Wabasha County
Board of Commissioners
Meeting Agenda
September 20, 2016
9:00 a.m.

Agenda Item:

1.0 Call to Order
   • Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 Pledge of Allegiance

3.0 Roll Call (Goihl, Hall, Key, Springer, Wobbe)

4.0 Approve Agenda

5.0 Staff Updates

A. Department: Description

6.0 Administrator Update

7.0 Citizen Involvement MS13D.01. subd 6
   Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.

8.0 Public Forum
   • Sign-up for the public forum will be done prior to the beginning of the meeting.
   • No personal attacks to persons present or not.
   • No inflammatory language used during time that you have the platform.
   • Thank you for participating in County government.

9.0 Consent Agenda
   Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

A. Minutes: September 6th, 2016
B. Claims
C. Meal Vouchers
D. Per Diems
E. Donation from Wepay to used toward the purchase of a new K-9 Wepay – Withdrawal from the K-9 Go Fund account - $485.45 – Check #0013615691
F. Recorder: RecordEase Web Subscription and Fee Schedule (2016-217)
G. Sheriff: Hire Full-time Dispatcher for Sheriff’s Office (2016-223)

10.0 Action/Discussion Items
A. Administration: Paid Time Off Policy (2016-218)
B. A/T: Approve request to wave 30 waiting period for TIF plan – City of Wabasha (2016-219)
C. A/T: Adopt Gambling Ordinance (2016-220)
D. Highway: Set County Road 73 Public Hearing (2016-221)
E. Highway: Set County and Mount Pleasant Township Roads – Public Hearing (2016-222)

11.0 Commissioner Reports

12.0 Board Concerns

13.0 Recess/Adjourn

Recess to Budget/Personnel Work Session immediately following Board meeting.
The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, September 6, 2016 at 9:00 a.m.

The meeting was called to order by Board Chairman Hall.

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

KEY-WOBBE

Motion to approve the agenda

Adopted Unanimously

Staff Update – Denise Anderson – Parcel Value appointment

Public Comment – Andru Peters, Thank you to Wabasha County

SPRINGER-WOBBE

Motion to approve the consent agenda including the following:

Minutes: August 23, 2016
Claims
Meal Vouchers
Per Diems
Donations: Accept donations of $500 from Kellogg Fire Department and $500 from an Anonymous donor to be used toward the purchase of a new K-9

Resolution No.: 2016-201

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners hereby approves the Bailiff job description on August 16th 2016 and this resolutions confirms that decree.

Resolution No.: 2016-202

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners hereby approves the Employment Processing Policy Number: 102 on July 26th, 2016 and this resolutions confirms that decree.

Resolution Number 2016-203

Resolution Authorizing Disposal of a 2008 Lifepak 500 Automatic Electronic Defibrillator (AED) and authorization to purchase (4) Zoll AED Plus units

Whereas, a 2008 Lifepak 500 Automatic Electronic Defibrillator, fixed asset #010812; serial #32557700, is defective and is considered a surplus; and,

Whereas, the Wabasha County Sheriff’s Office is requesting that this unit be traded in toward the purchase of a new unit.

Whereas, the Wabasha County Sheriff’s Office is requesting to purchase (4) Zoll AED Plus units from vendor Lifeline in which the credit from the disposed unit above would be used toward the purchase of these new units; and,

Whereas, $5,000 of this purchase will be paid for with capital funds as approved in the 2016 budget and the remaining balance will be paid from the Sheriff’s Office line item budget (01-201).

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Sheriff’s Office is authorized to trade in the above-named AED unit to be used toward the purchase of a new unit.
Now Therefore be it Further Resolved by the Wabasha County Board of Commissioners that: the Sheriff’s Office is authorized to purchase (4) Zoll AED Plus units from vendor Lifeline in which $5,000 will be paid from capital funds and the remaining balance will be paid from the Sheriff’s Office line items.

Adopted Unanimously

A/T: Public Hearing Gambling Ordinance

WOBBE-KEY

Resolution No.: 2016-204

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

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

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby approves the appraised value on the Tax Forfeited Land List 2016.

Adopted Unanimously

SPRINGER-GOIHL

Resolution No.: 2016-205

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

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

Be it Resolved by the Wabasha County Board of Commissioners that: the parcel of tax forfeited land listed on Tax Forfeited Land List 2016 be classified as non-conservation land; that the basic sale price of each parcel on the Tax Forfeited Land List 2016 be approved and authorization for a public sale be granted; pursuant to M.S. 282.01; that the sale will be held at 9:00 a.m., Tuesday, October 11, 2016 by the Wabasha County Auditor/Treasurer in the Commissioner’s Room of the Wabasha County Courthouse, for not less than the basic sale price; and that the sale be cash/money order/check only; that the County Auditor/Treasurer is hereby directed to publish a notice of sale as provided by law.

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

Now Be it Ruther Resolved, that the Wabasha County Auditor/Treasurer will have an Open House on Monday, October 10, 2016, 9 am – 10 am at the property address of 327 Walnut St NE, Mazeppa for interested buyers to view the inside of the property.

Adopted Unanimously

Highway: Public Meeting ADA Transition Plan

SPRINGER-KEY

Resolution No.: 2016-206

Whereas, Wabasha County must comply with the Americans with Disabilities Act (ADA) Act as it specifically applies to public service agencies including the requirement of the development of a Transition Plan including facilities within public rights of way.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached “Wabasha County Highway Department Americans with Disabilities Act Transition Plan” is hereby approved.
Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that Wabasha County enter into Mn/DOT Agreement No. 1026186 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. 1 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 52 from 1.90 miles south of County State Aid Highway No. 24 (Cannon Falls) to 0.89 miles north of County State Aid Highway No. 14 (Rochester) under State Project No. 2506-75 (T.H. 52=020).

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.

Whereas, the Wabasha County Board of Commissioners resolved to adopt the “Wabasha County Sidewalk Ordinance” on April 8, 1992 and May 19, 1992, and

Whereas, the required publication of enactment was either not performed or not filed as required with the enacted Ordinance.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, all previous resolutions adopted by the Wabasha County Board of Commissioners regarding enactment of the “Wabasha County Sidewalk Ordinance” are hereby rescinded.

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

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

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the County of Wabasha enter into the attached agreements for the maintenance activities described above with the City of Elgin, Kellogg, Mazeppa, Millville, Plainview and Wabasha, and authorizes the Chair of the Board and County Administrator to execute the Agreements. The table below is a summary of the mileages and payment amounts of the agreements.
<table>
<thead>
<tr>
<th>City</th>
<th>Road</th>
<th>Termini</th>
<th>Snow/Ice Removal Method</th>
<th>Length (miles)</th>
<th>Annual Payment Rate ($/mile)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin</td>
<td>CSAH 50 (Main Street)</td>
<td>Center Ave - TH 42</td>
<td>Plowing and Hauling</td>
<td>0.21</td>
<td>5478</td>
<td>1150.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4th Ave SW - Center Ave</td>
<td>Plowing</td>
<td>0.29</td>
<td>2191</td>
<td>635.39</td>
</tr>
<tr>
<td>Kellogg</td>
<td>CSAH 18 (Behidere St.)</td>
<td>TH 61 - Watopa St</td>
<td>Plowing</td>
<td>0.33</td>
<td>2191</td>
<td>723.03</td>
</tr>
<tr>
<td></td>
<td>CSAH 18 (Behidere/Dodge St.)</td>
<td>Watopa St - Austin Ave.</td>
<td>Plowing and Hauling</td>
<td>0.20</td>
<td>5478</td>
<td>1095.60</td>
</tr>
<tr>
<td></td>
<td>CSAH 18 (Dodge St.)</td>
<td>Austin Ave - CR 84</td>
<td>Plowing</td>
<td>0.25</td>
<td>2191</td>
<td>547.75</td>
</tr>
<tr>
<td>Mazeppa</td>
<td>CSAH 1 (1st Street)</td>
<td>TH 60 - Chestnut St</td>
<td>Hauling only</td>
<td>0.37</td>
<td>3287</td>
<td>1216.19</td>
</tr>
<tr>
<td></td>
<td>CSAH 54 (Chesnut St)</td>
<td>1st St - TH 60</td>
<td>Plowing</td>
<td>0.70</td>
<td>2191</td>
<td>1533.70</td>
</tr>
<tr>
<td>Millville</td>
<td>CSAH 55 (Division St)</td>
<td>Bridge St - Bench St</td>
<td>Plowing and Hauling</td>
<td>0.14</td>
<td>5478</td>
<td>766.92</td>
</tr>
<tr>
<td></td>
<td>CSAH 56 (3rd St SW)</td>
<td>TH 42 - 2nd Ave SW</td>
<td>Plowing</td>
<td>0.32</td>
<td>2191</td>
<td>701.12</td>
</tr>
<tr>
<td></td>
<td>CSAH 56 (3rd St SW)</td>
<td>2nd Ave SW - W Broadway</td>
<td>Plowing and Hauling</td>
<td>0.14</td>
<td>5478</td>
<td>766.92</td>
</tr>
<tr>
<td></td>
<td>CSAH 57 (9th and 10th St SW)</td>
<td>TH 42 - W Broadway</td>
<td>Plowing</td>
<td>0.49</td>
<td>2191</td>
<td>1073.59</td>
</tr>
<tr>
<td>Wabasha</td>
<td>CSAH 58 (2nd St)</td>
<td>Hiawatha Dr - Pembroke Ave</td>
<td>Plowing</td>
<td>0.45</td>
<td>2191</td>
<td>985.95</td>
</tr>
<tr>
<td></td>
<td>CSAH 58 (Main and Bridge St)</td>
<td>Pembroke Ave - Grant Blvd</td>
<td>Plowing and Hauling</td>
<td>0.43</td>
<td>5478</td>
<td>2355.54</td>
</tr>
<tr>
<td></td>
<td>CSAH 59 (Grant Blvd)</td>
<td>Bridge St - TH 61</td>
<td>Plowing</td>
<td>1.54</td>
<td>2191</td>
<td>3374.14</td>
</tr>
<tr>
<td></td>
<td>CSAH 64 (Gambia)</td>
<td>Hiawatha Dr - Grant Blvd</td>
<td>Plowing</td>
<td>0.37</td>
<td>2191</td>
<td>810.67</td>
</tr>
<tr>
<td></td>
<td>CSAH 65 (Pembroke)</td>
<td>Grant Blvd - Main St</td>
<td>Plowing and Hauling</td>
<td>0.23</td>
<td>5478</td>
<td>1259.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>6.46</strong></td>
</tr>
</tbody>
</table>

Total = **$18,996.83**

Adopted Unanimously

**SPRINGER-KEY**

Resolution No.: 2016-210

Whereas, each county in the state is required to have a county assessor who is appointed by the county board of commissioners based on his or her knowledge and training in the field of property assessment and taxation; and

Whereas, Minnesota Statute 273.061 declares that the term of office for a County Assessor shall begin on January 1 and a completed appointment form must be completed and returned to the Department of Revenue before January 1, 2017 for the position to be reappointed and approved by the Commissioner of Revenue; and

Whereas, on May 26, 2015 Penny Schmit was appointed to fill the term of the prior Wabasha County Assessor. The term is scheduled to end on December 31, 2016;

Whereas; Pursuant to Minnesota Statutes if a county does not intend to reappoint an assessor it must provide 90 days notice. If no action is taken the assessor is considered to automatically be reappointed; and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that they appoint Penny Schmit to a four (4) year term that will begin on January 1, 2017.

Be it Further Resolved that the position is converted to a 40 hour per week position and that any paperwork that needs to be submitted to a State agency is completed by Ms. Schmit in a timely manner.

Adopted Unanimously

**GOIHL-WOBBE**

Resolution No.: 2016-211

Resolution to Certify the 2017 Southeastern Minnesota Multi-County Housing Redevelopment Proposed Property Tax Levy

Whereas, the Southeastern Minnesota Multi-County Housing and Redevelopment Authority was created by action of the Boards of Commissioners of Dodge, Goodhue, Wabasha and Winona Counties pursuant to Minnesota Statutes, Section 469.004; and

Whereas, Minnesota Statute Section 469.033, subs. 6, permits the Authority to levy and collect a special benefits tax not to exceed 0.0185 percent of taxable market value; and

Whereas, the Wabasha County Board of Commissioners has considered the Authority’s request to approve a special benefit tax to be levied upon all taxable market value of taxable property within the Authority’s area of operation within Wabasha County.
Now, Therefore, be it Resolved by the Wabasha County Board of Commissioners instructs the County Auditor-Treasurer to certify a 2017 proposed special benefit property tax levy in the amount of $59,320 for Southeastern Minnesota Multi-County Housing Redevelopment to the Minnesota Department of Revenue.

Adopted Unanimously

GOIHL-KEY

Resolution No.: 2016-212

Resolution approving the 2017 Southeastern Minnesota Multi-County Housing Redevelopment Special Benefit Tax Levy – City of Wabasha Housing Development

Whereas, The Wabasha County Board of Commissioners approved a Special Benefit Tax agreement dated July 1, 2005 with Southeastern Minnesota Multi-County Housing and Redevelopment Authority for the purpose of paying, in part the debt service on the Authority’s Tax Increment Revenue notes, Series 2005; and

Whereas, pursuant to this agreement, the Wabasha County Board of Commissioners does hereby certify the proposed special benefit property tax levy in the amount of $50,000.00 for the Southeastern Minnesota Multi-County Housing Redevelopment Authority, a Special Taxing district.

Now, Therefore, be it Resolved by the Wabasha County Board of Commissioners instructs the County Auditor-Treasurer to certify the above 2017 proposed special benefit property tax levy for Southeastern Minnesota Multi-County Housing Redevelopment Authority to the Minnesota Department of Revenue.

Adopted Unanimously

GOIHL-HALL

Resolution Number: 2016-213

Zahbulls Holsteins, LLC Conditional Use Permit

Whereas, Zahbulls Holsteins, LLC submitted a Conditional Use Permit for a new feedlot on parcel R14.00192.00 located in Section 27, Township 108 North, Range 11 West, Town of Plainview; and

Whereas, The Wabasha County Planning Commission conducted a public hearing on August 22, 2016 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 four conditions.

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

1. The number of animal units on the respective parcel shall be limited to 875.
2. The owners shall maintain compliance with the MPCA regulations that pertain to feedlots.
3. The construction of any new building or manure storage structure shall adhere to the setback requirements established in the Wabasha County Feedlot Ordinance or the Wabasha County Zoning Ordinance unless a variance is granted for any setback established in either ordinance.

Passed 3-2

GOIHL-KEY

Resolution No: 2016-214

Resolution Authorizing AIS Server and Voice Processor Module Voice Logging Equipment Transfer of Ownership to the Southeastern Minnesota Regional Emergency Communications Board

Whereas, on July 7, 2015, Resolution #2015-140 was passed in which the Southeastern Minnesota Regional
Emergency Communication Board Joint Powers Agreement and Joint Voice Logging Equipment Committee Memorandum of Understanding was approved by the County Board.

Whereas, Wabasha County, as Joint Owner, requests the transfer of title to and possession of the Archiving Information Server (AIS Server); Model: HPSW4600; Serial No. V2UA9400D34 and Voice Processor Module (AIS VPM); Model: B1933A; Serial No. 443CKT1177 voice logging equipment to the Southeast Minnesota Regional Emergency Communications Board, Recipient as indicated in the attached Voicelogging Equipment Transfer of Ownership Verification form.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: Wabasha County, as Joint Owner, on behalf of its Sheriff’s Office, is authorized to transfer title to and possession of the Archiving Information Server (AIS Server) and Voice Processor Module (AIS VPM) voice logging equipment to the Southeast Minnesota Regional Emergency Communications Board.

Be it further Resolved by the Wabasha County Board of Commissioners that: the Sheriff is authorized to sign the Voicelogging Equipment Transfer of Ownership Verification form.

Passed 4-0 Springer Absent

KEY-GOHIHL

Resolution No: 2016-215

Resolution to accept and sign a second amendment to the agreement for the provision of Inmate Health Services with Advanced Correctional Healthcare

Whereas, Resolution #2010-101 was originally approved on May 18, 2010 in which a contract was approved and signed between the Wabasha County Sheriff’s Office and Advanced Correctional Healthcare services for the Jail; and,

Whereas, the Wabasha County Sheriff’s Office is requesting authorization to accept and sign a second amendment to the agreement for the provision of Inmate Health Services with Advanced Correctional Healthcare for the Jail; and

Whereas, this amendment to the agreement needs to be approved and signed by the Sheriff and County Administrator;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Wabasha County Sheriff’s Office is authorized to accept the second amendment to the agreement for the provision of Inmate Health Services with Advanced Correctional Healthcare and authorizes it’s signing by the Sheriff and County Administrator.

Passed 4-0 Springer Absent

WOBBE-GOHIHL

Resolution No. 2016-216

Resolution Approving State Of Minnesota Joint Power Agreement And Court Data Services Subscriber Amendment To Cjdn Subscriber Agreement With The County Of Wabasha On Behalf Of Its County Attorney And Sheriff – Swift Contract #111369

Whereas, the County of Wabasha on behalf of its County Attorney and Sheriff desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the County is eligible. The Joint Powers Agreement further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

Now, Therefore, Be It Resolved by the County Board of Wabasha, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its
Department of Public Safety, Bureau of Criminal Apprehension and the County of Wabasha on behalf of its County Attorney and Sheriff are hereby approved. Copies of the Joint Powers Agreement and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement are attached to this Resolution and made a part of it. Both agreements are assigned as SWIFT Contract #111369. The Court Data Services Subscriber Amendment to CJDN Subscriber Agreement is an amendment to the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies that was originally approved by Resolution #2015-233, by the Wabasha County Board of Commissioners, on October 6, 2015.

2. That the PSAP/TAC Supervisor, Blaine John Hentz, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, PSAP/TAC Supervisor Blaine John Hentz is appointed as the Authorized Representative’s designee.

3. That the Wabasha County Attorney, Karen Sierp Kelly, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Wabasha County Attorney Karen Sierp Kelly is appointed as the Authorized Representative’s designee.

4. That Richard Harold Hall, the Chair of the County of Wabasha, and Michael Pasquinel Plante, the Wabasha County Board Administrator, are authorized to sign the State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

Passed 4-0 Springer Absent

WOBBE-KEY
Motion to Recess to AMC Fall Policy Conference Alexandria, MN 56308 September 14-16

Passed 4-0 Springer Absent

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: ______________________________
    Board Chairman, Rich Hall

ATTEST:

BY: ______________________________
    Michael P. Plante, County Administrator

COMMISSIONER REPORTS
BOARD CONCERNS
ADJOURN
## WABASHA COUNTY
### BOARD MEETING
#### 20-Sep-16

### AUDITOR’S WARRANTS

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACH NUMBERS</th>
<th>WARRANT NUMBERS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/14/2016</td>
<td>31820</td>
<td>31815 - 31819</td>
<td>$633.40</td>
</tr>
<tr>
<td>9/14/2016</td>
<td></td>
<td>31820</td>
<td>$102.25</td>
</tr>
<tr>
<td>9/14/2016</td>
<td>31821 - 31857</td>
<td></td>
<td>$131,065.99</td>
</tr>
<tr>
<td>9/14/2016</td>
<td>31858 - 31862</td>
<td></td>
<td>$899.55</td>
</tr>
<tr>
<td>9/14/2016</td>
<td>31863 - 31912</td>
<td></td>
<td>$1,302,922.53</td>
</tr>
</tbody>
</table>

**TOTAL AUDITOR’S WARRANTS**

$1,435,623.72

### MEAL VOUCHERS

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>DATES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANTE, MICHAEL</td>
<td>9/12/2016</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**TOTAL MEAL VOUCHERS**

$10.00

### TAXABLE UNIFORM ALLOWANCE

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>DATES</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

**TOTAL UNIFORM ALLOWANCE VOUCHERS**

$-
# WABASHA COUNTY
## BOARD MEETING
### 20-Sep-16

## PER DIEM PAYMENT REQUEST

<table>
<thead>
<tr>
<th>COMMISIONER</th>
<th>DATE</th>
<th>COMMITTEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hall, Rich</td>
<td>08/22/16</td>
<td>PLANNING &amp; ZONING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/09/16</td>
<td>PERSONNEL MEETING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/18/16</td>
<td>WHITEWATER JOINT POWERS BOARD</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$135.00</td>
</tr>
<tr>
<td>Goihl, Brian</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Key, Cheryl</td>
<td>08/04/16</td>
<td>WORKFORCE DEVELOPMENT</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/10/16</td>
<td>TOWNSHIP ASSOCIATION</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/11/16</td>
<td>LAKE CITY COMMON BOARD</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/25/16</td>
<td>SECURITY COMMITTEE</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/31/16</td>
<td>NEGOTIATING COMMITTEE</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$225.00</td>
</tr>
<tr>
<td>Springer, Don</td>
<td>08/11/16</td>
<td>ZUMBRO WATERSHED</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/16/16</td>
<td>JOINT COUNTY AUTHORITY</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/26/16</td>
<td>BUDGET COMMITTEE</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$135.00</td>
</tr>
<tr>
<td>Wobbe, Mike</td>
<td>07/12/16</td>
<td>PERSONNEL MEETING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>07/19/16</td>
<td>DAC MEETING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>07/28/16</td>
<td>TZD MEETING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td>08/23/16</td>
<td>BUDGET MEETING</td>
<td>$45.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$180.00</td>
</tr>
</tbody>
</table>

## TOTAL PER DIEMS REQUESTED

$675.00

(1) Any claim for a per diem payment must be based on documented activities by a commissioner that constitutes:
- The duties of office, including work on committees (under the direction of the board); or
- Individual service required by law

Committee work may include information gathering activities as well as liaison activities. Board or committee minutes should confirm three aspects of the activity as committee work:
- That a matter is before the board or committee that necessitates the activity
- The activity has been authorized by the board or committee; and
- The commissioner has reported to the board of the committee the results of the information gathering or liaison activities
DONATION
Board of Commissioners
Wabasha County

Date:
September 20, 2016

Agenda:
Consent Agenda Item

Agenda Item:
Accept donation to be used toward the purchase of a new K-9

Requested Action:
Approve and accept donation to the Wabasha County Sheriff’s Office

Fiscal Impact:
Donation to be used toward the purchase of a new K-9

Background/Recommendation:
Resolution #2016-139 was previously approved by the County Board on May 24, 2016. 
Resolution Authorizing the Sheriff’s Office to set up a designated fund for donations to be used to purchase a new K-9.

The following donations were received:
Wepay – Withdrawal from the K-9 Go Fund account - $485.45 – Check #0013615691

Action:

Motion by: ___________________________  Second by: ___________________________

Vote Aye: _____  Vote Nay: _____

No action required: ______
Board of Commissioners
Wabasha County

Date:
September 20, 2016

**Agenda Item:**
RecordEase Web Subscription

**Requested Action:**

**Fiscal Impact:**
Depends on the number of subscribers

**Background/Recommendation:**
RecordEase web is an online service providing paid subscribers access to the land records maintained by the Wabasha County Recorder’s Office.

Who can benefit from online access to land records: Title companies, Banks and other mortgage lenders, all other commercial entities needing to find land records.

With a RecordEase web subscription, a subscriber can: perform and view results for both Abstract and Torrens property index searches in a number of fashions; view and download images in a PDF format; view and download interactive Certificates of Title, with the ability to navigate from certificate to certificate in a chain of title and to view images of memorialized documents through links in a single click; access Abstract Tract Card, which displays search results in the same manner as historic tract pages and more.

Fees

Monthly subscription — $30.00 per individual user plus the following transactional fees:

Search — $0.50 per search

View recorded documents — $1.50 per document
View certificates of title (Torrens) — $2.50 per certificate

View tract page — $2.50 per tract

View tract card (1994 forward) — $2.50 per tract

************************************************************

Action:

Motion by:______________________  Second by:_____________________

Vote Aye:_____     Vote Nay:_____
Wabasha County Board of Commissioners

Resolution No.: 2016-217

RecordEase Web Subscription

Whereas, RecordEASE web is an online service providing paid subscribers access to the land records maintained by the Wabasha County Recorder’s Office; and

Whereas, With a RecordEASE web subscription, a subscriber can: perform and view results for both Abstract and Torrens property index searches in a number of fashions; view and download images in a PDF format; view and download interactive Certificates of Title, with the ability to navigate from certificate to certificate in a chain of title and to view images of memorialized documents through links in a single click; access Abstract Tract Card, which displays search results in the same manner as historic tract pages and more;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the RecordEase Web Subscription Agreement and Fee Schedule be approved by the Wabasha County Board of Commissioners.

Adopted this 20 day of September, 2016 by the Wabasha County Board of Commissioners.

By: ____________________________
   Rich Hall
   Board Chair

Attest:

By: ____________________________
   Michael P. Plante
   County Administrator
WABASHA COUNTY RECORDERSEASE WEB SUBSCRIPTION AGREEMENT

THIS AGREEMENT is between the COUNTY OF WABASHA, a political subdivision of the State of Minnesota ("COUNTY"), and (insert full legal name and mailing address)

______________________________________________
("SUBSCRIBER");

The parties hereto agree as follows:

1. **SUBSCRIPTION**

   COUNTY hereby grants to SUBSCRIBER a nonexclusive, nontransferable, limited license to access public land record information provided by COUNTY, including but not limited to land records, index information, images of recorded documents and Torrens Certificates of Title ("Information"). Access shall be through a web application developed pursuant to the authority contained in Minnesota Statutes § 375.85, including but not limited to any computer programs, applications, web applications, utilities, middleware, hardware, and/or other related technology ("Application") (The integration of the Information and Application may collectively be referred to herein as the "System"). As applicable, references herein to SUBSCRIBER shall include SUBSCRIBER’s personnel, including but not limited to directors, officers, employees, subcontractors, partners, personnel, volunteers and all other agents and representatives directly or indirectly connected to SUBSCRIBER or performing services on behalf of SUBSCRIBER, as well as SUBSCRIBER’S parents, subsidiaries and affiliates and their personnel (hereinafter collectively referred to as "Personnel"). SUBSCRIBER agrees that it will be responsible for any breach of this Agreement by Personnel.

2. **PASSWORDS**

   Only Personnel performing under a written agreement which acknowledges the individual’s obligations hereunder may be authorized to use the System. SUBSCRIBER shall identify authorized users eligible to receive an access password to the Application. SUBSCRIBER shall safeguard, protect and keep private and secure all access passwords given to SUBSCRIBER for use by its Personnel. Neither SUBSCRIBER nor SUBSCRIBER’S Personnel shall release passwords to any unauthorized individual. SUBSCRIBER agrees to be responsible for any and all damages caused as a result of unauthorized use of the access password(s) by any authorized or unauthorized individual.

   Each authorized user shall be assigned a unique password. Only the identified authorized users may use their assigned password. SUBSCRIBER shall immediately notify COUNTY of Personnel no longer employed or affiliated or acting on behalf of SUBSCRIBER, whereupon COUNTY shall inactivate applicable passwords. New Personnel must get a new password.
Sharing a password is a violation of this Agreement for which COUNTY may immediately terminate this Agreement without any refund of the subscription fee.

3. TERMS AND CONDITIONS OF USE

COUNTY reserves the right to change, amend or modify any and all Terms of Use without notice to SUBSCRIBER. Any such change, modification or amendment shall be effective upon posting on COUNTY’s internet site. By accessing and continued use of the Application and/or Information, SUBSCRIBER agrees to be bound and abide by the then current Terms of Use.

SUBSCRIBER is solely responsible for accessing the System, retrieving applicable information and managing the information including the costs of accessing, retrieving and storing the same (as applicable).

SUBSCRIBER shall acquire no right, title or interest in the Application or any Information. SUBSCRIBER may use the Application and Information exclusively for SUBSCRIBER’s internal business which may include internal searching and referencing. SUBSCRIBER shall establish and maintain safeguards against unauthorized access to Information.

Neither the Information, the Application nor any portion thereof may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any forms or means, except (1) as expressly permitted herein; (2) with the COUNTY’s prior written permission; or (3) if not otherwise expressly prohibited by this Agreement, as allowed by the Fair Use Provision of the United States Copyright Act, 17 U.S.C. § 107, and the Minnesota Data Practices Act, Minn. Stat. Ch. 13. SUBSCRIBER shall not download nor store the Information in a searchable database except as provided by the terms of this Agreement. SUBSCRIBER shall not sell or license the Information (including printouts of the Information) to third parties or use substantial portions of the COUNTY’s database as material offered for sale or license. The COUNTY acknowledges that the SUBSCRIBER’s “regular course of business” includes using the Information in the preparation of title searches, title work, title abstracts, and title insurance; all of which will be prepared and/or furnished for resale to the subscriber’s customers. Such regular course of business use of the Information is the permitted use of the Information pursuant to the terms and conditions of this Agreement.

SUBSCRIBER shall not access the Information by any means other than the Application including but not limited to scraping, robots, wanderers, crawlers, spiders, etc. (as those terms are understood in the information technology community).

COUNTY reserves the right, in its sole discretion, to suspend or terminate SUBSCRIBER’s access to the Application and Information at any time for any reason without prior notice or liability.

4. RESERVATION OF RIGHTS

SUBSCRIBER acknowledges and agrees that the System is a creative selection, coordination, arrangement and/or method of arrangement which is identified as being subject to copyright and/or patent protection. As between the parties, SUBSCRIBER agrees that COUNTY owns and
reserves all rights, protection and benefits afforded under intellectual property law, including but not limited to copyright, patent, trade secret and other laws related to proprietary rights. SUBSCRIBER will abide by all relevant laws, rules, regulations and decisions which afford protection to COUNTY for the same.

By subscribing hereunder, SUBSCRIBER acknowledges and agrees that (i) it has requested enhanced remote access from COUNTY, within the meaning of Minn. Stat. § 13.03, subd. 3(b), to certain data developed, generated, compiled and stored by COUNTY; (ii) the Information, both in its raw and enhanced form, contemplated and provided to SUBSCRIBER pursuant to this Agreement has commercial value within the meaning of Minn. Stat. § 13.03, subd. 3(d); (iii) the System is a creative selection, coordination, arrangement and/or method of arrangement of data which is identified as being subject to copyright and/or patent protection; (iv) the Application is developed computer software under Minn. Stat. § 375.85; and (v) access to both the Information and the Application has been enhanced in order to provide this service because COUNTY does not provide the public internet access to the Application or the Information or the Application's functionality, the System is available beyond normal COUNTY business hours, COUNTY has had to develop the technological means to provide remote access that is different and unique in comparison to how data is stored and accessed in the normal course of its governmental operations and the Information has been enhanced to a format that allows secure access through a web-based application.

5. FEES FOR ACCESS AND SERVICE.

As payment for the System, SUBSCRIBER shall pay the amounts set forth in Exhibit 1.

COUNTY reserves the right to change, amend or modify any and all pricing terms pursuant to applicable law. Any such change, modification or amendment shall be effective for the next billing period after the change is sent to SUBSCRIBER. By accessing and continued use of the Application and/or Information, SUBSCRIBER agrees to be bound and abide by the then current pricing terms.

6. PAYMENT

Accounts will be bill on the first of the month for the previous month. Payment is due by the 15th of the following month. Late payments may result in cancellation of subscription. If a payment is not received by the 1st of the next billing cycle, the account will be closed. A $100.00 deposit is due when the contract is signed. Charges are exclusive of sales, use and other taxes, which are the responsibility of the SUBSCRIBER. SUBSCRIBER shall arrange and be responsible for its own internet, ISP and other connection and communication charges.

7. PRIVACY STATEMENT: TENNESSEAN WARNING

SUBSCRIBER acknowledges and agrees that to facilitate service and access to data, under Minn. Stat. § 13.05, subd. 12, SUBSCRIBER has agreed to provide certain identifying information. SUBSCRIBER further acknowledges and agrees that any such information is provided voluntarily and that COUNTY may not require disclosure, but that refusal to disclose means that the requested access to the Information through the Application cannot be provided.
COUNTY respects the privacy of its subscribers. Therefore, except as provided herein, COUNTY does not intend to monitor, edit, or disclose the content of any email or other communication with COUNTY through the System unless necessary in the course of normal maintenance and operation of the System, or unless required to do so by law or in the good faith belief that such action is necessary to (i) comply with the law or comply with legal process served on COUNTY such as MN data practices act (ii) protect or defend the rights or property of COUNTY, including but not limited to administration of the terms of this Agreement; or (iii) to further legitimate law enforcement investigations or efforts. SUBSCRIBER remains solely responsible for the information provided through the System, regardless of the content of the information.

All personal information collected by COUNTY is on a voluntary basis through data entry by SUBSCRIBER. System functionality or use of a registration form completed by SUBSCRIBER. COUNTY logs IP addresses, passwords, usage and other data related to SUBSCRIBER’s use of the System for system administration, operation, troubleshooting, compliance, contract administration and other COUNTY business related purposes. Generally, this information is collected through “traffic data” and may entail the use of IP addresses, passwords, other numeric codes used to identify your computer, web logs, request/response data or other data tracking SUBSCRIBER’s Application and Information activity.

8. DATA PRACTICES

SUBSCRIBER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. SUBSCRIBER agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from SUBSCRIBER’s officers’, agents’, owners’, partners’, employees’, volunteers’, assignees’ or subcontractors’ unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. SUBSCRIBER agrees to promptly notify COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive cancellation or termination of this Agreement.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

COUNTY IS PROVIDING THE APPLICATION AND INFORMATION ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE PERFORMANCE OF THE APPLICATION, THE CODE, COMPUTERS OR COMPUTER SYSTEMS RELATED TO THE APPLICATION, THE COMMUNICATION OR CONNECTION TO THE APPLICATION, THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APPLICATION IS FREE OF HARMFUL CODE. SUBSCRIBER fully understands and
agrees that (i) the Application is subject to errors, omissions, delays or interruptions; and (ii) COUNTY may modify or change the Application or Information in a manner that may impact or restrict SUBSCRIBER’s access. In any such event, the COUNTY will not be liable for the cost of such changes or damages which may be sustained by SUBSCRIBER.

WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR THE CORRECT SEQUENCING OF THE INFORMATION OR THAT DEFECTS WILL BE CORRECTED. SUBSCRIBER fully understands and agrees that, except for COUNTY’s proprietary documents (i) the Information is provided by third-parties; (ii) COUNTY merely records and stores the Information; and (iii) COUNTY is not responsible for the content of the Information. SUBSCRIBER fully understands and agrees that the Information is subject to errors, omissions, delay or interruptions, including but not limited to (i) delays, errors or omissions in the receipt of the Information, (ii) changes, adjustments, corrections or modifications of the Information and (iii) that COUNTY may make modifications, changes and/or adjustments to the Information at any time and without notice to SUBSCRIBER.

IN NO EVENT SHALL COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGES EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY’S SOLE LIABILITY AND SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO THIS AGREEMENT OR FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR APPLICATION OR INFORMATION NONPERFORMANCE, ERRORS OR OMISSIONS, SHALL BE LIMITED TO RESTORING OR CORRECTING THE APPLICATION OR INFORMATION AS IS REASONABLY POSSIBLE UNDER THE PERTINENT CIRCUMSTANCES.

SUBSCRIBER agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of SUBSCRIBER, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of SUBSCRIBER to perform any obligation under this Agreement.

10. **TERMINATION**

A. There shall be deemed to be a breach of this Agreement:

   (1) If SUBSCRIBER defaults, breaches or fails to comply with any term or condition, duty or obligation, expressly or impliedly contained herein.

   (2) If SUBSCRIBER fails to use, control and safeguard the Information or any password; or-

   (3) If SUBSCRIBER sells, assigns, shares, otherwise transfers this Agreement, the Application, the Information, any passwords, or any other rights, duties or obligations hereunder or attempts to do any of the aforesaid or permits any of the aforesaid to be done by anyone.

B. In the event of SUBSCRIBER’s breach of this Agreement, as herein defined:
(1) COUNTY may immediately cancel this Agreement.
(2) SUBSCRIBER shall be liable for all costs, damages and losses incurred by COUNTY on account of said breach and/or also in canceling or terminating this Agreement.
(3) All sums due and to become due hereunder, at COUNTY’s option, shall become payable forthwith; and-
(4) COUNTY may also enforce specific performance of the applicable covenants of this Agreement by appropriate legal proceedings, as well as any other remedy herein provided. Should any legal proceedings be instituted by COUNTY to recover any monies due or to become due hereunder, and/or to recover other damages sustained by COUNTY on account of such breach, SUBSCRIBER shall pay a reasonable sum as attorney’s fees as ordered by the court.

C. In the event SUBSCRIBER fails to duly and promptly perform any of its obligations under the provisions of this Agreement, COUNTY, at its option, may immediately, or any time thereafter, perform the same for the account of SUBSCRIBER without waiving such default, and any amount paid or expense or liability incurred by COUNTY in such performance, together with interest thereon at the highest maximum rate permitted by applicable law until paid by the SUBSCRIBER to COUNTY, shall be payable by SUBSCRIBER upon demand.

D. This Agreement may be cancelled with or without cause by either party giving thirty (30) days’ prior written notice thereof to the other party. In the event of cancellation without cause by SUBSCRIBER, COUNTY shall not be obligated to refund any Subscription fees paid.

E. Upon expiration or termination of this Agreement, SUBSCRIBER shall, automatically and without further action by COUNTY, terminate and extinguish SUBSCRIBER’s right to access or use the Application and the Information. Unless otherwise directed by COUNTY, SUBSCRIBER shall return or irretrievably destroy the passwords.

F. Pursuant to COUNTY’s written permission, SUBSCRIBER may continue to use duly accessed Information after expiration of the term of this Agreement solely in the regular course of SUBSCRIBER’S internal business which may include internal searching, referencing and displaying of the Information. Upon said written permission, SUBSCRIBER shall use, possess, safeguard and control the Information in compliance with the terms of this Agreement and COUNTY may exercise all rights and remedies herein in addition to any other right or remedy available by law, statute, rule and/or equity.

G. This Agreement, System access and all passwords may be immediately terminated by COUNTY if, in the sole discretion of COUNTY, SUBSCRIBER fails to comply with any term or condition of this Agreement.
11. **RIGHTS AND REMEDIES**

No right or remedy of COUNTY hereunder shall be exclusive of any other right or remedy herein or by law, statute or equity provided, but each shall be cumulative and in addition to every other right or remedy, and shall be deemed to be continuing, none of which shall be exhausted by being exercised on one or more occasion and may be enforced concurrently or from time to time.

SUBSCRIBER acknowledges and agrees that unauthorized disclosure or use of the Application and/or Information or any part thereof could cause irreparable harm and significant injury to COUNTY, which may be difficult to measure with certainty or to compensate through damages. Accordingly, SUBSCRIBER agrees that COUNTY may seek and obtain against SUBSCRIBER and/or any other person or entity injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other equitable or legal remedies which may be available.

12. **OTHER TERMS AND CONDITIONS**

A. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto are integrated herein, and no modification hereof shall be binding unless in writing and signed by COUNTY.

B. This Agreement shall be governed by and construed under the laws of the State of Minnesota. Wabasha County shall be the appropriate venue and jurisdiction for any litigation arising hereunder, except that venue and jurisdiction in the Federal Courts shall be in the appropriate Federal Court within the State of Minnesota. If any provision is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

C. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint ventures or co-partners between the parties hereto or as constituting SUBSCRIBER as the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever.

D. COUNTY’s failure to insist upon strict performance of any covenant, agreement or stipulation of this Agreement or to exercise any right herein contained shall not be a waiver or relinquishment of such covenant, agreement, stipulation or right unless the COUNTY consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future of such covenant, agreement, stipulation or right.

E. SUBSCRIBER may not transfer or assign any rights or interest in this Agreement, in whole or in part, to any other person or entity, including but not limited to any other person/entity that acquires, directly or indirectly any interest in SUBSCRIBER. The COUNTY reserves the right to cancel this Agreement immediately upon such an occurrence or to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to assure the full performance of this Agreement.

F. SUBSCRIBER and COUNTY intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
G. By executing this Agreement and subscribing to this service, SUBSCRIBER becomes a party to this Agreement and is legally bound by all of its terms and conditions, without exception. In subscribing to this service, SUBSCRIBER has voluntarily provided certain information that allows COUNTY to identify and contact SUBSCRIBER. Failure to keep SUBSCRIBER’s contact information current may result in discontinuance of service.

H. This document is a legally binding contract. SUBSCRIBER represents that it has actual authority to enter into this Agreement to bind the respective entities or person with whom it is legally associated to the terms and conditions herein contained. Prior to entering this Agreement SUBSCRIBER has the right to seek advice from legal counsel. By entering into this Agreement, SUBSCRIBER represents that it has either sought such legal advice or knowingly and voluntarily waived its right to obtain such advice prior to entering into this Agreement.

I. All items that are referenced or attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Except as provided otherwise herein, any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

J. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to:

Wabasha County Recorder
625 Jefferson Ave.
Wabasha MN 55981

Notices to SUBSCRIBER shall be sent to:

________________________________________
(Name)

________________________________________
(Address)

________________________________________
(Phone)

________________________________________
(Email Address- where the bill will be sent)

User Name ____________________ Password ____________________
SUBSCRIBER APPROVAL

By: ________________________________  Dated: ______________________

Title: ______________________________

The person signing this Agreement on behalf of SUBSCRIBER has full authority to bind said SUBSCRIBER to the terms and conditions contained herein.

WABASHA COUNTY RECORDER APPROVAL

By: ________________________________  Dated: ______________________

County Recorder
EXHIBIT 1

WABASHA COUNTY WEB SUBSCRIPTION AGREEMENT

**RecordEASE Web Fee Schedule**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Subscription Fee*</td>
<td>$30.00 per individual user</td>
</tr>
<tr>
<td>Search Fee</td>
<td>$0.50 per search</td>
</tr>
<tr>
<td>View Recorded Documents</td>
<td>$1.50 per document</td>
</tr>
<tr>
<td>View Certificates of Title (Torrens)</td>
<td>$2.50 per certificate</td>
</tr>
<tr>
<td>View Tract Card</td>
<td>$2.50 per tract</td>
</tr>
</tbody>
</table>

*The monthly subscription fee is charged whether or not the system is accessed during the month.*
Board of Commissioners
Wabasha County

Agenda Item Number: 9.0 G

Date: September 20, 2016

Agenda Item:
Hire full-time dispatcher for Sheriff’s Office

Requested Action:
Hire one full-time dispatcher for the Sheriff’s Office

Fiscal Impact:
Wages and benefits as defined by the Teamster Union Contract minus overtime expenses to fill Steve Buol’s hours.

Background/Recommendation:
We are requesting that a part-time employee be hired as a full-time Dispatcher as of October 8, 2016. Steve Buol will retire on January 1, 2017, but his intention is to use vacation hours starting October 8, 2016. The Department Head has approved this action. Steve Buol’s hours will be absorbed by other department employees. Moving a part-time employee to full-time will substantially reduce overtime.

The new full-time employee would move to Dispatcher pay Start step of the Teamster Union Contract.

Action:
Motion by:______________________ Second by:_____________________

Vote Aye:_____ Vote Nay:____

Wabasha County Board of Commissioners

Resolution No.: 2016-223

Whereas, the Wabasha County Sheriff is requesting authorization to move one part-time employee to a full-time Dispatcher as of October 8, 2016; and

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, authorizes the hiring of one part-time employee as a full-time Dispatcher at Start Step of Teamster Union Contract.

Adopted this 20 day of September, 2016 by the Wabasha County Board of Commissioners.

By: __________________________
   Rich Hall
   Board Chair

Attest:

By: __________________________
   Michael P. Plante
   County Administrator
Board of Commissioners  
Wabasha County

**Agenda Item Number:** 10.0 A

**Date:**  
September 20, 2016

---

**Agenda Item:**  
Paid Time Off Policy

---

**Requested Action:**  
Adoption of Resolution 2016-218 approving of the attached “Paid Time Off” Policy

---

**Fiscal Impact:**  
Can not be determined due to optional employee participation

---

**Background/Recommendation:**  
A PTO policy will be offered by Wabasha County effective January 1, 2017. The plan will be mandatory for new employees who are not covered under a union contract. Existing employees would have a onetime option to switch to the PTO plan. Current accruals of sick leave and vacation will be combined. Vacation will transfer at 100% and sick leave will transfer over at 60%. Amounts is excess of the PTO cap will be placed into an Emergency Leave Bank for 3 years. Wabasha County Human Resources recommends adoption of Resolution 2016-218.

---

**Action:**  
Motion by:______________________  Second by:_____________________

Vote Aye:_____     Vote Nay:_____  
No action required:____
Wabasha County Board of Commissioners

Resolution No.: 2016-218

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached “Paid Time Off Policy” is hereby approved.

Adopted this 20 day of September, 2016 by the Wabasha County Board of Commissioners.

By: ________________________
    Rich Hall
    Board Chair

Attest:

By: ________________________
    Michael P. Plante
    County Administrator
Paid Time Off (PTO) provides full-time employees and regular part-time employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee’s choice.

Full-time and regular part-time employees will accumulate a specified amount of PTO each pay period worked. The amount of PTO earned will depend on the employee’s length of service with Wabasha County. PTO does not replace Wabasha County’s holiday schedule. Employee’s will continue to have designated paid holidays each year.

**Accrual Schedule for 80.0 Hour Work Period**

<table>
<thead>
<tr>
<th>Service</th>
<th>PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>6.74</td>
</tr>
<tr>
<td>6-10</td>
<td>8.00</td>
</tr>
<tr>
<td>11-15</td>
<td>8.92</td>
</tr>
<tr>
<td>16-20</td>
<td>10.15</td>
</tr>
<tr>
<td>20+</td>
<td>11.08</td>
</tr>
</tbody>
</table>

**Accrual Schedule for 75.5 Hour Work Period**

<table>
<thead>
<tr>
<th>Service</th>
<th>PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>6.35</td>
</tr>
<tr>
<td>6-10</td>
<td>7.50</td>
</tr>
<tr>
<td>11-15</td>
<td>8.37</td>
</tr>
<tr>
<td>16-20</td>
<td>9.52</td>
</tr>
<tr>
<td>20+</td>
<td>10.39</td>
</tr>
</tbody>
</table>

Part-time employees who regularly work more than twenty (20) hours per week will accrue PTO on a pro-rated basis.

Employees who regularly work less than twenty (20) hours per week, as well as interns and seasonal employees are not eligible for PTO.

Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can accumulate. The maximum amount of PTO that an employee can accumulate is 400 hours for employees who work 80 hour work period and 370 hours for employees who work 75 hours work period. There is no accrual after these caps have been reached. Once the cap has been reached, an employee will not accumulate any more PTO until some of the time in the account has been used and the balance drops below the cap. After the balance goes below the cap, PTO will again begin to accrue. Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO for the entire bi-weekly pay period. PTO is not earned in pay
periods during which unpaid leave, short or long term disability leave or workers’ compensation leave are taken.

Under the County’s Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time.

Employees are responsible for managing their PTO. It is important that employees plan ahead for how it will be used. This means developing a plan for taking vacations, as well as doctor’s appointments and personal business. It also means holding some time in “reserve” for the unexpected, such as emergencies and illnesses.

Employees are required to provide their Department Head with reasonable advance notice and obtain approval prior to using PTO. This allows for the employee and the Department Head to prepare for the time off to assure that all staffing needs are met.

There may be occasions, such as sudden illness, when the employee cannot notify the Department Head in advance. In those situations, the employee must inform the Department Head of his/her circumstances as soon as possible.

All requests for PTO will be evaluated based on workloads and staffing needs. There may be times that PTO will be denied based on workloads and staffing needs.

The minimal amount of PTO that can be used at one time is ½ hour.

Full-time and part-time employees shall begin accruing PTO immediately upon assignment to an eligible employment classification. Employees are eligible to use PTO from the start date of their employment.

Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.
PAID TIME OFF

What is PTO?

Paid Time Off (PTO) is being offered by Wabasha County effective January 1, 2017. The PTO plan will be mandatory for new employees who are not covered under a union contract. Existing employees would have a onetime option to switch to the PTO plan.

Through PTO current accruals of sick leave and vacation will be combined and defined as PTO. As part of this change the following will occur:

- Vacation accrual will stop
- Sick leave accrual will stop
- PTO accrual cannot exceed 400 hours for 80.0 hour work period
- PTO accrual cannot exceed 370 hours for 75 hour work period
- Exiting vacation will transfer over on a 1:1 basis

Accrual Schedule for 80.0 Hour Work Period Under PTO

<table>
<thead>
<tr>
<th>Service</th>
<th>PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>6.74</td>
</tr>
<tr>
<td>6-10</td>
<td>8.00</td>
</tr>
<tr>
<td>11-15</td>
<td>8.92</td>
</tr>
<tr>
<td>16-20</td>
<td>10.15</td>
</tr>
<tr>
<td>20+</td>
<td>11.08</td>
</tr>
</tbody>
</table>

Accrual Schedule for 75.5 Hour Work Week Under PTO

<table>
<thead>
<tr>
<th>Service</th>
<th>PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>6.35</td>
</tr>
<tr>
<td>6-10</td>
<td>7.50</td>
</tr>
<tr>
<td>11-15</td>
<td>8.37</td>
</tr>
<tr>
<td>16-20</td>
<td>9.52</td>
</tr>
<tr>
<td>20+</td>
<td>10.39</td>
</tr>
</tbody>
</table>

- Sick leave will transfer over a 60% rate. Amounts in excess of the PTO cap would be placed into an Emergency Leave Bank to be used for a potential medical leave. Accrued leave in the Emergency Leave Bank may only be used when all PTO has been exhausted. Upon separation of employment the Emergency Leave Bank will hold no monetary value and will not be paid out. The Emergency Leave Bank will automatically be closed after three (3) years from transferring to the reference PTO plan.
• The County will offer an optional Short Term Disability Program at 60% of the employee's current salary. Wabasha County will subsidize $15.00 of the cost of this benefit.
• Long Term Disability (LTD) is available for time lost beyond 90 days. Long Term Disability is an optional benefit paid for by the employee. Both Short Term and Long Term Disability is taxable income. The IRS considers these programs as wages and therefore taxation is mandatory under current IRS rules.
• If the employee is on Sick Leave prior to the implementation of the PTO Plan, it would begin upon the return of the employee to active work.

Why is the County implementing Paid Time Off?

The County believes that this plan will provide better coverage for all employees and place greater responsibility with the employee as to how they choose to use their time off.

From a benefit standpoint it simplifies and brings equity to our policy in this area.

What are the examples of the benefits resulting from PTO implementation?

• Increased protection for all employees
• Greater economic security for all employees
• Increased protection and time off for new employees to allow easier recruitment of qualified staff
• Increased equity and fairness related to accrual and use of time-off
• Decreased time monitoring and interpreting policy and procedures for Department Heads and Supervisors
• Decisions about time off are made by the employee, subject to supervisory review and approval
• County liability is easily defined
• PTO carry over from year to year is set at 400 hours/370 hours.

How will implementation occur?

All non-contract and contract employees will have the choice to switch to the PTO Plan on with the understanding that this option will only be offered once. There will be a grace period of 90 days to make that decision.

All new employees not under a union contract after the implementation date will not accrue separate vacation and sick leave banks or will be eligible for separate bereavement leave. All of the aforementioned will be replaced by Paid Time Off.
Board of Commissioners  
Wabasha County  

**Agenda Item Number:** 10.0 B

**Date:** 09/16/16

**Requested Action:** Approved resolution to waive 30 day waiting period.

**Fiscal Impact:** N/A

**Background/Recommendation:** See attached letter from David Drown Associates. Auditor/Treasurer recommends approval.

**Action:**

Motion by:______________  Second by:______________

Vote Aye:____  Vote Nay:____

No action required:____
Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby waive the statutory notice and comment period contained in Minnesota Statues Section 469.175, subdivision 2, with regard to the proposed Tax Increment Financing District No 1-8 in the City of Wabasha. Further, acknowledge the receipt of a draft copy of the tax increment financing plan which contains a statement of fiscal and economic impacts of the TIF District.

Adopted this 20 day of September, 2016 by the Wabasha County Board of Commissioners.

By: ____________________________
    Rich Hall
    Board Chair

Attest:

By: ____________________________
    Michael P. Plante
    County Administrator
September 9, 2016

County Board of Commissioners
Denise Anderson, Wabasha County Auditor
Wabasha County Courthouse
625 Jefferson Avenue
Wabasha, MN 55981

RE: City of Wabasha, MN
Proposed TIF District No. 1-8 within Municipal Development District No. 1

Dear County Board of Commissioners and Ms. Anderson,

The City of Wabasha proposes to establish a new TIF District in the City. The City has been approached by various companies seeking TIF assistance for future projects. As such, the City is creating this Economic Development TIF District. Pepin Manufacturing is one of these companies. They are needing additional production space due to the steady growth of their company and plan to construct a new facility approximately 15,000 square feet in size, in the City of Wabasha. The District is made up of two parcels, one parcel to accommodate the Pepin Manufacturing project, and the second is reserved for a future project with one of the other companies. Pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, enclosed please find a draft copy of the TIF plan. Statements of Fiscal and Economic Impact are shown as Exhibit 4.

The City has scheduled a public hearing for Tuesday, October 4, 2016 at approximately 7:00 p.m. to receive public comment on the proposed TIF District. Since the scheduled public hearing will not provide you with the required 30-day notice, we request that you provide to us before September 30, your written comments on this plan or a statement which waives your rights to the 30-day notice so that we may proceed with the public hearing on schedule. Your attendance at this meeting is welcomed.

If you have any questions, please contact the undersigned or Chad Springer, City Administrator, at 651-565-4568.

On behalf of the City,

Sonya Bubany
David Drown Associates, Inc.
Board of Commissioners  
Wabasha County

**Date:** 09/20/16

**Agenda Item Number:** 10.0 C

**Agenda Item:** A/T – Adopt Gambling Ordinance

**Requested Action:** Rescind current Gambling Ordinance and adopt new one

**Fiscal Impact:** none

**Background/Recommendation:** See resolution.

**Action:**

Motion by:______________  Second by:______________

Vote Aye:____  Vote Nay:____

No action required:____
Wabasha County Board of Commissioners

Resolution No.: 2016-220

Whereas, Wabasha County adopted Gambling Ordinance on January 4, 1983, before the Department of Public Safety started to enforce the gambling statues in 1984.

Whereas, Assistant County Attorney Rice and Auditor/Treasurer Anderson reviewed Gambling Ordinance and found it was outdated regards to MN Statues. Assistant County Attorney Rice drafted proposed Gambling Ordinance and presented to County Board and explained their options.

Whereas, Wabasha County Board of Commissioner’s held a public hearing on September 6, 2016 at Wabasha County Courthouse to hear comments or concerns on the proposed ordinance. Notice of the Public Hearing was advertised in Lake City Graphic, Wabasha County Herald & Plainview News at least 30days before the meeting. Also a notice was posted on the County website. Notices of the hearing were also mailed to interested parties.

Whereas, Auditor/Treasurer Anderson and Assistant County Attorney Rice recommend adopting the Wabasha County Gambling Ordinance as attached.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, all previous resolutions adopted by the Wabasha County Board of Commissioners regarding enactment of Wabasha County Gambling Ordinance # 4 are hereby rescinded.

Now Therefore be it Further Resolved by the Wabasha County Board of Commissioners that they approved the Gambling Ordinance as attached and direct for it’s publication for adoption.

Adopted this 20 day of September, 2016 by the Wabasha County Board of Commissioners.

By: ____________________________
    Rich Hall
    Board Chair

Attest:

By: ____________________________
    Michael P. Plante
    County Administrator
AN ORDINANCE REGULATING THE CONDUCT OF LAWFUL GAMBLING.

The Board of Commissioners for Wabasha County, Minnesota, ordains:

Section 1. Purpose. The purpose of this ordinance is to closely regulate and control the conduct of lawful gambling.

Section 2. Application. This ordinance shall apply equally to all forms of lawful gambling conducted within the county’s jurisdiction.

Section 3. Provisions of State Law Adopted. Except as they may conflict with the provisions of this ordinance, the provisions of Minnesota Statutes, Chapters 349 and 609 as well as Minnesota Administrative Rules, Chapters 7861 and 7863-7865, as they pertain to the definition of terms, licensing, restrictions, and penalties of gambling, are adopted and incorporated herein as if set out in full.

Section 4. Profits. Gross profits from lawful gambling may be used only for allowable expenses or lawful purposes.

Section 5. Compensation. No compensation shall be paid to any person in connection with lawful gambling or the operation of a gambling device by a licensed organization. Only persons who are active members of an organization or the spouse or surviving spouse of an active member may participate in the organizations’ conduct of lawful gambling or operation of a gambling device.

Section 6. Premises Permits.
Subd. 1. APPLICATION PROCESS. An organization conducting gambling that is exempt from licensing under Minn. Stat. § 349.166 must apply to the Board of Commissioners for a premises permit prior to conducting the same. If the premise listed in an application is located in a township within the County’s jurisdiction, the township representative or his or her authorized agent must sign the application prior to review by the Board of Commissioners. After approval of an application, the organization must submit a resolution from the Board of Commissioners approving the premises permit to the Gambling Control Board. The resolution must have been adopted within 90 days of the date of application for the premises permit.

Subd. 2. SUBSEQUENT APPLICATIONS. Once an organization’s initial application has been approved by the Board of Commissioners, any subsequent applications, wherein the listed premise is different than the premise listed in the initial application, may be approved by the Auditor/Treasurer or his or her authorized agent without approval by the Board of Commissioners. In such instances, there shall be no required waiting period prior to approval.

Section 7. Penalty. Violation of any provision of this ordinance shall be a misdemeanor. A person convicted of violating any provision of this ordinance shall be subject to a fine of not more than $1,000.00 or imprisonment for a term not to exceed 90 days, or both, plus any mandatory court costs.
Section 8. Prior Ordinances. Any prior ordinance pertaining to the conduct of lawful gambling that is inconsistent with this ordinance is repealed upon the effective date of the latter.

Section 9. Effective Date. This ordinance becomes effective upon its passage and publication according to law.
Board of Commissioners  
Wabasha County  

Date:  
September 20, 2016  

Agenda Item Number: 10.0 D  

Agenda Item:  
County Road 73 Public Hearing  

Requested Action:  
Consider adoption of Resolution 2016-221 to set a date, time and place of a public hearing for potential County Highway reversion in Elgin Township  

Fiscal Impact:  
None  

Background/Recommendation:  
The primary users of CR 73 within City limits are City residents. CR 73 generally serves local residents along CR 73 and the subdivisions located directly adjacent to CR 73. CR 73 ends at the intersection of 2 township roads at the Olmsted County line.  
Road transfer upon completion of a reconstruction project minimizes future maintenance for the receiving road jurisdiction, and may be the most opportune time for transfer of the road.  
At a recent Town Board meeting, Elgin Township was agreeable to proceed in having a public hearing on the proposed potential road reversion. The potential road reversion was also discussed at a City of Elgin meeting in August; an official response for support of road reversion, public hearing and/or further discussion has not yet been received as of the time of preparing this Agenda Item.  
In past and recent discussion with Elgin Township, the Township would not be supportive of receiving any more length of road. In the past, the City was not receptive of receiving CR 73 within City limits.  
Regardless of agreement with the Town Board or City, a public hearing is required by Minnesota Statute 163.11,Subd.5a. and the County Board shall fix a date, time and place. 30 day notice prior to the public hearing is required to be served to the Town Board.  
A recommended place of hearing is the City of Elgin City (Fire) Hall. Suggested hearing dates are October 24-27 or October 31-November 3. A time of approximately 7pm is suggested.  

Action:  
Motion by: Second by:  
Vote Aye: Vote Nay:  
No action required:
Wabasha County Board of Commissioners

Resolution No.: 2016-221

Whereas, a public hearing is required by Minnesota Statute 163.11 prior to any action taken by the Wabasha County Board of Commissioners regarding any proposed reversion of a road to a township; and

Whereas, a public hearing date of _________________ at ___pm is appropriate; and

Whereas, notice of public hearing will include the Plainview News and the County website at www.co.wabasha.mn.us.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, a public hearing regarding County Road 73 reversion to Elgin Township and City of Elgin is hereby fixed for _________________ at ___pm. Publication will be made in the Plainview News and the County website (www.co.wabasha.mn.us).

Be It Further Resolved by the Wabasha County Board of Commissioners that the Wabasha County Sheriff’s Department hereby serve each Elgin Township Board member with notice of such public hearing by September 23rd, 2016.

Adopted this 20th day of September, 2016 by the Wabasha County Board of Commissioners.

By: ______________________________
   Its Board Chair

Attest:

By: ______________________________
   Michael P. Plante
   County Administrator
Board of Commissioners
Wabasha County

Date:
July 19, 2016

Agenda Item Number: 10.0 E

Agenda Item:
County and Mount Pleasant Township Roads – Public Hearing

Requested Action:
Consider adoption of Resolution 2016-222 to set a date, time and place of a public hearing for potential road exchange(s) and County Highway reversion in Mount Pleasant Township

Fiscal Impact:
None

Background/Recommendation:
The County Highway Department has had several discussions with Mount Pleasant Township regarding the exchange of roads within the Township. The Township has adopted a resolution stating the Township support for an exchange of a segment of CR 82 and 350th Ave (see attached map). The County Engineer agrees with the Township’s statement in their resolution regarding the proposed exchange; “that the citizens of Wabasha County can be served better by an exchange of said roads”.
The County Engineer has discussed further with the Township, and both are in agreement to have a public hearing regarding any or all of the proposed road exchanges or reversions to the Township as shown on the attached map.
Regardless of agreement with the Town Board, a public hearing is required by Minnesota Statute 163.11, Subd. 5a. and the County Board shall fix a date, time and place. 30 day notice prior to the public hearing is required to be served to the Town Board.
A recommended place of hearing is the Mount Pleasant Town Hall (intersection of County Highway 15 and 350th Ave). Suggested hearing dates are October 24-27 or October 31-November 3. A time of approximately 7pm is suggested.

Action:
Motion by:_________ Second by:_________
Vote Aye:_______ Vote Nay:_____
No action required:____
Whereas, a public hearing is required by Minnesota Statute 163.11 prior to any action taken by the Wabasha County Board of Commissioners regarding any proposed reversion of a road to a township; and

Whereas, a public hearing date of _________________ at ___pm is appropriate; and

Whereas, notice of public hearing will include the Lake City Graphic and the County website at www.co.wabasha.mn.us.

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners that, a public hearing regarding potential road exchanges and road reversion to Mount Pleasant Township more specifically 350th Ave, County Road 82, County Road 78, County State Aid Highways 5 and 36, and 370th Ave is hereby fixed for _________________ at ___pm. Publication will be made in the Lake City Graphic and the County website (www.co.wabasha.mn.us).

Be It Further Resolved by the Wabasha County Board of Commissioners that the Wabasha County Sheriff’s Department hereby serve each Mount Pleasant Township Board member with notice of such public hearing by September 23rd, 2016.

Adopted this 20th day of September, 2016 by the Wabasha County Board of Commissioners.

By: __________________________
   Its Board Chair

Attest:

By: __________________________
   Michael P. Plante
   County Administrator