

**Wabasha County
Board of Commissioners
Meeting Agenda
November 7, 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**
- A. Anniversaries:
 - Traci Green, Court Services, 10 Years of Service
 - Larry Howe, Information Technology, 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: October 24, 2017
- B. Claims
- C. Meal Vouchers
- D. Per Diems
- E. Donations
- F. Administration: Approve Performance Evaluation of Wabasha County Administrator (2017-208)
- G. Finance: Approve Hildi Inc. Consulting Services Agreement (2017-209)
 - 10.0 **Action/Discussion Items**
- A. Administration: Property Assessed Cleaned Energy (PACE) Program Presentation and Joint Powers Agreement (2017-210)
- B. Administration: 2017 Teamster Jailer/Dispatcher Collective Bargaining Agreement (2017-211)
- C. A/T: Approve Gambling Permit Application (2017-212)
- D. Finance: Award Sale of Capital Improvement Bonds, Series 2017A (2017-213)
- E. Zoning: Bremer Conditional Use Permit (2017-214)
- F. Zoning: Eggenberger Conditional Use Permit (2017-215)
 - 11.0 **Commissioner Reports**
 - 12.0 **Board Concerns**
 - 13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, OCTOBER 24, 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, October 24, 2017 at 9:00 a.m.

10/24/17

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-GOIHL

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

STAFF UPDATES

Staff Updates:

ADMINISTRATOR UPDATES

Administrator Updates:

GOIHL-WOBBE

Motion to approve the consent agenda including the following:

APPROVE CONSENT AGENDA

Minutes: October 17, 2017

Claims

Meal Vouchers

Per Diems

Donations: Approve and Accept \$1000 donation from Grant and Patti Emerson on behalf of the Wabasha County Substance Abuse Court

DONATIONS

Donations: Approve and Accept \$1563 donation from the Wabasha Kellogg Area Community Foundation on behalf of the Wabasha County Public Health

Discussion: Elected Officials Compensation

DISCUSSION: ELECTED OFFICIALS COMPENSATION

Motion was made to continue the County's practice of setting elected officials based on each position's duties, qualifications, experience, and performance of the elected office holder

Passed 4-1 Nay: Key

GOIHL-HALL

Resolution No: 2017-206

Resolution Authorizing the purchase of a Video Surveillance System upgrade

RES 2017-206: APPROVAL FOR PURCHASE OF VIDEO SURVEILLANCE SYSTEM UPGRADE

Whereas, the Wabasha County Sheriff's Office is requesting to purchase a Video Surveillance System upgrade for the jail video system at a replacement cost of \$97,785 from Accurate Controls, Inc. plus electric work needed of approximately \$4,000; and,

Whereas, the current video system is obsolete and an upgrade is urgently needed. Vendor, Accurate Controls, Inc. is recommended to do the work as they are our current vendor for our existing camera system in place at the CJC; and,

Whereas, there is a 3 year payment plan for this upgrade; and,

Whereas, the cost will not exceed \$102,000.00

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Sheriff is authorized to purchase the Video Surveillance System upgrade for the video system at a cost not to exceed \$102,000; and,

Be it Further Resolved by the Wabasha County Board of Commissioners that funding of this upgrade will come out

of unallocated funds within the capital fund for years 2018, 2019, and 2020.

Adopted Unanimously

SPRINGER-HALL

Resolution No.: 2017-207

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

WOBBE-SPRINGER

Motion to adjourn

Adopted Unanimously

**BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA**

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

RES 2017-207:
APPROVE
CLOSED
SESSION FOR
COUNTY
ADMINISTRATOR
PERFORMANCE
EVALUATION

COMMISSIONER
REPORTS

BOARD
CONCERNS

ADJOURN

**WABASHA COUNTY
BOARD MEETING
7-Nov-17**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
10/31/2017		36773-36777	\$ 1,057.25
10/31/2017	3329-3347	36778-36809	\$ 1,573,474.21
10/31/2017		36886-36892	\$ 7,475.48
10/31/2017	3388-3404	36893-36934	\$ 45,631.67

TOTAL AUDITOR'S WARRANTS

\$ 1,627,638.61

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Dondlinger, Brittany	10/3/2017-10/5/2017	\$ 28.32
Moen, Tina	10/30/2017	\$ 10.00
Plante, Michael	10/18/2017	\$ 10.00
Wallerich, Sadie	10/05/2017, 10/11/2017	\$ 19.18
Wobbe, Mike	10/10/2017	\$ 10.00

TOTAL MEAL VOUCHERS

\$ 77.50

TAXABLE UNIFORM ALLOWANCE

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

**WABASHA COUNTY
BOARD MEETING
7-Nov-17**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Goihl, Brian	09/19/17	HUMAN SERVICES MEETING	50.00
	10/17/17	HUMAN SERVICES MEETING	50.00
			\$ 100.00
Hall, Rich	09/11/17	SEMN WATER RESOURCE	\$ 50.00
	09/19/17	SWCD MTG & BIKE TRAIL	\$ 40.00
	09/19/17	HUMAN SERVICES MEETING	\$ 50.00
	09/25/17	SCHEDULED MEETING	\$ 50.00
	10/17/17	HUMAN SERVICES MEETING	\$ 50.00
	10/23/17	SCHEDULED MEETING	\$ 50.00
			\$ 290.00
Key, Cheryl	09/07/17	HIGH SPEED RAIL	\$ 50.00
	09/13/17	AMC	\$ 50.00
	09/14/17	AMC	\$ 90.00
	09/15/17	AMC	\$ 90.00
	09/19/17	HUMAN SERVICES MEETING	\$ 50.00
	09/21/17	TZD	\$ 50.00
	09/27/17	PH CONFERENCE	\$ 90.00
	09/28/17	PH CONFERENCE	\$ 90.00
	09/29/17	PH CONFERENCE	\$ 90.00
	10/17/17	HUMAN SERVICES MEETING	\$ 50.00
Springer, Don	07/05/17	SELCO COMMITTEE	\$ 50.00
	09/19/17	HUMAN SERVICES MEETING	\$ 50.00
	09/21/17	EXTENSION MEETING	\$ 50.00
	09/26/17	COMMUNITY HEALTH CONFERENCE	\$ 90.00
	09/27/17	COMMUNITY HEALTH CONFERENCE	\$ 90.00
	09/28/17	COMMUNITY HEALTH CONFERENCE	\$ 90.00
	09/29/17	COMMUNITY HEALTH CONFERENCE	\$ 90.00
Wobbe, Mike	08/08/17	PERSONAL MEETING/ BUDGET MEETING	\$ 45.00
	08/08/17	TOWNSHIP OFFICERS MEETING	\$ 45.00
	08/10/17	HIAWATHA TRANSIT MEETING	\$ 50.00
	08/22/17	SWCD MEETING	\$ 50.00
	08/28/17	BUDGET MEETING	\$ 50.00
	08/29/17	PERSONAL MEETING	\$ 50.00
	09/19/17	HUMAN SERVICES MEETING	\$ 50.00
	10/17/17	HUMAN SERVICES MEETING	\$ 50.00
TOTAL PER DIEMS REQUESTED			\$ 1,990.00

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

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

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

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

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date: November 7, 2017

Agenda Item: Summary of Performance Evaluation of Wabasha County Administrator

Requested Action: Approve Performance Evaluation of Wabasha County Administrator

Fiscal Impact: No fiscal impact

Background/Recommendation: On October 24, 2017 at 9:35 a.m. a closed session was conducted for an annual performance evaluation of Michael Plante, Wabasha County Administrator.

Action:

Motion by: _____

Second by: _____

Vote Aye: ____

Vote Nay: ____

No action required: ____

Wabasha County Board of Commissioners

Resolution No.: 2017-208

Resolution to Approve Performance Evaluation of Wabasha County Administrator

Whereas, Michael Plante was appointed as Wabasha County Administrator on March 4, 2014,

Whereas, in a closed session on October 24, 2017 at 9:35 a.m. the Wabasha County Board of Commissioners conducted an annual performance evaluation of Michael Plante,

Whereas, the Administrator outlined goals that had been achieved over the past year,

Whereas, the Administrator outlined several areas he would like to focus on in the upcoming year including the county's organizational structure, minimizing potential budget increases and continuing to work on building relationships and partnerships within the organization and with community stakeholders,

Now Therefore be it Resolved by the Wabasha County Board of Commissioners approve the annual Performance Evaluation of the Wabasha County Administrator, Michael Plante.

Adopted this 7th day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Summary

In a closed session on October 24, 2017, at 9:35 a.m. called to order by Chair Cheryl Key, the Wabasha County Commissioners conducted an annual performance evaluation of Michael Plante, Wabasha County Administrator. Mr. Plante had completed a self-evaluation and distributed to each of the five commissioners.

A Commissioner stated in summary that Michael Plante was appointed as Administrator on March 4, 2014. "Over the last four years we have had no issues with Mr. Plante's performance. What we need to do now is to set goals on what we want to achieve as a County moving forward. Being a member of the AMC committees, going to conferences, and additional training has given this position depth. Mr. Plante is not afraid to take the criticism of unpopular decisions and he follows through with what we ask him to do."

Mr. Plante outlined some of the goals that had been achieved over the past year at Wabasha County as it related to the County's budget, operations, and long term planning. Improving community relations is another goal that Mr. Plante has achieved this year. He has worked to improve communication and has partnered with the cities and other organizations within the County.

Mr. Plante has worked through several personnel issues and has tried to keep the lines of communication open between the commissioners and employees. A Commissioner stated, "Michael handles personnel issues in a fair and nonjudgmental way. He actively listens to both sides and is honest in his feedback." Mr. Plante will continue to work toward staffing efficiencies and make recommendations to the board in regards to personnel issues.

Annually the Board of Commissioner's would like the Administrator to set goals, reflect upon those goals that have been accomplished, and discuss the goals that need to be completed. Over the upcoming year, Mr. Plante outlined several areas that he would like to focus on. Those include reviewing the county's organizational structure, continuing to focus on ways to minimize potential budget increases, and continuing to work on building relationships and partnerships within the organization and with community stakeholders.

The Wabasha County Board of Commissioners thanked Mr. Plante for his service and adjourned the meeting at 10:10 a.m.

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

November 7, 2017

Agenda Item:

Hildi Inc Consulting Services Agreement

Requested Action:

Authorize Board Chair to sign agreement

Fiscal Impact:

Under the new agreement the base fee will be approximately \$3,800. Prior base fee was \$3,700.

Background/Recommendation:

GASB Statements No. 45 and GASB 75 requires disclosures to be made in the County's Financial regarding Other Post Employment Benefits (OPEB) In order to complete these disclosures actuarial valuations are needed every two years. The Finance Director recommends that we continue to utilize Hildi Inc to provide required actuarial services.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-209

Approval of Agreement with Hildi Inc

Whereas, an actuarial study is necessary to provide data needed for disclosure in the County's financial statement under GASB Statements No. 45 and 75, and

Whereas, the County had contracted with Hildi Inc to provide the actuarial services to the County previously, and

Whereas, the next actuarial review is required for fiscal year 2018.

Now Therefore, be it resolved, that the Wabasha County Board of Commissioners hereby approves the attached agreement for consulting services between Hildi Inc and Wabasha County.

Adopted this 7th day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael Plante
County Administrator

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated October 20, 2017 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the “Consultant”) and Wabasha County with offices located at 625 Jefferson Avenue, Wabasha, MN 55981 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant’s invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Deb Koenig
Finance Director
Wabasha County
625 Jefferson Avenue
Wabasha, MN 55981

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: Wabasha County

Consultant: Hildi Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Cheryl Key
(Print or Type)

Name: Jill Urdahl

Title: Board Chair
(Print or Type)

Title: President

Date: 11/7/2017

Date: _____

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	January 1, 2018	December 31, 2019
Base Fees			
The approximate budget for Hildi Inc. consulting services is as follows:			
	2018 Fiscal Year	2019 Fiscal Year	
GASB 75	\$3,800	January 1, 2018 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2019. Approximately \$800 - \$1,000	
<p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies. • A results meeting by conference call to discuss the results. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
<p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated October 20, 2017.

Company: Wabasha County

Consultant: Hildi Inc.

(Authorized Signature)

(Authorized Signature)

11/7/17
(Date)

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

Board of Commissioners Wabasha County

Agenda Item Number: 10.0A

Date:

November 7, 2017

Agenda Item:

Property Assessed Clean Energy (PACE) Program Presentation and Joint Powers Agreement

Requested Action:

Approve JPA

Fiscal Impact:

Background/Recommendation:

The Property Assessed Clean Energy (PACE) program is a way to finance energy efficiency and renewable energy retrofits to eligible non-residential properties. PACE overcomes challenges that hinder energy efficiency projects by eliminating up-front costs, providing low-cost, long-term financing, and making it more efficient for building owners to transfer repayment obligations to a new owner upon sale. Interested property owners and their contractors evaluate measures that achieve energy savings and receive 100 percent financing, repaid as a property tax assessment for up to 20 years.

If approved, the Wabasha County Board is required to adopt by resolution for each assessment. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

Wabasha County Board Of Commissioners

Resolution No. 2017-210

A Resolution Approving The Joint Powers Agreement By And Between The County Of Wabasha And The Port Authority Of The City Of Saint Paul Relating To The Mn Pace Program And Designating The Port Authority As The Implementing Entity To Administer The Program On Behalf Of The County

Whereas, Minnesota Statutes, Sections 216C.435 and 216C.436 (the "Act") authorize the City to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the "Improvements") on qualifying real property located within the boundaries of the County; and

Whereas, the Act authorizes the City to designate an authority other than the City to implement the program under the Act on behalf of the County; and

Whereas, the Port Authority of the City of Saint Paul ("Port Authority") has created a program under the Act known as the Property Assessed Clean Energy Program ("MN PACE") for purposes of implementing and administering the activities described in the Act, and the Port Authority is willing to implement and administer that program on behalf of the County; and

Whereas, the County and the Port Authority desire to enter into a written Joint Powers Agreement whereby the County will designate the Port Authority as the implementing entity to implement and administer the MN PACE program on behalf of the County to finance the Improvements.

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners that execution of the Joint Powers Agreement by and between the County and the Port Authority is hereby approved and that the Port Authority is hereby designated as the implementing entity to implement and administer the MN PACE program on behalf of the County.

Adopted this 7th day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Its Board Chair

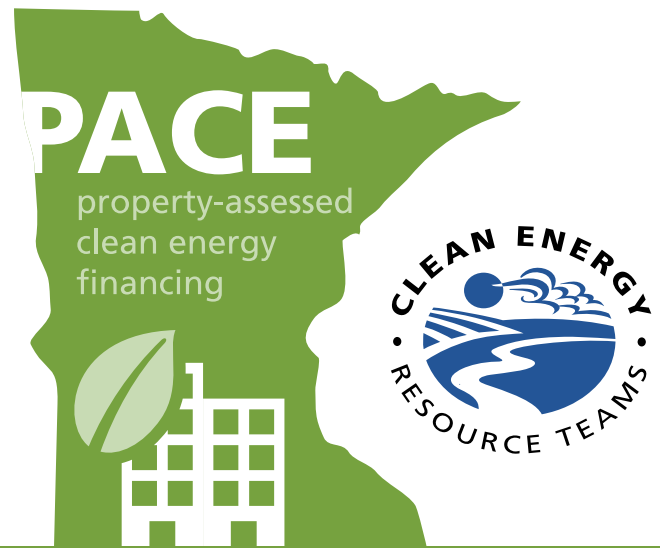
Attest:

By: _____
Michael Plante, Board Clerk

What is Property Assessed Clean Energy (PACE)?

PACE is a new way to finance energy efficiency and renewable energy upgrades to the buildings of commercial property owners.

Energy-saving measures pursued by the owners receive project financing and are repaid as a separate item on their property tax assessment for a set period. PACE eliminates the burden of upfront costs by providing low-cost, long-term financing.



Why PACE, and how does it work?

PACE financing helps overcome several barriers to making energy improvements:

- Eliminates high up-front costs
- Reduces dependence on credit
- Allows for comprehensive retrofits
- Allows programs to recoup their costs

Property Assessed Clean Energy (PACE) financing allows property owners to finance energy-related improvements to their buildings with affordable, long-term capital.

PACE PROJECT PROCESS



HOW THE MONEY FLOWS



[Learn more on reverse](#)

Can I use PACE to finance building improvements?

Minnesota state law allows local units of government to enter into joint powers agreements to create PACE programs. Under this innovative arrangement, commercial, industrial, nonprofit and multi-housing property owners can take on voluntary special assessments to finance energy efficiency, renewable energy, or electric vehicle infrastructure improvements to their properties.

PACE allows companies the opportunity to maintain a positive cash flow while investing in energy upgrades at no cost to taxpayers. PACE financing can also make it easier for building owners to transfer financed improvement repayment to the next owner upon sale, as the repayment resides with the property tax assessment.

Basic qualifications for PACE financing:

- Property owners must be current on mortgage and property taxes
- No federal or state liens against the property
- Must not be in bankruptcy proceeding
- Lender acknowledgement or "consent" from current mortgage lender
- Term of financing may not exceed weighted average useful life of improvements
- Improvements may not exceed 20% of assessed property value

What programs exist in Minnesota?

There are currently two commercial PACE programs available to Minnesota cities and counties that want to help finance building energy improvements in their jurisdictions.

Rural Minnesota Energy Board

Available to entities in the Rural Minnesota Energy Board's counties. The program is administered by the Southwest Regional Development Commission. Learn more at <http://mncerts.org/pace#rmeb>.



Saint Paul Port Authority

Available to entities in any city or county in Minnesota. Interested local governments can work with the Saint Paul Port Authority to authorize the program. Learn more at <http://mncerts.org/pace#sppa>.



Ready To Get Started?



Dig a little deeper: Visit the CERTs website resource page on PACE, which includes program details, a map of all participating cities and counties, and interviews with business owners who have completed projects at <http://mncerts.org/pace>.

Go further: Contact Pete Lindstrom with the Clean Energy Resource Teams at plindstr@umn.edu or 612-625-9634.

**Port Authority of the City of Saint Paul
Property Assessed Clean Energy Program
(MinnPACE)
JOINT POWERS AGREEMENT**

Saint Paul Port Authority
850 Lawson Commons
380 St. Peter Street
Saint Paul, MN 55102
(651) 224-5686
(651) 223-5198 (fax)
www.sppa.com

DRAFT

JOINT POWERS AGREEMENT

This Agreement, made and entered into as of the ____ day of _____, 2017, by and between the Port Authority of the City of Saint Paul (the “Port Authority”), a body corporate and politic, and the County of Wabasha, Minnesota, a political subdivision under the laws of Minnesota (the “County”), provides as follows:

WHEREAS, the Port Authority has been engaged in governmental programs for providing financing throughout the State of Minnesota (the “State”) by making loans evidenced by various financing leases and loan agreements, and in the process of operating these programs the Port Authority has developed a high degree of financial expertise and strength; and

WHEREAS, Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (collectively the “Act”) authorize the County to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the “Cost Effective Energy Improvements” as defined in the Act or “Improvements”) on Qualifying Real Properties” as defined in the Act (the “Properties” or “Property”) located within the boundaries of the County through the use of special assessments; and

WHEREAS, the Act authorizes the County to designate a local government unit other than the County to implement the program under the Act on behalf of the County; and

WHEREAS, the County has one or more projects within the boundaries of the County that have Improvements in need of financing, and has adopted its Resolution No. _____ (a copy of which is attached hereto as Exhibit A) to designate the Port Authority to implement and administer a program on behalf of the County to finance such Improvements; and

WHEREAS, the Port Authority has created a program under the Act known as the Property Assessed Clean Energy Program (“MinnPACE”) for purposes of implementing and administering the activities described in the Act, and the Port Authority is willing to implement and administer that program on behalf of the County as requested herein; and

WHEREAS, the County has expressed a desire to make energy improvement financing programs of the kind managed by the Port Authority available for improvements of eligible properties within its boundaries, including but not limited to the Energy Savings Partnership, Trillion BTU and MinnPACE, and a joint powers agreement is required between the County and the Port Authority for MinnPACE; and

WHEREAS, the Improvements will serve citizens of Wabasha County and the State of Minnesota.

NOW THEREFORE, in consideration of the mutual covenants herein made, the parties to this Agreement hereby agree as follows:

1. The Port Authority will exercise the powers of the Act on behalf of the County by providing financing for Improvements located within the boundaries of the County. Except as otherwise provided in this Joint Powers Agreement, the Port Authority shall be solely responsible for the implementation and administration of MinnPACE and the financing of the Improvements.

2. In connection with its implementation and administration of MinnPACE, and its financing of the Improvements located within the boundaries of the County, it is anticipated that the Port Authority will enter into various agreements with persons wishing to obtain financing for Improvements located within the boundaries of the County as well as with sources of financing for such Improvements (collectively the "Program Documents").

3. The Port Authority may and is permitted to charge fees for its implementation and administration of MinnPACE, which fee will be described in, and payable under, the Program Documents.

4. The Port Authority will have the sole duty and responsibility to comply with or enforce covenants and agreements contained in the Program Documents. This power specifically includes the responsibility for monitoring and enforcing compliance with the provisions of the Program Documents.

5. Either the Port Authority or a lending institution (the "Lender") will use its own financial resources to finance the Improvements (the "Loan"), or a taxable special assessment revenue bond(s) (the "Bond(s)") issued by the Port Authority in favor of the Lender will be used to finance the Improvements. Regardless of the financing mechanism, the Lender will advance funds under the Program Documents to be paid from levied special assessments.

6. The Loan(s) or Bond(s) must be a special/limited obligation of the Port Authority, payable solely from special assessments levied by the County as provided herein. The Loan(s) or Bond(s) and interest thereon must neither constitute nor give rise to a general indebtedness or pecuniary liability, or a general or moral obligation, or a pledge or loan of credit of the Port Authority, the County, the City of Saint Paul or the State of Minnesota, within the meaning of any constitutional or statutory provision. To that end, the Port Authority hereby agrees to indemnify and hold harmless the County from and against any claims or losses arising out of the failure of the Port Authority to provide for the payment of principal of, and the interest or any premium on the Loan(s) or Bond(s), from special assessment payments actually paid to the Port Authority by the County. This indemnity must not, however, be construed to relate to any claims or losses which might arise by virtue of the exercise, by the County, of its governmental powers in connection with the Project, or by virtue of the failure of the County to levy and collect special assessments with respect to the Improvements or promptly remit such special assessment payments to the Port Authority as provided in the Program Documents.

7. As and for its contribution to the financing of the Improvements, and as provided in the Act, the County must impose and collect special assessments necessary to pay debt service on that portion of the Loan(s) or Bond(s) attributable to the Improvements located within the boundaries of the County. Evidence that the County has imposed such special assessments is a

precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County in accordance with the following process:

A. The Port shall provide to County an application from an Applicant under the Program which includes the following documentation:

1) A copy of the Application containing the legal name of the Applicant, its legal status, its legal address, a description of the Project, the cost of the Improvements, the total amount to be assessed against the Property and the address, legal description and tax identification code for the Property upon which the Improvements are to be constructed or installed.

2) A statement from the Port that the proposed Project as described in the Application qualifies under the requirements of the Act and the Port Authority.

3) A fully-executed copy of the Applicant's Petition and Assessment Agreement suitable for evidencing, and recording if necessary, Applicant's agreement to be assessed for the amount of the Improvements.

B. Upon receipt of the documentation described in Subparagraph A above, County agrees that it will levy an assessment against the Property for the amount to be assessed as set forth in Section 7.A. above.

C. Evidence that the County has imposed such special assessments is a precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County.

D. In the event that, after the County levies an assessment against the Property for the costs of the Improvements and related costs as provided for in Subparagraph B above, the Port does not fund the cost of the Improvements as contemplated by this Agreement, the Port shall promptly notify County that it has not and will not fund the costs of the Improvements under the Program and County shall thereafter inform the County Auditor to remove the subject assessment from the Property.

8. Once the County has imposed special assessments to finance Improvements located within the boundaries of the County, the County transfer all collections of the assessments received by it upon receipt to the Port Authority for application to the payment of the applicable Loan(s) or Bond(s). The County will take all actions permitted by law for the recovery of the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4. The County has no obligation to make any payment on the applicable Loan(s) or Bond(s) other than by the imposition and collection of special assessments pursuant to the Act. The County acknowledges that the Lender is a third-party beneficiary of the County's covenants herein with respect to the imposition and transfer of special assessments described herein.

9. Unless otherwise provided by concurrent action of the Port Authority and the County, this Agreement will terminate upon a 30-day's advanced written notice to the other Joint Powers Agreement partner or upon the retirement or defeasance of all Loan(s) or Bond(s), whichever is later; and notwithstanding any other provisions, this Agreement may not be terminated in advance of such retirement or defeasance.

10. This Agreement may be amended by the Port Authority and the County, at any time, by an instrument executed by both of them. The Port Authority or the County may not amend this Agreement, however, if the effect of the amendment would impair the rights of the holder of the Loan(s) or Bond(s), unless the holder has consented to the amendment.

11. This Agreement may be executed in any number of counterparts, each of which when taken together will constitute a single agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Port Authority and the County have caused this Agreement to be executed on their behalf, by their duly authorized officers, as of the day and year first above written.

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By: _____
Its: President

By: _____
Its: Chief Financial Officer

COUNTY OF WABASHA, MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

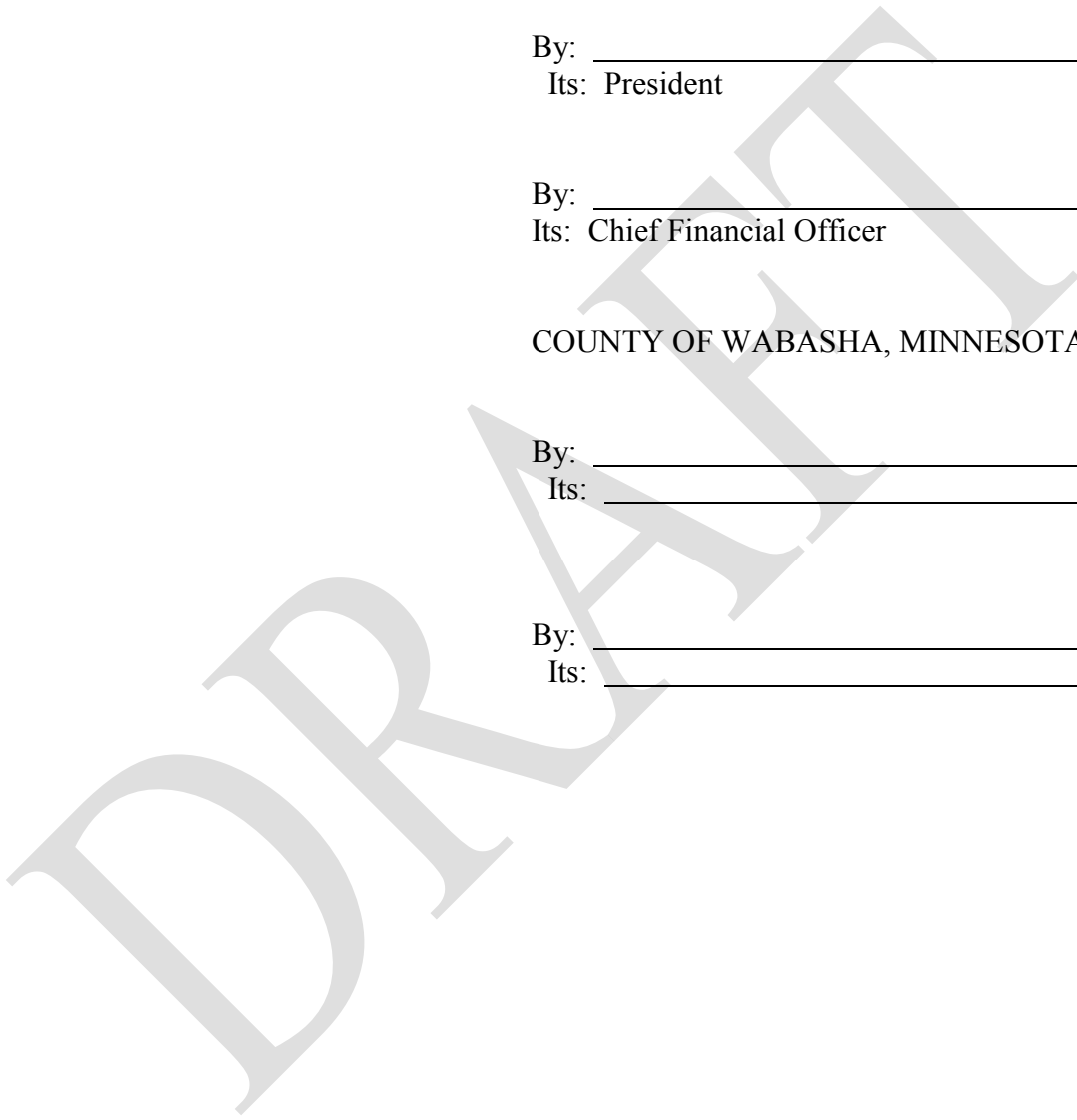


EXHIBIT A

Extract of Minutes of Meeting of the
Board of Commissioners of the County of Wabasha, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of the County of Wabasha (the “County”), was duly held at the Wabasha County Government Center in the County, on _____, 2017, at _____ P.M.

The following members were present:

and the following were absent:

* * * * *

The Chair announced that the next order of business was consideration of the designation of the Port Authority of the City of Saint Paul to implement and administer a program under Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 on behalf of the County.

Member _____ introduced the following resolution and moved its adoption, the reading of which had been dispensed with by unanimous consent:

RESOLUTION NO. _____

RESOLUTION DESIGNATING THE PORT AUTHORITY TO IMPLEMENT AND ADMINISTER A PROPERTY ASSESSED CLEAN ENERGY IMPROVEMENT FINANCING ON BEHALF OF THE COUNTY, AND PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS AS NEEDED IN CONNECTION WITH THAT PROGRAM

BE IT RESOLVED by the Board of Commissioners of the County of Wabasha (the “County”), as follows:

1. The Port Authority of the City of Saint Paul (the “**Port Authority**”) has established the Property Assessed Clean Energy Program (“**MinnPACE**”) to finance the acquisition and construction or installation of energy efficiency and conservation improvements

(the “**Improvements**”), on properties located throughout the State of Minnesota through the use of special assessments pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (the “Act”).

2. In order to finance the Improvements, the County hereby determines that it is beneficial to participate in MinnPACE, and to designate the Port Authority as the implementor and administrator of that program on behalf of the County for purposes of financing Improvements located within the County.

3. The County understands that the Port Authority may obtain funding from designated lending institutions or may issue its MinnPACE special assessment revenue bond(s) to finance the Improvements, and that the sole security for the loan(s) or bond(s) will be special assessments imposed by the governmental entity participating in MinnPACE.

4. To facilitate and encourage the financing of Improvements located within the County, the County covenants to levy assessments for said Improvements on the property so benefitted, in accordance with the Application and Petition for Special Assessments received from the owner(s) of the Property and approved by the Port Authority. The interest rate on the Special Assessments shall be the interest rate on the Loan(s) or Bond(s), and may include additional interest.

5. After imposition of the special assessments, the County shall collect such assessments and remit them to the Port Authority for use in the repayment of the Loan(s) or Bond(s). The County will take all actions permitted by law to recover the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4.

6. The County Manager or Assistant County Manager are authorized to execute on behalf of the County, any documents, certificates or agreements necessary to implement the program authorized by this resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

I, the undersigned, being the duly qualified and acting _____ of the County of Wabasha, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the Board of Commissioners of said County held _____, with the original thereof on file and of record in my office and the same is a full, true and complete transcript therefrom.

WITNESS My hand officially and the seal of the County this _____ of _____.

(Seal)

By: _____
Its: _____
County of Wabasha

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

November 7, 2017

Agenda Item:

2017 Teamster Jailer/Dispatcher Collective Bargaining Agreement

Requested Action:

Approve Tentative Agreement

Fiscal Impact:

As outlined in the contract.

Background/Recommendation:

The Wabasha County Negotiation Team met in negotiations and mediation with the Teamster Jailer/Dispatcher bargaining unit and the parties have reached a tentative agreement. The negotiation committee recommends ratification of the contract.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-211

2017 Teamster Jailers/Dispatchers Collective Bargaining Agreement

Whereas, the Wabasha County Negotiation Team met in negotiations and mediation with the Teamster Jailer/Dispatcher collective bargaining unit, and;

Whereas, the parties have reached a Tentative Agreement, and;

Whereas, the Negotiation Committee has reviewed the agreement and it met with their unanimous approval, and

Whereas, the Teamster Jailer/Dispatcher Union has voted to accept the agreement as presented

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners approves the adoption of the attached agreement.

Adopted this 7th day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael P. Plante, Wabasha County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date: 11/07/17

Agenda Item: Approval of MN Lawful Gambling Exempt Permit Application for American Legion Post 598-Mazeppa Twp.

Requested Action: Adopt resolution to approve premise permit application

Fiscal Impact: none

Background/Recommendation: Recommend approval.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-212

Whereas, the following applicant wishes to have their MN Lawful Gambling Exempt Permit approved:

Kevin Majerus

American Legion Post 598

Whereas, Exempt Permit is for gambling at Mac's Park Place 57444 406th Ave Mazeppa, MN 55956, Mazeppa Twp.

Whereas, the application have been approved by Mazeppa Twp Board. The permit runs for 1 day, Jan 13, 2018.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby approves, the MN Lawful Gambling Exempt Permit for American Legion Post 598 at Mac's Park Place of Mazeppa.

Adopted this 7th day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____

Cheryl Key
Board Chair

Attest:

By: _____

Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

November 7, 2017

Agenda Item:

Issuance and awarding sale of GO Jail Capital Improvement Bonds, Series 2017A

Requested Action:

Approve resolution authorizing issuance, awarding sale and repayment terms of GO Jail Capital Improvement Bonds, Series 2017A

Fiscal Impact:

Refinances the Certificates of Participation (COP) in order to lower interest rates and obtain debt service savings

Background/Recommendation:

In October the Board authorized the issuance and sale of General Obligation Capital improvement Bonds, Series 2017A. By doing the sale prior to the early redemption date of the COP the benefit would be to guarantee future savings.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

NOTE: The resolution will not be included in the Board packet and will be presented at the Board meeting as the final terms will not be determined until the sale date of November 6, 2017

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 E

Date:

November 7, 2017

Agenda Item:

Kirk & Kate Bremer Conditional Use Permit Application

Requested Action:

The Wabasha County Planning Commission voted to recommend the CUP be denied on a vote of 5-0.

Fiscal Impact:

None

Background/Recommendation:

On September 13, 2017 an application was submitted by Kirk and Kate Bremer for a Conditional Use Permit to allow for the operation of a dog boarding/daycare facility on parcel 08.00026.06 located in Section 8, Township 111 North, Range 12 West, Town of Lake (30460 Miller's Creek Court). The Wabasha County Planning Commission conducted a public hearing on October 23, 2017 to provide an opportunity for the public to present any testimony related to the request. The Wabasha County Planning Commission discussed the matter after the public hearing and with a vote of 5-0 recommends to the Wabasha County Board of Commissioners that the request be denied based upon the findings as follows:

1. The conditional use will be injurious to the use or enjoyment of other properties in the immediate vicinity and will substantially diminish or impair property values in the vicinity.
2. The applicant has not and/or will not provide adequate measures to prevent or control offensive odor, fumes, dust, noise, vibration, or light which constitute a nuisance or disturbance to the neighbors.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution Number: 2017-214

Denial of Kirk & Kate Bremer Conditional Use Permit Application

Whereas, On September 13, 2017 an application was submitted by Kirk and Kate Bremer for a Conditional Use Permit to allow for the operation of a dog boarding/daycare facility on parcel 08.00026.06 located in Section 8, Township 111 North, Range 12 West, Town of Lake (30460 Miller's Creek Court); and

Whereas, The Wabasha County Planning Commission conducted a public hearing on October 23, 2017 to provide an opportunity for the public to present any testimony related to the request; and

Whereas, The Wabasha County Planning Commission discussed the matter after the public hearing and with a vote of 5-0 recommends to the Wabasha County Board of Commissioners that the request be denied.

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners denies the Conditional Use Permit application submitted by Kirk and Kate Bremer for a dog boarding/daycare facility based upon the reasons as follows:

1. The conditional use will be injurious to the use or enjoyment of other properties in the immediate vicinity and will substantially diminish or impair property values in the vicinity.
2. The applicant has not and/or will not provide adequate measures to prevent or control offensive odor, fumes, dust, noise, vibration, or light which constitute a nuisance or disturbance to the neighbors.

Adopted this 7th day of November 2017, by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 F

Date:

November 7, 2017

Agenda Item:

Eggenberger CUP

Requested Action:

Wabasha County Planning Commission voted to recommend the CUP be approved with five conditions on a vote of 5-0.

Fiscal Impact:

None

Background/Recommendation:

On October 10, 2017 an application was submitted by Michael Eggenberger for a Conditional Use Permit to allow for a dog training business on parcel 08.00265.00 located in Section 8, Township 111 North, Range 12 West, Town of Lake (30525 Miller’s Creek Court). The Wabasha County Planning Commission conducted a public hearing on October 23, 2017 to provide an opportunity for the public to present any testimony related to the request. After all comments were considered, the Planning Commission voted 5-0 to forward the request to the County Board for consideration with a recommendation that the Board approve the CUP with five conditions. The five conditions are as follows:

1. The conditional use permit to operate a dog training business for the described property in the application shall only be valid for Michael Eggenberger and shall not be transferable to any other individual.
2. The applicant shall abide by all representations and commitments made during the permitting process as well as before the Planning Commission, in accordance with all conditions to the conditional use permit, taken as a whole, as approved by the Planning Commission and the County Board.
3. The number of dogs allowed to be boarded overnight as part of the training business shall be limited to three. The number of dogs that are participants in scheduled daytime training events shall be limited to six. Nuisance standards found in Chapter 9.02 of the Wabasha County Zoning Ordinance shall still apply.
4. The applicants shall meet sanitary requirements for the collection of dog waste and wastewater.
5. The applicants shall comply with all relevant regulations and standards of Wabasha County and the State of Minnesota.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution Number: 2017-215

Eggenberger Conditional Use Permit

Whereas, On October 10, 2017 an application was submitted by Michael Eggenberger for a Conditional Use Permit to allow for a dog training business on parcel 08.00265.00 located in Section 8, Township 111 North, Range 12 West, Town of Lake (30525 Miller's Creek Court); and

Whereas, The Wabasha County Planning Commission conducted a public hearing on October 23, 2017 to provide an opportunity for the public to present any testimony related to the request; and

Whereas, The Wabasha County Planning Commission discussed the matter after the public hearing and with a vote of 5-0 recommends to the Wabasha County Board of Commissioners that the request be approved with five conditions.

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners approves the Conditional Use Permit for Michael Eggenberger with the conditions as follows:

1. The conditional use permit to operate a dog training business for the described property in the application shall only be valid for Michael Eggenberger and shall not be transferable to any other individual.
2. The applicant shall abide by all representations and commitments made during the permitting process as well as before the Planning Commission, in accordance with all conditions to the conditional use permit, taken as a whole, as approved by the Planning Commission and the County Board.
3. The number of dogs allowed to be boarded overnight as part of the training business shall be limited to three. The number of dogs that are participants in scheduled daytime training events shall be limited to six. Nuisance standards found in Chapter 9.02 of the Wabasha County Zoning Ordinance shall still apply.
4. The applicants shall meet sanitary requirements for the collection of dog waste and wastewater.
5. The applicants shall comply with all relevant regulations and standards of Wabasha County and the State of Minnesota.

Adopted this 7th day of November 2017, by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator