

Wabasha County
Board of Commissioners
Meeting Agenda
November 21, 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: November 7, 2017
 - B. Claims
 - C. Meal Vouchers
 - D. Per Diems
 - E. Administration: Approve 2018 Cost of Living Adjustment (COLA) for Non-Union Employees (2017-216)
 - F. Administration: Approve Property Assessed Clean Energy (PACE) Request – Meyer Application (2017-217)
 - G. Social Services: Approve Disposal of Obsolete Equipment (2017-218)
 - H. Sheriff: Approve Purchase of Fourteen (14) Dual Band Pagers for Emergency Services (2017-219)
 - I. Highway: Accept and Award Bid Contract to Icon Constructors, LLC (2017-220)
 - J. Highway: Accept and Award Bid for Furnish and Application of Chloride Solution to Northern Salt, Inc.(2017-221)
 - K. Highway: Accept and Award Bid to Asphalt Surface Technologies Corporation (2017-223)
 - L. Highway: Accept and Award Bid for Furnish and Apply Traffic Paint to Traffic Marking Service, Inc. (2017-224)
 - M. Highway: Approve Detour Agreement with MnDOT (2017-225)
 - N. Highway: Approve Final Payment to Rochester Sand and Gravel (2017-226)
 - O. Highway: Approve Disposal of one Recycling Shed (2017-227)
 - P. Highway: Accept Proposal of Metal Culverts, Inc. for Culvert Replacement (2017-228)
- 10.0 Action/Discussion Items**
- A. Presentation: Water Resource Management in SE Minnesota
 - B. Set for Public Hearing: Economic Development Property Tax Abatement Request - Lake City Sanctuary Hospice (2017-229)
 - C. Highway: Approve County Sponsorship of City of Wabasha Local Road Improvement Program (LRIP) Grant Application (2017-230)
 - D. Highway: Approve Advancement of County State Aid Construction Account Funds (2017-231)
 - E. Highway: Accept and Award Bid for Aggregate Surfacing to Bruening Rock Products, Inc. (2017-222)
 - F. Presentation: County Attorney Karrie Kelly
 - G. Presentation: County Sheriff Rodney Bartsh
- 11.0 Commissioner Reports**
 - 12.0 Board Concerns**
 - 13.0 Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, NOVEMBER 7, 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, November 7, 2017 at 9:00 a.m.

11/07/17

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

Anniversaries:

- Traci Green, Court Services, 10 Years of Service
- Larry Howe, Information Technology, 5 Years of Service

Administrator Updates:

ADMINISTRATOR UPDATES

WOBBE-SPRINGER

Motion to approve the consent agenda including the following:

Minutes: October 24, 2017

Claims

Meal Vouchers

Per Diems

APPROVE CONSENT AGENDA

Resolution No.: 2017-208

RES 2017-208:
APPROVE PERFORMANCE EVALUATION OF WABASHA COUNTY ADMINISTRATOR

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.

Resolution No.: 2017-209

RES 2017-209:
APPROVE HILDI, INC. CONSULTING SERVICES AGREEMENT

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 Unanimously

WOBBE-SPRINGER

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 Unanimously

GOIHL-SPRINGER

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 Unanimously

SPRINGER-WOBBE

Resolution No.: 2017-212

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

Kevin Majerus

American Legion Post 598

RES 2017-210:
APPROVE
PROPERTY
ASSESSED
CLEAN ENERGY
(PACE) JOINT
POWERS
AGREEMENT

RES 2017-211:
APPROVE 2017
TEAMSTER
JAILERS &
DISPATCHERS
COLLECTIVE
BARGAINING
AGREEMENT

RES 2017-212:
APPROVE
GAMBLING
PERMIT
APPLICATION

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 Unanimously

GOIHL-HALL

Resolution No. 2017-213

Resolution Authorizing Issuance, Awarding Sale, Prescribing The Form And Details And Providing For The Payment Of \$3,670,000 General Obligation Capital Improvement Plan Bonds, Series 2017a

RES 2017-213:
APPROVE
AWARD SALE
OF CAPITAL
IMPROVEMENT
BONDS SERIES
2017A

Be It Resolved by the Board of Commissioners (the "Board") of Wabasha County, Minnesota (the "County"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. On October 3, 2017, this Board held a public hearing on the adoption of its Capital Improvement Plan (the "CIP") and the question of issuing General Obligation Capital Improvement Plan Bonds (the "Bonds"), after notice duly published in the official newspaper of the County as set forth in Minnesota Statutes, Section 373.40, subdivision 2. No petition requesting a vote on the question of adopting the amendments to the CIP or issuing the Bonds was filed within 30 days of October 3, 2017. This Board hereby finds that the Bonds may be issued without an election pursuant to Minnesota Statutes, Section 373.40, subdivision 2.

By Resolution adopted October 3, 2017 (the "Preliminary Resolution"), this Board authorized the issuance and sale of the Bonds in the approximate aggregate principal amount of \$4,100,000. Proceeds of the Bonds will be used to finance various capital improvements identified in the CIP, including the acquisition of the Wabasha County Criminal Justice Center (the "Building") located at 848 17th Street East in the City of Wabasha, Minnesota, which Building is currently leased by the County from Wells Fargo Bank, National Association (the "Bank"). The proceeds of the Bonds being used to purchase the Building will be applied to refund in a current refunding the County's Certificates of Participation, Series 2008B, dated, as originally issued, as of June 1, 2008 (the "Series 2008B Certificates"), maturing on February 1 in the years 2019 through 2028 and outstanding in the principal amount of \$4,530,000 (the "Refunded Bonds"), which Series 2008B Certificates were issued to finance ~~the construction of the Building.~~

The Refunded Bonds are expected to be called for redemption and prepayment on February 1, 2018 (the "Redemption Date"). The refunding of the Refunded Bonds is being carried out for the purposes described in Minnesota Statutes, Section 475.67, subdivision 3, section (b)(2)(i) and in compliance with Minnesota Statutes, Chapter 475.

The County finds that the maximum principal and interest to become due in any year on the Bonds and all other bonds issued by the County (approximately \$481,000) under Minnesota Statutes, Section 373.40 is less than 0.12 percent (\$3,719,955) of the taxable market value of property in the County (approximately \$3,099,962,500).

1.02. Sale. The County has retained Springsted Incorporated, as independent municipal advisor, to assist the County in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and true interest cost under the terms of each bid have been determined. The most favorable proposal received is that of Robert W. Baird & Company, Incorporated, of Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds at a price of \$3,983,548.03, the Bonds to bear interest at the rates set forth in Section 2.01. The proposal is hereby accepted, and the Chair and the County Administrator are hereby authorized and directed to execute a contract on the part of the County for the sale of the Bonds with the Purchaser. The good faith deposit of the Purchaser, if any, shall be retained and deposited by the County until the Bonds have been

delivered and shall be deducted from the purchase price paid at settlement.

1.04. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of December 7, 2017, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities. The Bonds shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid at the annual rates set forth opposite such years and amounts, as follows:

<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>
2019	\$325,000	4.00%	2024	\$430,000	4.00%
2020	360,000	5.00	2025	445,000	3.00
2021	375,000	5.00	2026	460,000	3.00
2022	395,000	4.00	2027	470,000	3.00
2023	410,000	4.00			

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.06 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable semiannually on February 1 and August 1, commencing August 1, 2018, each such date being referred to herein as an Interest Payment Date, to the person in whose name the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.03. Redemption. The Bonds will not be subject to redemption prior to their stated maturities.

2.04. Appointment of Initial Registrar. The County hereby appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial registrar, transfer agent and paying agent (the "Registrar"). The Chair and County Administrator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.05. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated

transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Administrator and shall be executed on behalf of the County by the signatures of the Chair and County Administrator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Administrator shall deliver them to the Purchaser upon payment of the purchase price in

accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.07. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair or County Administrator, if not previously filed, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds,

the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A.

SECTION 3. USE OF PROCEEDS. Upon payment for the Bonds by the Purchaser, the County Administrator shall deposit and apply proceeds of the Bonds as follows: (a) \$3,939,316.60, together with certain other amounts, including amounts on deposit in the funds originally established for the Refunded Bonds, shall be deposited into the Bond Fund established under the Trust Indenture for the Refunded Bonds to be applied to the redemption thereof on the Redemption Date; (b) \$44,231.43 shall be used to pay costs of issuance of the Bonds and (c) \$0- will be deposited in the Bond Fund described hereinbelow.

SECTION 4. GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A BOND FUND. The Bonds shall be payable from a separate General Obligation Capital Improvement Plan Bonds, Series 2017A Bond Fund (the "Bond Fund") of the County, which Bond Fund the County agrees to maintain until the Bonds have been paid in full. The moneys on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Into the Bond Fund shall be paid: (a) any amount in excess of the amounts described in Section 3; (b) all taxes collected pursuant to Section 5; (c) all excess amounts on deposit in the funds maintained for the payment of the Refunded Bonds upon the retirement of the Refunded Bonds on the Redemption Date; and (d) any other funds appropriated by the Board for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the County Auditor is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date. If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the County covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached levy calculation

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 6. BOND FUND BALANCE RESTRICTION. In order to ensure compliance with the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations thereunder (the "Regulations"), upon allocation of any funds to the Bond Fund, the balance then on hand in the Bond Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay the Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment

thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or, if notice of redemption as herein required has been irrevocably provided for, to such earlier redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. Covenant. The County covenants and agrees with the owners from time to time of the Bonds, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations, and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and applicable Regulations. The County represents and covenants that all improvements financed from the proceeds of the Bonds are and will be owned and operated by the County and available for use by members of the general public on a substantially equal basis. The County has not and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use, operation or maintenance of the financed facilities or any part thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chair and County Administrator being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the applicable Regulations.

8.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

8.04. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) and are not excluded from this calculation by Section 265(b)(3)(C)(ii) of the Code which will be issued by the County and all subordinate entities during calendar year 2012 does not exceed \$10,000,000.

8.05. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to

continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2017, the following financial information and operating data in respect of the County (the Disclosure Information):
 - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: "County Property Values," "County Indebtedness" and "County Tax Rates, Levies and Collections" which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) principal and interest payment delinquencies;
 - (B) non-payment related defaults, if material;
 - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) substitution of credit or liquidity providers, or their failure to perform;
 - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
 - (G) modifications to rights of Bond holders, if material;
 - (H) Bond calls, if material and tender offers;
 - (I) defeasances;
 - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
 - (K) rating changes;
 - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
 - (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is material if a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also material if it would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
- (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
 - (C) the termination of the obligations of the County under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).

All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration and Levy of Taxes. The County Administrator is hereby authorized and directed to file a certified copy of this resolution in the records of the County, together with such additional information as required, and to issue a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

9.02. Certification of Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County to the facts recited herein.

9.03. Official Statement. The Preliminary Official Statement relating to the Bonds prepared and distributed by Springsted Incorporated is hereby approved. Springsted Incorporated is hereby authorized on behalf of the County, to prepare and distribute to the Purchaser within seven business days from the date hereof, a

supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

Adopted Unanimously

SPRINGER-HALL

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 Unanimously

SPRINGER-HALL

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.

RES 2017-214:
APPROVE
DENIAL OF
BREMER
CONDITIONAL
USE PERMIT

RES 2017-215:
APPROVE
EGGENBERGER
CONDITIONAL
USE PERMIT

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 Unanimously

By consensus the board delegated organizational restructuring and personnel decision making to the County Administrator.

SPRINGER-GOIHL

Motion to Recess to Wabasha County 4-H Award Banquet, November 19, 2017 at 6:00pm, American Legion in Millville, MN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

COMMISSIONER
REPORTS

BOARD
CONCERNS

ADJOURN

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

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
11/15/2017		36968-36974	\$ 2,835.75
11/15/2017	3428-3441	36975-36995	\$ 1,597,736.09
11/15/2017		36996-37002	\$ 198,709.59
11/15/2017	3442-3463	37003-37057	\$ 479,737.10
11/15/2017			

TOTAL AUDITOR'S WARRANTS

\$ 2,279,018.53

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Bartsh, Rodney	10/19/17 & 10/24/17 & 10/26/17	\$ 29.00
Frantz, Nicole	10/30/2017	\$ 8.31
Griggs, Amanda	11/6/2017	\$ 9.94
Plante, Michael	11/1/2017	\$ 10.00
Rabehl, Rita	11/2/2017	\$ 10.00
Resech, Gwen	10/27/2017	\$ 10.00
Tomlinson, Brenda	11/3/2017	\$ 10.00
Wagner, Aileen	10/27/2017	\$ 10.00
Wallerich, Sadie	10/23/2017	\$ 10.00

TOTAL MEAL VOUCHERS

\$ 107.25

TAXABLE UNIFORM ALLOWANCE

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Hungerford, Kevin	10/12/2017	\$ 108.60
Hungerford, Kevin	11/4/2017	\$ 74.99
TOTAL UNIFORM ALLOWANCE VOUCHERS		<u>\$ 183.59</u>

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date:

November 21, 2017

Agenda Item:

Cost of Living Adjustment (COLA) for Non-Union Employees

Requested Action:

Approve COLA Amount

Fiscal Impact:

Background/Recommendation:

Annually the Board makes the determination as to whether or not County employees will receive a Cost of Living Adjustment (COLA). Currently the budget has allocated for a 2.5% COLA. It is recommended that a 2.5% COLA be approved for the County's non-union employees.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution Number: 2017-216

Non-Union COLA for 2018

Whereas, the County Board approves Cost of Living Adjustments (COLA) for non-union employees, and

Whereas, a 2.5% increase is included in 2018, and

Now therefore be it resolved by the Wabasha County Board of Commissioners that the Non-Union pay grid be adjusted by a 2.5% COLA effective January 1, 2018.

Be it further resolved by the Wabasha County Board of Commissioners that:

- Highway seasonal workers' rate of pay will not be adjusted by the COLA increase and will be addressed by future resolution.
- Bailiffs will receive the same COLA increase as other non-union positions (position is not on the non-union grid)
- Any non-union employee being paid above the final step of their pay grid will receive only the amount equal to their final step.
- Part time dispatchers, deputy sheriffs and jailers will be paid at 50 cents below the starting wage of the union contract wage schedule as approved by Board resolution on December 17th, 2002
- Wages for Non-Union Court Services employees will be determined by the 3rd Judicial District Judge for Wabasha County
- The salaries and wages of non-union employees in the elected officials (ie: county attorney, county auditor/treasurer, county recorder, and county sheriff) offices are not included in this resolution. Those wages and salaries will be determined when the Board sets the budgets for those offices.

Adopted this 21st day of November 2017 by the Wabasha County Board of Commissioners

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael Plante
Clerk to the Board

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

November 21, 2017

Agenda Item:

Property Assessed Clean Energy (PACE) Request – Meyer Application

Requested Action:

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.

The request for special assessments that was received relates to the Meyer property located in Lake City. Please see the enclosed documents for more information.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

WABASHA COUNTY BOARD OF COMMISSONERS

Resolution No. 2017-217

Property Assessed Clean Energy (PACE) Request – Meyer Application

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, an application was received from Jon Meyer for property located at 71520 370th St. Lake City, MN 55041 to participate in that PACE program; and

Now Therefore Be It Resolved, the Wabasha County Board of Commissioners the above referenced application, which is formally adopted by reference, is approved and that the Wabasha County Auditor/Treasurer's Office shall apply the special assessment to the property.

Adopted this 21st day of November 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Its Board Chair

Attest:

By: _____
Michael Plante, Board Clerk

380 St. Peter Street
Suite 850
Saint Paul, Minnesota
55102-1313



Tel: 651-224-5686
Fax: 651-223-5198
Toll Free: 800-328-8417
www.sppa.com

November 7, 2017

Denise Anderson
Wabasha County
625 Jefferson Avenue
Wabasha, MN 55981

Dear Denise:

The Saint Paul Port Authority is requesting the Wabasha County Board place a Property Assessed Clean Energy (PACE) special assessment on the following parcel as requested by the property owner:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Interest Accrual Date</u>
Jon Meyer	R11.00139.00	\$37,000.00	01/01/2018

As the administrator of PACE for Wabasha County, the Port Authority has reviewed this assessment and it has determined that this project conforms with the Minnesota PACE statutes. The interest rate is 4.50% and this should be amortized evenly over the 10-year term of the assessment.

Thank you for all of the assistance and effort the County has expended to make PACE available for energy efficiency and renewable energy projects in your county.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pete Klein".

Pete Klein
Vice President of Finance

PMK:djk



MinnPACE

Division of the Saint Paul Port Authority

minnpace.com

380 Saint Peter Street, Suite 850

Saint Paul, MN 55402

AUG 07 2017

651-224-5686 (phone) | 651-223-5198 (fax)

Special Assessments Application and Petition Agreement

The Property Assessed Clean Energy Program (MinnPACE), administered by the Saint Paul Port Authority, provides a finance mechanism for the installation of energy efficiency, renewable and conservation Improvements that are permanently fixed to the eligible properties and petition for special assessments in accordance with Minnesota Statutes Sections 216C.435 and 2016C.436 and Chapter 42, and the MinnPACE program. For further information on eligibility requirements, see the Administrative Guidelines and Financing Summary found at minnpace.com or contact the Saint Paul Port Authority at 651-224-5686. This MinnPACE Agreement contains an Application section, a Petition for Special Assessment, and designated attachments, all of which must be reviewed and completed, and constitute a full and complete agreement.

APPLICATION

Eligibility Requirements

- Applicant(s) is/are legal owner(s) of the Property described in the Application (the "Property.")
• Property is developed and located within the City of Lake City and County of Wabasha
• Property Owner is current on all mortgage(s). All lenders have signed the Lender Acknowledgement Form for MinnPACE Financing.
• Property Owner is not in bankruptcy and the Property is not an asset in a bankruptcy proceeding.
• There are no federal or state income tax liens, judgment liens or similar involuntary liens on the Property.
• Applicant(s) has/have provided a Good Standing Certificate certified by the Minnesota Office of the Secretary of State if the organization is formed as a corporation, or provided a Member Agreement, or Operating Agreement, certified to be a true and correct copy and a Good Standing Certificate certified by the Minnesota Office of the Secretary of State if the organization is formed as an LLC or LLP.
• Improvement costs are reasonable for the scope of the proposed Improvements and in relation to Property value.
• Requested Financing Amount does not exceed the lesser of 20 percent of the Property Market Value or the actual cost of installing the Improvements, including the cost of necessary equipment, materials and labor, the cost of energy audit or renewable energy feasibility study and the cost or verification of installation, less the value of expected rebates.
• Term of financing requested does not exceed the weighted average of the useful life of the Improvements.
• Applicant(s) has/have obtained an energy audit or renewable energy feasibility study on the Property.

Below, please list and identify all real estate upon which the improvement will constructed or will be directly benefited. Property Owner(s) Legal Name(s) (as they appear on Property tax records)

Applicant #1: Jon Meyer

List all parcel #s Owned by Applicant #1: 71520 370th St. Lake City, MN 55041

Applicant #2:

List all parcel #s Owned by Applicant #2:

Applicant #3:

List all parcel #s Owned by Applicant #3:

Applicant #4:

List all parcel #s Owned by Applicant #4:

Initials

(all signers)



MinnPACE

A division of the Saint Paul Port Authority
minnpace.com

380 Saint Peter Street, Suite 850
Saint Paul, MN 55402

651-224-5686 (phone) | 651-223-5198 (fax)

Property Owner(s) Type(s) — check all that apply

- Individual(s)/Joint Tenants/Common Property (not in trust) Corporation Limited Liability Company
- Trust/Trustees/Living Trust Partnership Other(Specify):

Property Owner Contact Information

Name: Jon Meyer Email: jonmeyer@kmwb.net
 Phone (Day): 651-764-1977 Cell Phone: _____

Physical Property Address

Street Address: 71520 370th St. City, State Zip: Lake City, MN 55041

Property Type: Commercial/Industrial Apartment (more than four units)

Finance Amount Requested: 36,800

Current Mortgage Financing — attach a copy of Mortgage Statement

Name of Mortgage Lender: Compeer Financial (Agstar)
 Mortgage Lender Address: P.O. Box 4249 Mankato, Mn. 56002-4249
 Outstanding Principal Balance: \$ 253,555.36 As of MAY 31

Improvement Description—A 9.96kW PV solar system comprised of (30) 320W Heliene panels is to be installed flush to the existing out building. The system will also include (1) Fronius 10.0 Primo inverter and all necessary accompanying electrical components to interconnect the system into the utility grid.

Initials _____
(all signers) _____



MinnPACE

Division of the Saint Paul Port Authority

minnpace.com

380 Saint Peter Street, Suite 850

Saint Paul, MN 55402

651-224-5686 (phone) | 651-223-5198 (fax)

Petition for Special Assessment

We hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments together with the interest on the assessment will be collected on my/our Property tax bill in the same manner and at the same time as Property taxes and will be collected on my/our Property tax bill in subject to the same penalties, remedies and lien priorities as for Property taxes in the event of delinquency, including foreclosure. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant to M.S.A. §429.081.

The City or County will assess the cost of the Improvements as a special assessment against the Property in accordance with the City's or County's charter, code, or ordinances regulating assessments. The Assessment will carry a term of up to 20 years and will be certified by the City or County annually to County for collection with Owner's Property taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the Saint Paul Port Authority prior to ratification of the Assessment by the City or County.

Declarations

By signing this Application, the undersigned hereby declares under penalty or perjury under the laws of the State of Minnesota all of the following:

1. I am/we are the current owner of record of the Property described herein (the "Property.")
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we are current on any mortgage(s) or other loan(s) secured by the Property.
4. I/we and the Property meet the Eligibility Requirements listed on page one.
5. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant the M.S.A. § 429.801.
6. That (i) the information provided in, or in connection with, this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application, or provided in connection with the Application, may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Saint Paul Port Authority, any lender providing financing for Improvements described herein, their agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which I/we have made in this application.
7. I/we agree that the selection of any product(s), equipment and measures referenced in this Application (the "Improvements,") and the decisions regarding the purchase, installation and ownership/maintenance of the Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of MinnPACE/Saint Paul Port Authority, its agents, representatives, assignees, or employees in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of MinnPACE/Saint Paul Port Authority.
8. Owner agrees that any review and approval of the Improvements by a City, County, State or governmental department is granted only in its capacity of administering and enforcing existing relevant codes. Any such approval is only as to compliance with the codes and does not create a special duty to the Owner nor establish a warranty of quality of materials and workmanship.
9. I/we understand the MinnPACE/Saint Paul Port Authority makes no warranty, whether expressed or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, or the use or application of the Improvements.
10. I/we agree that MinnPACE/Saint Paul Port Authority has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the improvement including, but not limited to, any effect on indoor pollutants; or (v) any other matter with respect to MinnPACE/Saint Paul Port Authority.

Initials

(all signers)

[Handwritten initials]



Prior to sending this application, be sure to include your attachments.

- Proposed Project Improvement Documentation (page two) — *if needed* **NA**
- Evidence of Energy Audit or Renewable Energy System Feasibility (page two) — **REQUIRED**
- Construction Contracts/Bids (page three) — **REQUIRED**
- Mortgage Statement (page three) — **REQUIRED**
- Lender Acknowledgement Form (page five) — **REQUIRED FOR EACH AND EVERY MORTGAGE HOLDER**
- Financial Statements or Tax Returns from the past three years — **REQUIRED**

Signatures of all Property Owners and Notary

Date: 8-3-17

Property Owner Signature Jon Meyer Printed Name Jon Meyer

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

For an acknowledgment in an individual capacity:

State of Minnesota
County of Wabasha

This instrument was acknowledged before me on 3 (date) by Aug (name(s) of person(s)) Jon Meyer
(Seal, if any)



Signature of notarial officer Kathleen B. Moyer
Title (and Rank) My commission expires: Personal Barker 1/31/2021



MinnPACE

A division of the Saint Paul Port Authority
minnpace.com

380 Saint Peter Street, Suite 850
Saint Paul, MN 55102

651-204-6236 (phone) | 651-223-5198 (fax)

Lender Acknowledgement Form

The undersigned, on behalf of the Lender, which is the holder of a mortgage lien on the Property described in this Application and Petition for Special Assessments in accordance with MinnPACE, administered by the Saint Paul Port Authority, acknowledges that it has reviewed the Applicant's completed MinnPACE Program Special Assessments Application and Petition Agreement, and confirms that the Applicant's receipt of MinnPACE financing and petition for assessment in connection therewith, and the imposition of, and any assignment of, MinnPACE will not constitute a default under Lender's mortgage.

Lender/Institution Name: Compeer Financial

By: Courtney Duncanson
(Signature)

Name (print): Courtney Duncanson

Title: Credit Team Leader

Date: 9/7/17

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

November 21, 2017

Agenda Item:

Authorization to Dispose of Obsolete Equipment.

Requested Action:

Authorize the Director of Social Services to dispose of 1 Steelcase office chair, asset #2725.

Fiscal Impact:

N/A.

Background/Recommendation:

The chair was originally purchased for \$630 in 2001. The cost to fix the chair exceeded the cost to replace it with a new one.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2017-218

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Social Services Department is authorized to dispose of the following listed equipment by scraping or waste disposal: Item 2725 Steelcase office chair.

Adopted this 21st day of November, 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 H

Date:

November 21, 2017

Agenda Item:

Sheriff-Approve the purchase of fourteen (14) Dual Band Pagers for Emergency Services

Requested Action:

Consider adoption of Resolution 2017-219 authorization to purchase fourteen (14) Dual Band Pagers

Fiscal Impact:

- Reimbursable Matching Grant
 - The purchase would be made with 911 funds and reimbursed by the appropriate emergency service agencies as well as the 2017 SHSP Grant

Background/Recommendation:

- This is a County required purchase.
 - The grant requires the County to make the purchases for the local agencies.
- The Southeast Minnesota Emergency Communications Board (SEMNECB) has matching grant funds available.
- The grant would match 50% of the purchase of the pagers which would assist in the funding for migration for capability to page to ARMER.
- The requested funds would be used to purchase fourteen (14) Dual Band G-5 Pagers for Emergency Services. This will also include a 3 year extended warranty and programming.
 - Emergency Services include as follows:
 - First Responders – Mazeppa, Kellogg, and Zumbro Falls
 - Ambulance – Lake City, Elgin, Plainview, and Wabasha
 - Fire Department – Lake City, Elgin, Plainview, Wabasha, Mazeppa, Kellogg, and Zumbro Falls
- Quote #32528 from vendor ANCOM Communications is attached.
 - The cost will not exceed \$13,000

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-219

**Resolution authorizing the purchase of Dual Band Pagers
and authorization for Auditor's Warrant**

Whereas, the Wabasha County Sheriff's Office is requesting to purchase fourteen (14) Dual Band G-5 Pagers for Emergency Services at a cost of \$12,062 per attached quote from ANCOM Communications; and,

Whereas, this will provide the ability to page on the ARMER System; and,

Whereas, the Southeast Minnesota Emergency Communications Board (SEMNECB) has matching (50%) grant funds available and Wabasha County is requesting to apply for these funds from the 2017 SHSP grant to purchase the Dual Band Pagers; and

Whereas, the purchase would be made with 911 funds and reimbursed by the appropriate local emergency services agencies and the 2017 SHSP grant; and,

Whereas, the Sheriff further requests approval for the Auditor's Office to draft an Auditor's Warrant not to exceed the amount of \$13,000.00 to the respective vendor once the invoice is received.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the Auditor is authorized to issue an Auditor's Warrant for the purchase of fourteen (14) Dual Band Pagers from ANCOM Communications.

Be it further Resolved by the Wabasha County Board of Commissioners that: the total cost for this purchase will not exceed \$13,000.

Be it further Resolved by the Wabasha County Board of Commissioners that: this purchase be paid from 911 funds and reimbursed by the appropriate local emergency services and the 2017 SHSP Grant.

Adopted this 21st day of November, 2017, by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Board Chair

Attest:

By: _____
Michael Plante, County Administrator



DELIVERS SOLUTIONS

ANCOM Communications
 4871 19th Street Suite 120
 Rochester MN 55901
 (507) 281-1917 Fax: (507) 281-3341

QUOTATION

QUOTE NO.: 32528 - 00 EC
 DATE: 10/23/17
 TERMS: NET 30
 DELIVERY:

BILL TO: 2422
Wabasha County Sheriff Office
Attn: Blaine John Hentz
848 17th Street East, Ste 1
Wabasha, MN 55981

SHIP TO:
Wabasha County Sheriff Office
Attn: Blaine John Hentz
848 17th Street East, Ste 1
Wabasha, MN 55981

Please reference Quote No. on
 Correspondence & purchase orders.
 Quote expires: 12/22/2017

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
14	G5 Dual Band VHF 136-174MHz & 700-800MHz	695.00		9,730.00
14	3 Year Extended Warranty	129.00		1,806.00
14	Programming	35.00		490.00
		Item summary		12,026.00
		Subtotal		12,026.00
		Inbound Frt		36.00
		Sales Tax		.00
		GRAND TOTAL:		12,062.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Brett Edstrom** 25

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted by _____ P.O. No. _____
 LEGAL NAME OF PURCHASER
 _____ Date _____
 AUTHORIZED SIGNATURE



Board of Commissioners Wabasha County

Agenda Item Number: 9.0 I

Date:

November 21, 2017

Agenda Item:

Accept Bid – SAP 079-602-042

Requested Action:

Consider adoption of Resolution No. 2017-220 accepting the bid of and awarding a contract to Icon Constructors LLC. for SAP 079-602-042 – bridge replacement, grading, aggregate base, and bituminous paving on County Hwy 2 near intersection of US Hwy 63

Fiscal Impact:

Total of \$660,738.55 of which:

County State Aid construction = \$448,242.05

State Bridge Bond Funds = \$212,496.50

Background/Recommendation:

Project is for improvements to replace a deficient bridge on County Hwy 2 near US Hwy 63 and Lake City. Work includes pavement structure, widening and culvert replacements between the bridge and Hwy 63. Work is expected to begin in April 2018. The abstract of bids is attached. The Wabasha County Engineer recommends adoption of Resolution 2017-220.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution No.: 2017-220

Whereas, Icon Constructors LLC. is the lowest responsible bidder for SAP 079-602-042.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of and hereby awards a contract to Icon Constructors LLC. for SAP 079-602-042 in the amount of \$660,738.55 and that the Chair of the County Board and the County Administrator are hereby authorized to execute a Contract with Icon Constructors LLC. for this work.

Adopted this 21st day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

SAP 079-602-042
CSAH 2 BR # 79510 REPLACEMENT WITH BR # 79555

Item No.	Description	Units	Quantity	Engineer's Estimate		Icon Construction		Redstond Construction Co Inc		Minnowa Constructon Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.601/00011	MOBILIZATION BRIDGE	LUMP SUM	1	\$32,000.00	\$32,000.00	\$30,600.00	\$30,600.00	\$60,000.00	\$60,000.00	\$72,000.00	\$72,000.00
2104.521/00220	SALVAGE GUARD RAIL-PLATE BEAM	LIN FT	100	\$5.00	\$500.00	\$3.00	\$300.00	\$3.00	\$300.00	\$3.00	\$300.00
2104.523/00044	SALVAGE TANGENT TERMINAL	EACH	4	\$410.00	\$1,640.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
2401.501/03652	STRUCTURAL CONCRETE (3BS2) (P)	CU YD	85	\$635.00	\$53,975.00	\$600.00	\$51,000.00	\$750.00	\$63,750.00	\$775.00	\$65,875.00
2401.513/01152	TYPE F (TL-4) BARRIER CONCRETE (3S52) (P)	LIN FT	148	\$84.00	\$12,432.00	\$85.00	\$12,580.00	\$100.00	\$14,800.00	\$88.00	\$13,024.00
2401.541/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	34,410.00	\$1.20	\$41,292.00	\$1.10	\$37,851.00	\$1.12	\$38,539.20	\$1.00	\$34,410.00
2401.541/00026	REINFORCEMENT BARS (STAINLESS-60KSI) (P)	POUND	520	\$5.00	\$2,600.00	\$4.00	\$2,080.00	\$4.00	\$2,080.00	\$6.00	\$3,120.00
2401.601/00010	STRUCTURE EXCAVATION	LUMP SUM	1	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00
2401.601/00060	SLOPE PREPARATION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00
2401.618/04001	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SQ FT	2,898.00	\$32.50	\$94,185.00	\$24.00	\$69,552.00	\$28.00	\$81,144.00	\$27.00	\$78,246.00
2402.546/07060	FLOOR DRAIN TYPE B706	EACH	2	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00
2402.590/00010	ELASTOMERIC BEARING PAD	EACH	8	\$155.00	\$1,240.00	\$150.00	\$1,200.00	\$100.00	\$800.00	\$125.00	\$1,000.00
2405.502/00916	PRESTRESSED CONCRETE BEAMS 36M (P)	LIN FT	291	\$235.00	\$68,385.00	\$220.00	\$64,020.00	\$260.00	\$75,660.00	\$275.00	\$80,025.00
2405.511/00916	DIAPHRAGMS FOR TYPE 36M PRESTRESSED BEAMS (P)	LIN FT	34	\$85.00	\$2,890.00	\$150.00	\$5,100.00	\$70.00	\$2,380.00	\$125.00	\$4,250.00
2406.553/00010	BRIDGE APPROACH PANELS (P)	SQ YD	84	\$175.00	\$14,700.00	\$225.00	\$18,900.00	\$200.00	\$16,800.00	\$225.00	\$18,900.00
2452.510/02053	STEEL H-PIILING DRIVEN 12 X 53	LIN FT	560	\$1.75	\$980.00	\$1.00	\$560.00	\$1.00	\$560.00	\$1.00	\$560.00
2452.511/02053	STEEL H-PIILING DELIVERED 12 X 53	LIN FT	560	\$35.00	\$19,600.00	\$40.00	\$22,400.00	\$24.00	\$13,440.00	\$40.00	\$22,400.00
2452.520/02083	STEEL H TEST PILE 80 FT LONG 12 X 53	EACH	2	\$9,300.00	\$18,600.00	\$10,000.00	\$20,000.00	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00
2452.530/00012	PILE TIP PROTECTION 12"	EACH	10	\$175.00	\$1,750.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00
2502.502/00010	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	1	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
2511.502/00015	RANDOM RIPRAP CLASS V	TON	880	\$55.00	\$48,400.00	\$35.00	\$30,800.00	\$30.00	\$26,400.00	\$30.00	\$26,400.00
2554.501/00001	TRAFFIC BARRIER DESIGN SPECIAL	LIN FT	100	\$70.00	\$7,000.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00
2554.602/00128	INSTALL TANGENT TERMINAL	EACH	4	\$550.00	\$2,200.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00
2554.603/00023	INSTALL GUARDRAIL (PLATE BEAM)	LIN FT	100	\$10.00	\$1,000.00	\$7.00	\$700.00	\$7.00	\$700.00	\$7.00	\$700.00
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	\$3,000.00	\$3,000.00	\$3,450.00	\$3,450.00	\$3,450.00	\$3,450.00	\$5,000.00	\$5,000.00
2573.505/00010	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	200	\$4.00	\$800.00	\$18.50	\$3,700.00	\$18.50	\$3,700.00	\$18.50	\$3,700.00
	Total MN BRIDGE BONDING				\$453,769.00		\$424,993.00		\$454,703.20		\$490,860.00

REG SA CONSTRUCTION

Item No.	Description	Units	Quantity	Engineer's Estimate		Icon Construction		Redstond Construction Co Inc		Minnowa Constructon Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501/00011	MOBILIZATION APPROACH	LUMP SUM	1	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
2101.511/00010	CLEARING AND GRUBBING	LUMP SUM	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00
2104.501/00010	REMOVE PIPE CULVERTS	LIN FT	154	\$10.00	\$1,540.00	\$10.00	\$1,540.00	\$8.00	\$1,232.00	\$10.00	\$1,540.00
2104.513/00011	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	158	\$3.00	\$474.00	\$10.00	\$1,580.00	\$4.00	\$632.00	\$5.00	\$790.00
2105.501/00010	COMMON EXCAVATION	CU YD	1,838.00	\$6.25	\$11,487.50	\$10.00	\$18,380.00	\$12.50	\$22,975.00	\$13.00	\$23,894.00
2105.522/00030	SELECT GRANULAR BORROW (CV)	CU YD	339	\$18.00	\$6,102.00	\$22.00	\$7,458.00	\$32.50	\$11,017.50	\$27.00	\$9,153.00
2123.507/00230	3.0 CU YD SHOVEL	HOURL	3	\$225.00	\$675.00	\$150.00	\$450.00	\$165.00	\$495.00	\$100.00	\$300.00
2123.509/00010	DOZER	HOURL	3	\$150.00	\$450.00	\$150.00	\$450.00	\$155.00	\$465.00	\$100.00	\$300.00
2211.501/00050	AGGREGATE BASE CLASS 5	TON	132	\$13.00	\$1,716.00	\$18.00	\$2,376.00	\$22.50	\$2,970.00	\$20.00	\$2,640.00
2211.503/00050	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	360	\$20.00	\$7,200.00	\$30.00	\$10,800.00	\$32.00	\$11,520.00	\$27.00	\$9,720.00
2211.503/00051	AGGREGATE BASE (CV) CLASS 5 MODIFIED (P)	CU YD	1,429.00	\$18.00	\$25,722.00	\$30.00	\$42,870.00	\$29.00	\$41,441.00	\$27.00	\$38,583.00
2215.501/00010	FULL DEPTH RECLAMATION	SQ YD	3,352.00	\$2.50	\$8,380.00	\$1.70	\$5,698.40	\$2.50	\$8,380.00	\$3.00	\$10,056.00
2221.503/00019	SHOULDER BASE AGGREGATE (CV) CLASS 2	CU YD	62	\$22.00	\$1,364.00	\$50.00	\$3,100.00	\$50.00	\$3,100.00	\$40.00	\$2,480.00
2232.501/00040	MILL BITUMINOUS SURFACE (1.5")	SQ YD	58	\$25.00	\$1,450.00	\$10.00	\$580.00	\$10.00	\$580.00	\$10.00	\$580.00
2357.502/00010	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	125	\$2.00	\$250.00	\$0.01	\$1.25	\$0.01	\$1.25	\$0.01	\$1.25
2360.501/23300	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	350	\$85.00	\$29,750.00	\$78.00	\$27,300.00	\$78.00	\$27,300.00	\$78.00	\$27,300.00
2360.501/33201	TYPE SP 19.0 WEARING COURSE MIX (3,C)	TON	575	\$80.00	\$46,000.00	\$72.40	\$41,630.00	\$72.50	\$41,687.50	\$72.40	\$41,630.00
2442.501/00010	REMOVE EXISTING BRIDGE	LUMP SUM	1	\$25,800.00	\$25,800.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$74,000.00	\$74,000.00
2501.511/20180	18" CS PIPE CULVERT	LIN FT	46	\$32.00	\$1,472.00	\$75.00	\$3,450.00	\$35.00	\$1,610.00	\$25.00	\$1,150.00
2501.511/90242	24" RC PIPE CULVERT	LIN FT	128	\$45.00	\$5,760.00	\$95.00	\$12,160.00	\$69.00	\$8,832.00	\$40.00	\$5,120.00
2501.515/20180	18" GS PIPE APRON	EACH	2	\$300.00	\$600.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$500.00	\$1,000.00
2501.515/90240	24" RC PIPE APRON	EACH	4	\$700.00	\$2,800.00	\$1,500.00	\$6,000.00	\$1,900.00	\$7,600.00	\$750.00	\$3,000.00
2511.502/00013	RANDOM RIPRAP CLASS III	TON	12	\$30.00	\$360.00	\$35.00	\$420.00	\$64.00	\$768.00	\$60.00	\$720.00
2511.502/00014	RANDOM RIPRAP CLASS IV	TON	24	\$30.00	\$720.00	\$35.00	\$840.00	\$64.00	\$1,536.00	\$60.00	\$1,440.00
2573.502/00040	SILT FENCE, TYPE MACHINE SLICED	LIN FT	1,535.00	\$2.00	\$3,070.00	\$2.15	\$3,300.25	\$2.25	\$3,453.75	\$2.15	\$3,300.25
2573.506/00010	SEDIMENT TRAP EXCAVATION	CU YD	24	\$15.00	\$360.00	\$40.00	\$960.00	\$20.00	\$480.00	\$30.00	\$720.00
2574.508/00013	FERTILIZER TYEP 3	POUND	300	\$0.75	\$225.00	\$0.83	\$249.00	\$0.83	\$249.00	\$0.83	\$249.00
2574.578/00010	SOIL BED PREPARATION	ACRE	1.2	\$300.00	\$360.00	\$350.00	\$420.00	\$350.00	\$420.00	\$350.00	\$420.00
2575.501/00010	SEEDING	ACRE	1.2	\$300.00	\$360.00	\$625.00	\$750.00	\$630.00	\$756.00	\$625.00	\$750.00
2575.502/25141	SEED MIXTURE 25-141 MOD	LB	120	\$3.50	\$420.00	\$3.00	\$360.00	\$3.00	\$360.00	\$2.90	\$348.00
2575.511/00010	MULCH MATERIAL TYPE 1	TON	2	\$200.00	\$400.00	\$225.00	\$450.00	\$225.00	\$450.00	\$225.00	\$450.00
2575.523/00013	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	235	\$1.75	\$411.25	\$2.75	\$646.25	\$2.75	\$646.25	\$2.75	\$646.25
2575.560/00020	HYDRAULIC MULCH MATRIX	POUND	1,150.00	\$0.80	\$920.00	\$0.69	\$793.50	\$0.69	\$793.50	\$0.69	\$793.50
2582.502/10106	6" SOLID LINE PAINT	LIN FT	2,094.00	\$0.50	\$1,047.00	\$0.20	\$418.80	\$0.20	\$418.80	\$1.00	\$2,094.00
2582.502/10404	4" DOUBLE SOLID LINE PAINT	LIN FT	1,047.00	\$0.75	\$785.25	\$0.30	\$314.10	\$0.30	\$314.10	\$1.20	\$1,256.40
	Total REG SA CONSTRUCTION				\$202,431.00		\$235,745.55		\$262,183.65		\$296,424.65
	Grand Total				\$656,200.00		\$660,738.55		\$716,886.85		\$787,284.65
							0.69%		9.25%		19.98%

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 J

Date:

November 21, 2017

Agenda Item:

Accept bid for C.P. 79-18-6020 – Furnish and Apply Chloride Solution.

Requested Action:

Adoption of Resolution No. 2017-221 to accept the bid of Northern Salt Inc. for CP 79-18-6020 in the amount of \$75,797.28 and authorize execution of a contract with Northern Salt Inc.

Fiscal Impact:

\$75,797.28. \$80,000 is budgeted for this work. Use of chloride is expected to reduce maintenance costs of blading and crushed rock, as well as providing for better service to road users.

Background/Recommendation:

2 bids were received for calcium chloride: Northern Salt \$0.925/gallon and Envirotech \$1.09/gallon. Envirotech submitted a bid for magnesium chloride also but it was a higher total bid than their calcium chloride bid. Application rate is planned to be minimized with expected residual affect from past applications.

The County Engineer recommends adoption of Resolution No. 2017-221.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-221

Whereas, Northern Salt Inc. is the lowest responsible bidder for C.P. 79-18-6020.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Northern Salt Inc. for Project C.P. 79-18-6020 in the amount of \$75,797.28 and that the Chairman of the County Board and the County Administrator are hereby authorized to execute a Contract with Northern Salt Inc. for this work.

Adopted this 21st day of November, 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 K

Date:

November 21, 2017

Agenda Item:

Accept bid for CP 79-18-6010 on various County Highways.

Requested Action:

Consider adoption of Resolution No. 2017-223 to accept the bids of and award a contract to Asphalt Surface Technologies Corporation for CP 79-18-6010.

Fiscal Impact:

Estimated \$424,359.92 funded by Wabasha County Wheelage, Transportation Sales Tax or Levy. Amount for work in Olmsted County, if performed, would be funded by Olmsted County.

Background/Recommendation:

An Abstract of Bids is attached.

Alternates were bid for different types of sealcoat aggregate. The lowest cost is the alternate using Class C (crushed natural gravel/pea rock).

The County Engineer recommends adoption of Resolution No. 2017-223.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-223

Whereas, Asphalt Surface Technologies Corporation is the lowest responsible bidder for CP 79-18-6010.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Asphalt Surface Technologies Corporation for CP 79-18-6010 in the amount of \$428,037.82 and that the Chair of the County Board and the County Administrator are hereby authorized to execute a Contract with Asphalt Surface Technologies Corporation for this work.

Adopted this 21st day of November, 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 L

Date:

November 21, 2017

Agenda Item:

Accept bid for 2018 Furnish and Apply Traffic Paint Project

Requested Action:

Adopt Resolution No. 2017-224 to accept the bid of Traffic Marking Service Inc. for Project C.P. 79-18-6000 – Furnish and Apply Traffic Paint to Roads in Wabasha County – in the amount of \$55,099.57.

Fiscal Impact:

\$55,099.57. \$70,000 was budgeted for this work.

Background/Recommendation:

See attached Abstract of Bids. Additional to typical annual maintenance striping is planned in 2018, due to expected re-painting needs over last year's sealcoated roads.

Alternatives for same quality of striping were also bid. The lowest bid was for the same application process as previous years.

The County Engineer recommends adoption of Resolution No. 2017-224.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-224

Whereas, Traffic Marking Service Inc. had the lowest bid for Project C.P. 79-18-6000 – Furnish and Apply Traffic Paint to Roads in Wabasha County.

Now Therefore be it Resolved that the Wabasha County Board of Commissioners hereby accepts the bid of Traffic Marking Service Inc. for Project C.P. 79-18-6000 – Furnish and Apply Traffic Paint to Roads in Wabasha County - in the amount of \$55,099.57 and that the Chair of the County Board and the County Administrator are hereby authorized to execute a Contract with Traffic Marking Service Inc. for this work.

Adopted this 21st day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

79-18-6010 Abstract of Bids - opened 11/1/17											
				Estimate		ASTECH		Scott Construction		Fahrner Asphalt	
ALTERNATE - BOILER SLAG				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2021.501/00010	MOBILIZATION	LUMP SUM	1	40000.00	40000.00					50000.00	50000.00
2123.610/00045	STREET SWEEPER (WITH PICKUP BROOM)	HOURLY	28	150.00	4200.00					135.00	3780.00
2356.505/00010	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P)	GALLON	103466	2.25	232798.50					3.25	336264.50
2356.506/00010	BITUMINOUS SEAL COAT (LW BLACK BOILER SLAG)	SY	254320	0.95	241604.00					0.65	165308.00
2356.506/00010	BITUMINOUS SEAL COAT (FA-2)	SY	133371	0.60	80022.60					0.54	72020.34
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	25000.00	25000.00					15000.00	15000.00
2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	1417	2.20	3117.40					2.50	3542.50
2582.606/00004	TRAFFIC PAINT - WHITE	GALLON	682	13.00	8866.00					12.50	8525.00
2582.606/00005	TRAFFIC PAINT - YELLOW	GALLON	541	13.00	7033.00					12.50	6762.50
2582.606/00030	GLASS BEADS	POUND	9784	0.40	3913.60					0.42	4109.28
					GRAND TOTAL (Alternate - Boiler Slag) =		646555.10		no bid		665312.12
ALTERNATE - CLASS A AGGREGATE											
2021.501/00010	MOBILIZATION	LUMP SUM	1	40000.00	40000.00	40000.00	40000.00	12500.00	12500.00	50000.00	50000.00
2123.610/00045	STREET SWEEPER (WITH PICKUP BROOM)	HOURLY	28	150.00	4200.00	90.00	2520.00	185.00	5180.00	135.00	3780.00
2356.505/00010	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P)	GALLON	104677	2.25	235523.25	2.01	210400.77	2.98	311937.46	2.90	303563.30
2356.506/00010	BITUMINOUS SEAL COAT (FA-2) CLASS A	SY	387691	0.90	348921.90	0.54	209353.14	0.35	135691.85	0.47	182214.77
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	25000.00	25000.00	10000.00	10000.00	10000.00	10000.00	15000.00	15000.00
2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	1417	2.20	3117.40	2.00	2834.00	3.50	4959.50	2.50	3542.50
2582.606/00004	TRAFFIC PAINT - WHITE	GALLON	682	13.00	8866.00	11.50	7843.00	11.00	7502.00	12.50	8525.00
2582.606/00005	TRAFFIC PAINT - YELLOW	GALLON	541	13.00	7033.00	11.30	6113.30	10.80	5842.80	12.50	6762.50
2582.606/00030	GLASS BEADS	POUND	9784	0.40	3913.60	0.40	3913.60	0.50	4892.00	0.42	4109.28
					GRAND TOTAL (Alternate - Class A) =		676575.15		492977.81		577497.35
ALTERNATE - CLASS B AGGREGATE											
2021.501/00010	MOBILIZATION	LUMP SUM	1	40000.00	40000.00	40000.00	40000.00	12500.00	12500.00		
2123.610/00045	STREET SWEEPER (WITH PICKUP BROOM)	HOURLY	28	150.00	4200.00	90.00	2520.00	185.00	5180.00		
2356.505/00010	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P)	GALLON	124061	2.25	279137.25	1.50	186091.50	2.98	369701.78		
2356.506/00010	BITUMINOUS SEAL COAT (FA-2) CLASS B	SY	387691	0.65	251999.15	0.50	193845.50	0.32	124061.12		
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	25000.00	25000.00	10000.00	10000.00	10000.00	10000.00		
2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	1417	2.20	3117.40	2.00	2834.00	3.50	4959.50		
2582.606/00004	TRAFFIC PAINT - WHITE	GALLON	682	13.00	8866.00	11.50	7843.00	11.00	7502.00		
2582.606/00005	TRAFFIC PAINT - YELLOW	GALLON	541	13.00	7033.00	11.30	6113.30	10.80	5842.80		
2582.606/00030	GLASS BEADS	POUND	9784	0.40	3913.60	0.40	3913.60	0.50	4892.00		
					GRAND TOTAL (Alternate - Class B) =		623266.40		453160.90		544639.20
ALTERNATE - CLASS C AGGREGATE											
2021.501/00010	MOBILIZATION	LUMP SUM	1	40000.00	40000.00	40000.00	40000.00	12500.00	12500.00	50000.00	50000.00
2123.610/00045	STREET SWEEPER (WITH PICKUP BROOM)	HOURLY	28	150.00	4200.00	90.00	2520.00	185.00	5180.00	135.00	3780.00
2356.505/00010	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P)	GALLON	108553	2.25	242444.25	1.84	199737.52	2.98	323487.94	2.78	301777.34
2356.506/00010	BITUMINOUS SEAL COAT (FA-2) CLASS C	SY	387691	0.60	232614.60	0.40	155076.40	0.32	124061.12	0.42	162830.22
2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	25000.00	25000.00	10000.00	10000.00	10000.00	10000.00	15000.00	15000.00
2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	1417	2.20	3117.40	2.00	2834.00	3.50	4959.50	2.50	3542.50
2582.606/00004	TRAFFIC PAINT - WHITE	GALLON	682	13.00	8866.00	11.50	7843.00	11.00	7502.00	12.50	8525.00
2582.606/00005	TRAFFIC PAINT - YELLOW	GALLON	541	13.00	7033.00	11.30	6113.30	10.80	5842.80	12.50	6762.50
2582.606/00030	GLASS BEADS	POUND	9784	0.40	3913.60	0.40	3913.60	0.50	4892.00	0.42	4109.28
					GRAND TOTAL (Alternate - Class C) =		568988.85		428037.82		498425.36

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 M

Date:

November 21, 2017

Agenda Item:

Detour Agreement with MnDOT

Requested Action:

Adopt 2017-225 Resolution for Detour Agreement between Wabasha County and State of Minnesota

Fiscal Impact:

Base upon an estimated 42 days for the detour, the Agreement provides for a total estimated payment to the County of \$13,567. 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 pavement project including culvert replacements on US Hwy 63 from Zumbro Falls to approximately County Road 78 beginning in May 2018. 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 7 between MnHwy 60 and Bellechester and County Highway 15 between Goodhue County and US Hwy 63. The County's bridge project on County Hwy 2 was made known to MnDOT early in their planning. Alternative routes have been discussed with MnDOT; however, the proposed marked detour was determined by MnDOT to be the preferred route. The Agreement is attached.

The County Engineer recommends adoption of Resolution 2017-225.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-225

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that Wabasha County enter into Mn/DOT Agreement No. 1029610 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. 7 and County State Aid Highway No. 15 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 63 from 0.22 miles south of Trunk Highway No. 60 to County Highway No. 78 under State Project No. 7908-35 (T.H. 63=059).

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 21st day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

WABASHA COUNTY ABSTRACT OF BIDS
 PROJECT CP 79-18-6000 - bids opened 11/1/17

	Engineer's Estimate	Traffic Marking Services Inc 621 Division Street East Maple Lake MN 55358	Sir Lines-A-Lot 7175 Cahill Road Edina, MN 55439	AAA Striping Service Co 12220 43rd Street NE St Michael MN 55376
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Furnish and Apply Pre-Mixed Paint (with 4lbs/gal drop-on beads) Alternate

SPEC. OR ITEM NO.	ITEM DESCRIPTION	UNIT/ MEASURE	APPROXIMATE QUANTITIES	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00
2582.606/00001	White 3 Min Dry Pre-Mixed Acrylic Latex Paint	Gallon	983.00	12.25	12,041.75	10.35	10,174.05		0.00	12.10	11,894.30
2582.606/00002	Yellow 3 Min Dry Pre-Mixed Acrylic Latex Paint	Gallon	3,800.00	12.25	46,550.00	10.01	38,038.00		0.00	11.39	43,282.00
2582.608/00030	Glass Beads	Pound	19,132.00	0.38	7,270.16	0.36	6,887.52		0.00	0.40	7,652.80
					65,861.91			55,099.57	0.00	62,829.10	

Furnish and Apply Paint (8lbs/gal drop-on beads) Alternate

SPEC. OR ITEM NO.	ITEM DESCRIPTION	UNIT/ MEASURE	APPROXIMATE QUANTITIES	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00	UNIT PRICE \$\$\$\$\$.0000	AMOUNT \$\$\$\$\$\$\$.00
2582.606/00004	White 3 Min Dry Acrylic Latex Paint	Gallon	983.00	12.25	12,041.75	10.68	10,498.44	10.15	9,977.45		0.00
2582.606/00005	Yellow 3 Min Dry Acrylic Latex Paint	Gallon	3,800.00	12.25	46,550.00	10.85	41,230.00	10.10	38,380.00		0.00
2582.608/00030	Glass Beads	Pound	38,264.00	0.38	14,540.32	0.36	13,775.04	0.37	14,157.68		0.00
					73,132.07			65,503.48	62,515.13	0.00	

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 N

Date:

November 21, 2017

Agenda Item:

Approve final payment for County Highway 30 shoulder paving and City of Wabasha Trail resurfacing

Requested Action:

Consider adoption of Resolution No. 2017- 226 authorizing the Wabasha County Auditor/Treasurer to issue a warrant for final payment to Rochester Sand and Gravel – Division of Mathy Construction Company for completion of project SP 079-630-017 in the amount of \$19,074.25.

Fiscal Impact:

Total amount of this Contract was \$354,878.30 of which was funded by:

Federal Highway grant: \$262,518.28

City of Wabasha: \$51,211.07

Wabasha County State Aid Construction: \$41,148.95

Background/Recommendation:

Contract No. 17007 has been completed. This project was a Federal Aid project which was for paving of County Hwy 30 shoulders and City of Wabasha Trail.

The County Engineer recommends adoption of Resolution No. 2017-226.

Action:

Motion by: _____ Second by: _____

Vote Aye: _____ Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2017-226

Whereas, SP 079-630-017 with any and/or all Supplemental Agreements, Change Orders or Work Orders, has been completed.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners the Wabasha County Auditor/Treasurer be authorized to issue a warrant for final payment to Rochester Sand and Gravel – Division of Mathy Construction Company for completion of SP 079-630-017 in the amount of \$19,074.25.

Adopted this 21st day of November, 2017 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. 63 Detour

State Project Number (S.P.):	<u>7908-35</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>63=059</u>	<u>\$13,567.40</u>
State Project Number (S.P.):	<u>7907-18</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 a medium bituminous mill and overlay, and culvert construction upon, along and adjacent to Trunk Highway No. 63 from 0.22 miles south of Trunk Highway No. 60 to County State Aid Highway (C.S.A.H.) No. 78 under State Project No. 7908-35 (T.H. 63=059); and
2. The State requires a detour to carry Trunk Highway No. 63 traffic on County State Aid Highway No. 7 and County State Aid Highway No. 15 during the construction; and
3. The County is willing to maintain the Trunk Highway No. 63 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. Locations.** The State will establish the T.H. 63 detour route on the following County roads as detailed in the project plans or Special Provisions:

On Wabasha C.S.A.H. 7, from T.H. 60 northerly 5.75 miles to Goodhue C.S.A.H. 2; and on Wabasha C.S.A.H. 15, from Goodhue C.S.A.H. 9 easterly 6.02 miles to T.H. 63, for a total distance of 11.77 miles.

- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States obligation over Article 3.3B, the agreement will be amended.

- C. **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.
- D. **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.
- E. **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 County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Winona.
- 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. 63 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 equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

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</u> (Miles)	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 7	0.00513	2675	5.75	42	\$3,314.04
C.S.A.H. 15	0.00513	2675	6.02	42	\$3,469.66
				Road Life Consumed Amount	<u><u>\$6,783.70</u></u>

3.2 For Maintenance. \$6,783.70 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

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. \$13,567.40 is the State's estimated payment for road life consumed (\$6,783.70) and maintenance (\$6,783.70).

B. \$34,000.00 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 roads used as a T.H. 63 detour to as good condition as they were before designation as temporary Trunk Highways.

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, Agreements Coordinator (or successor)
Address: 2900 48th Street 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
Address: 821 Hiawatha Drive West, Wabasha, MN 55981
Telephone: 651.565.3366 ext.113
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.

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: _____

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.

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 0

Date:

November 21, 2017

Agenda Item:

Disposal of one Recycling Shed

Requested Action:

Adopt Resolution No. 2017-227 to dispose of one recycling shed by sale or otherwise dispose

Fiscal Impact:

Positive or none.

Background/Recommendation:

There is currently one unused shed located at the County Highway Shop in Mazeppa. The shed is considered excess. The Zoning Administrator recommends disposing. The County Engineer recommends adoption of Resolution No. 2017-227.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-227

Whereas, there is one recycling shed currently unused and stored at the Mazeppa County Highway Shop that is considered excess.

Now Therefore be it Resolved that the Wabasha County Board of Commissioners approves of the sale or otherwise disposal of the aforementioned recycling shed.

Adopted this 21st day of November, 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 P

Date:

November 21, 2017

Agenda Item:

Accept Proposal of Metal Culverts Inc. for a culvert replacement

Requested Action:

Consider adoption of Resolution No. 2017-228 to accept the proposal of Metal Culverts Inc. in the amount of \$11,685.

Fiscal Impact:

Impact of \$11,685 plus County forces installation cost.
\$20,000 is in the 2018 budget for culverts.

Background/Recommendation:

The existing culvert location is on CR 82 north of Oak Center. The existing location has 2 culverts 81"x 59", and has had no recent overtopping issues. The existing culverts have corroded on the bottom and have holes.

Quotes were requested from 3 culvert suppliers for same sized culverts with a various gage metal, fabrication type, and galvanized, aluminized and polymer coatings. Considering the life expectancy and the deterioration of the existing galvanized culverts the quote received from Metal Culverts Inc. for a polymer coated pipe is considered the best value for the County.

The Wabasha County Engineer recommends adoption of Resolution 2017-228.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-228

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Wabasha County hereby accepts the proposal of Metal Culverts Inc. for the quoted 81" x 59" corrugated metal pipe materials at the quoted price per foot and that the County Engineer is hereby authorized to purchase these culvert materials from Metal Culverts Inc.

Adopted this 21st day of November 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: 10.0 B

Date:

November 21, 2017

Agenda Item:

Economic Development Property Tax Abatement Request – Lake City Sanctuary
Hospice – Set for Public Hearing

Requested Action:

Fiscal Impact:

Background/Recommendation:

Minnesota law authorizes political subdivisions to grant property tax abatements for economic development (e.g., to encourage a business to locate or expand at a location or to redevelop an area). Minn. Stat. §§ 469.1813-469.1816. Abatements may be either permanent forgiveness or temporary deferral of property tax. A request for a property tax abatements for economic development was received by the county related to a proposed hospice center in Lake City. Lisa Babington, Lake City Economic Development Director, will be in attendance to explain the request and the facility.

Prior to an abatement potentially being acted upon the County would need to hold a public hearing. If the board is interested in holding a public hearing the date being proposed is December 6, 2017

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

Wabasha County Board of Commissioners

Resolution No: 2017-229

**RESOLUTION SETTING DATE FOR A PUBLIC HEARING
ON FOR THE CONSIDERATION OF A TAX ABATEMENT
FOR THE PURPOSE OF ASSISTING LAKE CITY SANCTUARY HOSPICE, LLC**

WHEREAS, Wabasha County (the “County”) has received a request from Lake City Sanctuary Hospice, LLC (the “Developer”) for financial assistance from the County in the form of property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”), in connection with Developer’s proposal to construct a hospice facility in the City of Lake City (the “Project”); and

WHEREAS, pursuant to the Act, prior to approving an abatement resolution and the use of tax abatement the County must hold a public hearing; and

WHEREAS, the Board of Commissioners (the “Board”) of the County has determined to hold the required public hearing and consider the terms of abatement assistance requested by Developer.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners of Wabasha County:

1. **Abatement Terms.** The Board directs staff and consultants to negotiate with Developer regarding the maximum amount of abatement and term of years, and to prepare an abatement resolution and a contract for private development for the Project, for consideration by the Board at a public hearing on December 6, 2017.
2. **Public Hearing.** The Board shall hold a public hearing on the use of tax abatement to finance the costs of the Project at 4:30 P.M. on Wednesday, December 6, at the Wabasha County Courthouse/Annex located at 625 Jefferson Avenue, Wabasha, MN 55981. The County Administrator is directed to publish a notice in the County's official newspaper announcing a public hearing before the Board on the abatement resolution. The notice shall be published in the newspaper at least 10 days but less than 30 days prior to the public hearing.

Adopted this 21st day of November, 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 C

Date:

November 21, 2017

Agenda Item:

County Sponsorship of City of Wabasha Local Road Improvement Program (LRIP) Grant Application

Requested Action:

Consider Adoption of Resolution of support and sponsorship of the City of Wabasha's LRIP Grant applications for City Street Improvements

Fiscal Impact:

None, except administrative costs which could be sought to be reimbursed through a separate funding agreement with the City of Wabasha.

Background/Recommendation:

The City of Wabasha has prepared and is planning to submit applications for LRIP Grants for projects on City streets. County sponsorship is required to be submitted with the City's application. A sponsor's tasks are to act as the fiscal agent on behalf of the City. The City plans to accomplish other required duties such as plan development, meeting required project design and contract requirements, and contract payments and administration. The City's council action for the City's applications is attached. The County Engineer recommends adoption of Resolution 2017-230.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-230

Whereas, the Local Road Improvement Program (LRIP) requires non State Aid cities, such as the City of Wabasha, to identify a project sponsor to support the application and act as the fiscal agent on behalf of the City of Wabasha, and

Whereas, the City of Wabasha has requested by resolution that Wabasha County act as the Project Sponsor and Fiscal Agent, as required by the Local Road Improvement Program (LRIP), for the City's LRIP funding application and the associated projects, and

Whereas, the City Council has provided by resolution, the assurance that the City of Wabasha will pay all costs associated with the projects, and that City staff will ensure that all aspects of LRIP funding requirements are met and the projects' schedule is adhered to.

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

1. The County supports the City of Wabasha's pursuit of Local Road Improvement Program (LRIP) funds for the rehabilitation of 8th Street West, Alleghany Avenue, and 12th Street East in Wabasha.
2. The County agrees to sponsor the City of Wabasha's Local Road Improvement Program applications to MnDOT and act as the City of Wabasha's fiscal agent for these projects.

Adopted this 21st day of November, 2017 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

City of Wabasha

Wabasha County, Minnesota

Resolution No. 34-2017

RESOLUTION SUPPORTING PURSUIT OF LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE REHABILITATION OF 8TH STREET W, ALLEGHANY AVENUE, AND 12TH STREET E.

WHEREAS, the existing 8th Street W between TH 60 and Alleghany Avenue, Alleghany Avenue between TH 60 and 8th Street W, and 12th Street E between TH 60 and Broadway Avenue pavements are in very poor condition and are in need of rehabilitation; and

WHEREAS, 8th Street W and Alleghany Avenue are regionally significant in that they support adjacent economic development and are a part of a planned 10-ton roadway network, and 12th Street E is regionally significant in that it is a connection between Trunk Highway 60 and a County State Aid Highway 30; and

WHEREAS, the City is planning to rehabilitate all three of these roadways as a part of a larger planned 2019 Street Improvement project; and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$750,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, and address transportation deficiencies; and

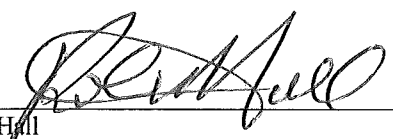
WHEREAS, the Local Road Improvement Program (LRIP) requires a city, such as Wabasha, that is not a State Aid city, to have a County sponsor and the support of the County Board; and

WHEREAS, the proposed year for said project construction is 2019,

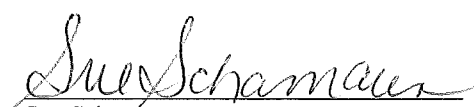
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WABASHA AS FOLLOWS; that

1. The City Council hereby supports the rehabilitation of 8th Street W, Alleghany Avenue, and 12th Street E, and,
2. The City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application, and
3. The City Council hereby seeks the support by resolution of Wabasha County to act as Sponsor for the City of Wabasha's Local Road Improvement Program funding application and the associated project for the rehabilitation of 8th Street W, Alleghany Avenue, and 12th Street E, and furthermore the City Council hereby provides assurance that the City of Wabasha will pay all costs associated with the project, and that City staff will ensure that all aspects of LRIP funding requirements are met and the project's schedule is adhered to.

ADOPTED BY THE CITY COUNCIL OF WABASHA, MINNESOTA, THIS 7th DAY OF November, 2017.



Rollin Hill
Mayor



Sue Schamaun
City Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

November 21, 2017

Agenda Item:

Advancement of County State Aid Construction Account Funds

Requested Action:

Adopt Resolution 2017-231 requesting advancement of County Regular State Aid Construction account funds

Fiscal Impact:

Advancing would allow for the use of up to estimated \$2,600,000 for projects in 2018. Advancing allows for obtaining the funds necessary to make contract payments prior to the payment being made and if applicable, to seek reimbursement for engineering costs during project development. Without advancing funds, reimbursement to the County for payments may be delayed until January 2019 or delay in construction until 2019. The difference in the amounts of estimated disbursements, and available 2018 balance and advance request would be funded through estimated local County funding which may include transportation sales tax, wheelage tax, and County Levy.

Background/Recommendation:

The attached resolution is a request for a one time advancement of funds into the County State Aid account for use in 2018. This advancement of funds is dependent on the availability of funds and is subject to approval by the State. Advancements are made without interest, and would be repaid from 2019 accrual to the County's account.

The County Engineer recommends adoption of Resolution 2017-231.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners
Resolution No.: 2017-231

Whereas, the County of Wabasha is planning to implement County State Aid Highway projects in 2018 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

Whereas, said County is prepared to proceed with the construction of said projects through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

Whereas, the advance is based on the following available balances and estimated expenditures:

Regular Account Balance available as of date 11/14/2016	-\$1,738,768
Regular Account Estimated Allocation 2018	\$2,600,000
Estimated Disbursements:	
Project SAP 079-602-041 (Reg)	\$400,000
Project SAP 079-625-017 (Reg)	\$1,400,000
Project SAP 079-608-014 (Reg)	\$1,000,000
Project SAP 079-602-042 (Reg)	\$430,000
Project SAP 079-603-005 (Reg)	\$1,700,000
Project SP 079-070-009 (Reg)	\$100,000
 Total Estimated Disbursements	 \$5,030,000
 Total Requested Advance Amount (Reg)	 \$2,600,000

Whereas, repayment of the funds so advanced will be made in accordance with the provisions of Minn. Stat. 162.08, Subd. 5 & 7 and Minn. Rules, Chapter 8820.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway projects of the County of Wabasha in an amount up to \$2,600,000 in accordance with Minnesota Rules 8820.1500, Subp. 9 and hereby authorize repayments from subsequent accruals to the Regular Construction Account of said County from future year allocations until fully repaid.

Adopted this 21st day of November 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: 10.0 E

Date:

November 21, 2017

Agenda Item:

Accept bid for C.P. 79-18-6030 for aggregate surfacing on various County Roads.

Requested Action:

Consider adoption of Resolution No. 2017-222 to accept the bid of Bruening Rock Products Inc. for CP 79-18-6030 in the amount of \$121,424.

Fiscal Impact:

\$121,424 for estimated quantity. \$130,000 is budgeted for this work.

Background/Recommendation:

2 bids were received: Bruening Rock Products \$7.589/cubic yard and Roberson Lime & Rock \$8.247/cubic yard. Estimated quantity has been increased to 16,000 cubic yards from actual 15,210 cubic yards placed in 2017 under contract.

The County Engineer recommends adoption of Resolution No. 2017-222.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2017-222

Whereas, Bruening Rock Products Inc. is the lowest responsible bidder for C.P. 79-18-6030.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that Wabasha County hereby accepts the bid of Bruening Rock Products Inc. for C.P. 79-18-6030 – Aggregate Surfacing - in the amount of \$121,424 and that the Chairman of the County Board and the County Administrator are hereby authorized to execute a Contract with Bruening Rock Products Inc. for this work.

Adopted this 21st day of November, 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: 10.0 F

Date: November 21, 2017

Agenda Item:

Presentation: County Attorney Karrie Kelly

Requested Action:

Fiscal Impact:

Background/Recommendation:

The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff (hereinafter referred to as the Elected Officials). It is the statutory obligation of the County Board to individually consider the responsibilities and duties of the Elected Official's office as well as the Elected Official's experience, qualifications, and performance. Each Elected Official was invited to submit materials they deemed relevant for the County Board to consider related to the duties and responsibilities of the office as well as the Elected Official's experience qualifications and performance. Additionally, each official was invited to make a presentation to the County Board.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 G

Date: November 21, 2017

Agenda Item:

Presentation: County Sheriff Rodney Bartsh

Requested Action:

Fiscal Impact:

Background/Recommendation:

The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff (hereinafter referred to as the Elected Officials). It is the statutory obligation of the County Board to individually consider the responsibilities and duties of the Elected Official's office as well as the Elected Official's experience, qualifications, and performance. Each Elected Official was invited to submit materials they deemed relevant for the County Board to consider related to the duties and responsibilities of the office as well as the Elected Official's experience qualifications and performance. Additionally, each official was invited to make a presentation to the County Board.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____