/16

Agenda Item: Emergency Declaration for September 21-22, 2016 flooding

Requested Action: Declare a Local Emergency for the September 21-22, 2016, flooding

Fiscal Impact: Unknown

Background/Recommendation: On September 21-22, 2016, Wabasha County received heavy rain on already saturated soil. The Zumbro River rose to flood levels and some roads around the county were closed. Once the water receded, there was much debris under the bridges. This declaration will help Wabasha County recoup some of the costs of clean up through State emergency funding.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2016-242

WHEREAS excessive rainfall on September 21-22, 2016, impacted the population of Wabasha County; and

WHEREAS the excessive rainfall event caused flooding and public property damage; and

WHEREAS Wabasha County Emergency Management requests the Wabasha County Board of Commissioners to declare a Local Emergency for Wabasha County for the excessive rainfall event of September 21-22, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the Wabasha County Board of Commissioners declares a Local Emergency for Wabasha County in response to the conditions resulting from the excessive rainfall and flooding on September 21-22, 2016.

Adopted this 25 day of October, 2016, by the Wabasha County Board of Commissioners.

Signed:

Richard Hall, Board Chair

ATTEST:

Michael Plante, County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

October 25, 2016

Agenda Item:

Detour Agreement with State

Requested Action:

Adopt 2016 -243 Resolution for Detour Agreement between Wabasha County and State of Minnesota

Fiscal Impact:

Base upon an estimated 89 days for the detour, the Agreement provides for a total estimated payment to the County of \$22,060. This amount may decrease or increase depending on the actual days of detour use. Additional traffic from the detour may cause the need for maintenance (a cost to the County) above that which would be typical for the road, although the estimated damage from vehicles is expected to be minimal.

Background/Recommendation:

This detour agreement is for a bridge replacement on MnHwy 42 near Hwy 61 (Kellogg) beginning in July 2017. Detour agreements are used to compensate other road authorities for reduced road life and maintenance costs. The road to be used for the detour in Wabasha County is County Highway 14 from intersection with MnHwy 42 east to Hwy 61. MnDOT does not want to use the route of County Hwy 14 north to Conception and east on County Hwy 18 to Kellogg (due to pavement condition on part of County Hwy 18) as the proposed and official detour; although it is expected most traffic will likely use that route. The Agreement is attached.

The County Engineer recommends adoption of Resolution 2016-243.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2016-243

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that Wabasha County enter into Mn/DOT Agreement No. 1026706 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 14 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 42 from 0.28 miles west of Trunk Highway No. 61 to 0.18 miles west of Trunk Highway No. 61 under State Project No. 7901-48 (T.H. 42=042).

It is further resolved by the Wabasha County Board of Commissioners that the Wabasha County Engineer is authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 25th day of October, 2016 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
WABASHA COUNTY
DETOUR AGREEMENT**

For Trunk Highway No. 42 Detour

State Project Number (S.P.):	<u>7901-48</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>42=042</u>	<u>\$22,060.20</u>
State Project Number (S.P.):	<u>7901 (79030)</u>	
Federal Project Number:	<u>BRSTPF 7918 (001)</u>	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Wabasha County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform grading, bituminous surfacing, approaches, and Bridge No. 79030 construction upon, along and adjacent to Trunk Highway No. 42 from 0.28 miles west of Trunk Highway No. 61 to 0.18 miles west of Trunk Highway No. 61 under State Project No. 7901-48 (T.H. 42=042); and
2. The State requires a detour to carry Trunk Highway No. 42 traffic on County State Aid Highway (C.S.A.H.) No. 14 during the construction; and
3. The County is willing to maintain the Trunk Highway 42 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

2. Agreement between the Parties

2.1 Detour

- A. Location.** The State will establish the T.H. 42 detour route on the following County road as detailed in the project plans or Special Provisions:
On C.S.A.H. 14, from T.H. 42 easterly to T.H. 61, for a total distance of 7.72 miles.
- B. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Oversize/Overweight (OSOW) loads may be permitted on a case-by-case basis with County coordination.
- C. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.

- D. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 Maintenance

- A.** The County will maintain the portion of the detour that is on the County road, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Rochester, MN.
- B. County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 42 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3 Basis of State Cost

- A. Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
- i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. Maintenance Costs.** The State's detour maintenance cost will be computed by multiplying \$500.00 times the County road length in miles times the detour duration in months. Fractional miles and fractional months will be used in computing the State's cost.

- 3. Payment.** The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1 For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 14	0.00513	3,050	7.72	89	<u>\$10,750.40</u>
			Road Life Consumed Amount		<u>\$10,750.40</u>

- 3.2 For Maintenance.** \$11,309.80 is the State's estimated cost for detour maintenance based on \$500.00 multiplied times a County road length of 7.72 miles times a detour duration of 2.93 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3 Total Payment and Maximum Obligation.

- A. **\$22,060.20** is the State's estimated payment for road life consumed (\$10,750.40) and maintenance (\$11,309.80).
- B. **\$60,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4 Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County road used as a T.H. 42 detour to as good condition as it was before designation as a temporary trunk highway.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

Name/Title: Rhonda Prestegard, MnDOT Agreements Coordinator (or successor)
 Address: 2900 48th St. NW, Rochester, MN 55901
 Telephone: 507-286-7511
 E-Mail: rhonda.prestegard@state.mn.us

5.2 The County's Authorized Representative will be:

Name/Title: Dietrich Flesch, Wabasha County Engineer (or successor)
 Address: 821 Hiawatha Dr. West, Wabasha, MN 55981
 Telephone: 651-565-3366
 E-Mail: dflesch@co.wabasha.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1 By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3 Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000321856

WABASHA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.