WABASHA CITY COUNCIL

WABASHA CITY HALL

Tuesday, February 6, 2024

Council Meeting 6:00 PM

To see Council meeting YouTube vidoes, go to the City's YouTube page and go to the "LIVE" tab.

All matters listed under "Consent Agenda" are considered to be routine by the City Council and will be entered by one motion. Unless requested by a Council Member or citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and will be considered separately. This meeting will be held in person at Wabasha City Hall, a virtual option is also available, to join click here https://us02web.zoom.us/j/82339495094. To watch the meeting live on your computer or Smart Phone, click here to watch the meeting on YouTube (or search City of Wabasha YouTube Channel).
Council member Dean Meurer will join the meeting by Zoom from : 218 Main St w, Wabasha, MN 55981

1. **Pledge of Allegiance**
2. **Guest Speaker -**
    1. Cap O'Rourke- Executive Director of MN Small Cities
    2. Dan Metcalf 10-year anniversary celebration
3. **Public Comments**
4. **Changes or Additions to Agenda**
5. **Mayor's Presentation - Mayor Emily Durand**
6. **Committee Reports and Wabasha Good News**
    0. Administrator's Report
8. **Consent Agenda**
    1. 12-19-23 Special Council Minutes]
    2. 1-2-24 City Council Minutes
    3. Gambling Permit Applications
    4. Approval of annual licenses
    5. Approve Minnesota Small Cities Membership
    6. Fee Schedule - USB Flash Drive Fee
    7. Agreement with CMS / WSE Engineering for Building Official Services
    8. 2024 Brush Dump contract approval
    9. Approve the hiring of Full-Time Paramedic Alyssa Simonson
    10. Code Red notification system contract with Wabasha County
    11. City Hall blinds, ADA door handles, ceiling tiles, floor waxing
    12. Pool lifeguard chair replacements
    13. Ambulance Response Vehicle Repairs/Outfitting
    14. Approve the hiring of Part-Time Paramedic Brittni Gillett
    15. 2024-2025 Fire Contracts
    16. Informational: Final Painting of City Hall Invoice
    19. Approve Transfer Incentives for Ambulance in 2024, subject to annual renewal
    20. February Warrants
    21. Compeer Financial Sponsorship Agreement
9. **Public Hearing**
    1. Street/Alley Vacation Athletic Field

10. **General Business**
    1. Approval of Developer for purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations
    2. Resolution Approval to Restrict the Deeds for the Wabasha Athletic Field
    3. State Hwy 60/Wabasha County Road 30 Intersection sign
    4. 4 & 6 seat city bike discussion
    5. Approve Financial Federal Procurement Policies
    6. State Seal and Flag Redesign Resolution
    7. Local Board of Appeal and Equalization Member Selection for 2024
    8. Discuss Council Chambers improvements
11. **Donations**
    1. Resolution 05-2024 February Donations
12. **Information - financials emailed to Council.**
13. **Announcements**
    1. Reschedule City Council for March due to Minnesota Presidential Primary Election.
14. **Adjournment**

City Council Regular **2. 1.**

Meeting Date: 02/06/2024

ITEM TITLE: Cap O'Rourke- Executive Director of MN Small Cities

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Cap O'Rourke brings extensive experience at the state capitol and in Washington DC, advocating on behalf of cities under 5000. Cap will share upcoming legislative issues and how Wabasha cant benefit from a membership.

City Council Regular **2. 2.**

Meeting Date: 02/06/2024

ITEM TITLE: Dan Metcalf 10-year anniversary celebration

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

City Council Regular **0.**

Meeting Date: 02/06/2024
ITEM TITLE: Administrator's Report
DEPARTMENT: Administration

PURPOSE:

Administrator's Report - Caroline Gregerson

ITEM SUMMARY:

Police. The Police Department is happy to announce that we are officially full staffed once again. Officer Ben Swanson who left us for a job with the Wabasha County Sheriff's Office has decided to return to our department! Swanson brings 11 years' experience with him, all but 5 months experience is with our department. We are happy to have a veteran Officer back on our team. We expect that we will have him back in the rotation by the end of the month or beginning of next month.

City Administrator has received one request to dim the lights at the athletic field and another request to add dark sky caps downtown. At this time, we do not have plans to change the lighting situation but want to share these comments with Council.

Winter truck haul is underway and there was quite a bit of media coverage and a press release: https://www.kttc.com/video/2024/01/23/city-wabasha-teams-up-with-us-army-corps-engineers-dredged-sand-management/ and it's also on wabasha.org

Received a lot of news on our posts celebrating Cindy Sheeley's 30 years of service with the ambulance and Beth Mueller's 5 year's of service. Congratulations. https://www.winonapost.com/community/wabasha-recognizes-emt-for-30-years-of-service/article_8b1a094c-bfa5-11ee-976a-c710a15a5eb6.html

Our Congressional request will be decided in March for $5 million for the Highway 60 Re-Route, it will depends if congressional requests are included in the final budget or not.

I've been busy along with Port Members reviewing the RFPs and visiting developments for apartments. It's been very informative.

Tyler Grabau and I have both been responding to the auditors questions this year as we had a lot of major projects.

We are setting up meeting to meet with various state agencies for our Environmental Impact Statement on the Barge Terminal.

Had a very good meeting with Ad-Hoc Personnel and plan to report an update on my goals in July.

We've been busy having City Hall painted. Please provide any feedback on what you would like to see in the Council chambers.

Attachments

Wabasha Ambulance

2023 Annual Report



WABASHA AMBULANCE

SERVING SINCE 1984

129 HIAWATHA DR W
WABASHA, MN 55981

To: City Council, Ambulance Commission, Township Board, and Wabasha Citizens.

From: Ryan T. Marking, Ambulance Director

Date: 01/11/2024

Re: 2023 Annual Report

On behalf of the members of the Wabasha Ambulance Service, I proudly present the Wabasha Ambulance Service 2023 Annual Report. This report reflects on the hard work, dedication, and professionalism of the Services' members and their accomplishments.

EMS services nationwide have seen an increase in calls for service and a decreasing workforce. The Wabasha Ambulance Service is no different. The Wabasha Ambulance responded to a record number of 702 calls for service in 2023. This is a 68.3% increase from 2020. With this increase it also puts an increase demand on our paid-on call staff, taking them away from their families and jobs more often. Their dedication to protecting the citizens we serve is beyond words.

The Wabasha Ambulance Service currently has 15 EMT's, 6 EMR's, and 3 Paramedic's. The dedicated paid-on call members of the Wabasha Ambulance Service contributed 9,915 hours of time to solely cover the schedule. This does not include the time they dedicated to training, teaching CPR, or calls that they went on. This dedication saved the city $182,733.45 just in salaries (not including benefits).

This report contains a brief description of some of the activities and statistics of the service. Future years will contain more in-depth information. You are encouraged to contact me for further information. We also would encourage you to stop by the ambulance garage for a tour.

Respectfully Submitted,

Ryan T. Marking, Ambulance Director

CITY OF WABASHA

WABASHA AMBULANCE
SERVING SINCE 1984

129 HIAWATHA DR W
WABASHA, MN 55981

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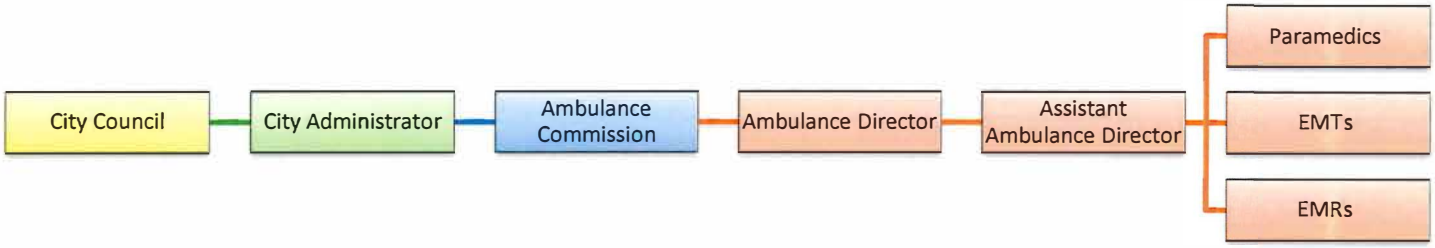
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WABASHA AMBULANCE

Service Information

Wabasha Ambulance is a Part-Time Advanced Life Support Service that provides services to the cities of Wabasha and Kellogg and the townships of Glasgow, Greenfield, Highland, Minneiska, Pepin, and Watopa. We cover approx. 135 square miles and serve approx. 8,000 residents. We operate 2 Advanced Life Support equipped ambulances. We provide all in-house training for both our crew and the Kellogg 1st Responders. We do a lot of community education as well. The Wabasha Ambulance Service is overseen by the Ambulance Commission.

Organizational Chart



Ambulance Commission

Cindy Sheeley	Ambulance Association Member
Tim Wallerich	Council Member
Monica Walters	Wabasha resident, Chair
Jane Glander	Wabasha resident
Dr. Dennis Spano	Medical Director; Liaison
Vacant Position	

Ambulance Commission

7C.05 Powers, Duties and Responsibilities

The Ambulance Commission is to advise the City Council regarding the operations of the City's ambulance service. The Ambulance Commission shall have the following responsibilities:

1. To receive updates from the Ambulance Director with respect to the construction, maintenance, repair and management of the City's ambulance facilities, vehicles and equipment purchases and make recommendations to the City Council;
2. To make recommendations to the City Council on the purchase of any budgeted items exceeding $5000, in accordance with the City of Wabasha Purchasing Policy or as amended;
3. To advise the City Council regarding the operation of the City's ambulance service and facilities;
4. To make recommendations to the City Council and Ambulance Director with respect to rates to be charged for ambulance services;
5. To make recommendations to the City Council regarding ambulance service specific policies and operating procedures; and
6. Assist or provide input at the City Council and/or Ambulance Director regarding opportunities for mutual aid agreements, regional cooperation, level of service, business and financial analysis of the service; and
7. Review ambulance service quarterly or annual reports on expenditures and revenues and provide recommendations.
8. Ambulance funds. All amounts charged by the City and collected for ambulance services are to be deposited in the ambulance department of the general fund. No indebtedness is to be incurred by the City with respect to the ambulance service except as is necessary and incidental to the carrying on of the ambulance service and has been authorized in advance by the City Council. No alterations, repairs or improvements shall be made to any ambulance service facilities, vehicles or equipment unless authorized by the City Council.

Wabasha Ambulance 2023 Highlights

- Busiest year ever with 702 calls for service.
- Tim Wallerich retired from the service after 22 years.
- Delivered 23 CPR Classes, with a total of 195 people receiving instruction.
- Crew member Sadie Keller was awarded the Star of Life.
- Service became licensed as a Part-Time Advanced Life Support Service.
- Held an EMT class with 9 Students.
- Participated in 28 public education events.
- 10 Crew Members recertified their EMT.
- Became a Wisconsin Licensed EMS Service.
- The Ambulance Roof was replaced by All Craft Exteriors at cost thanks to their donation of labor and a discount on supplies from Interstate Building Supply.

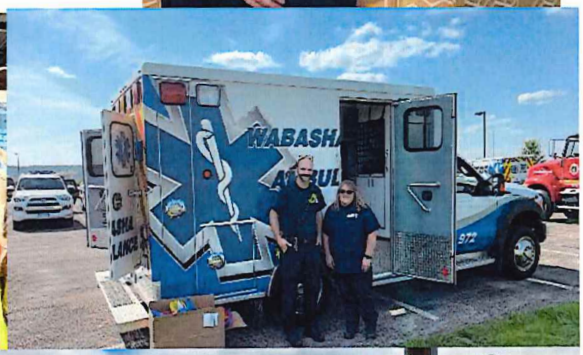




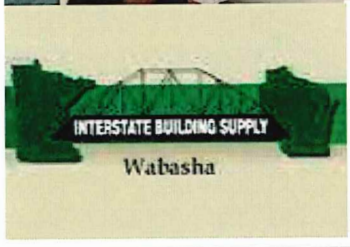












All Craft EXTERIORS
Roofing-Siding-Windows-Gutters-Garage Doors-Painting

Part-Time Advanced Life Support

What does Part-Time Advanced Life Support mean to the citizens and visitors that we serve? It is considered Part-Time because even though we have some full-time staff in order to be licensed as a Full-Time Advanced Life Support Service you have to guarantee that a Paramedic is on every single call. There are very few services in Minnesota that are licensed as a Full-Time Advance Life Support Service. Advanced Life Support means that when there is a Paramedic available the ambulance will bring increased capabilities to the patient that before this was only available once the patient reached the Emergency Room. Wabasha Ambulance carries 24 different Advanced Life Support medications that give us the ability to treat life threatening conditions sooner, which gives the patient a better chance of survival. This also allows the ambulance service to be able to take additional Interfacility Transfers out of Gundersen St. Elizabeth's that require a higher level of care. Providing this service helps patients get to definitive care sooner. On top of the medications there are also Advanced Life Support skills that Paramedics can perform. This includes the following below.

- Synchronized Cardioversion (For heart rhythms that are too fast)
- External Cardiac Pacing (For heart rhythms that are too slow)
- Intubation
- Needle Decompression for the Chest
- Surgical Airway



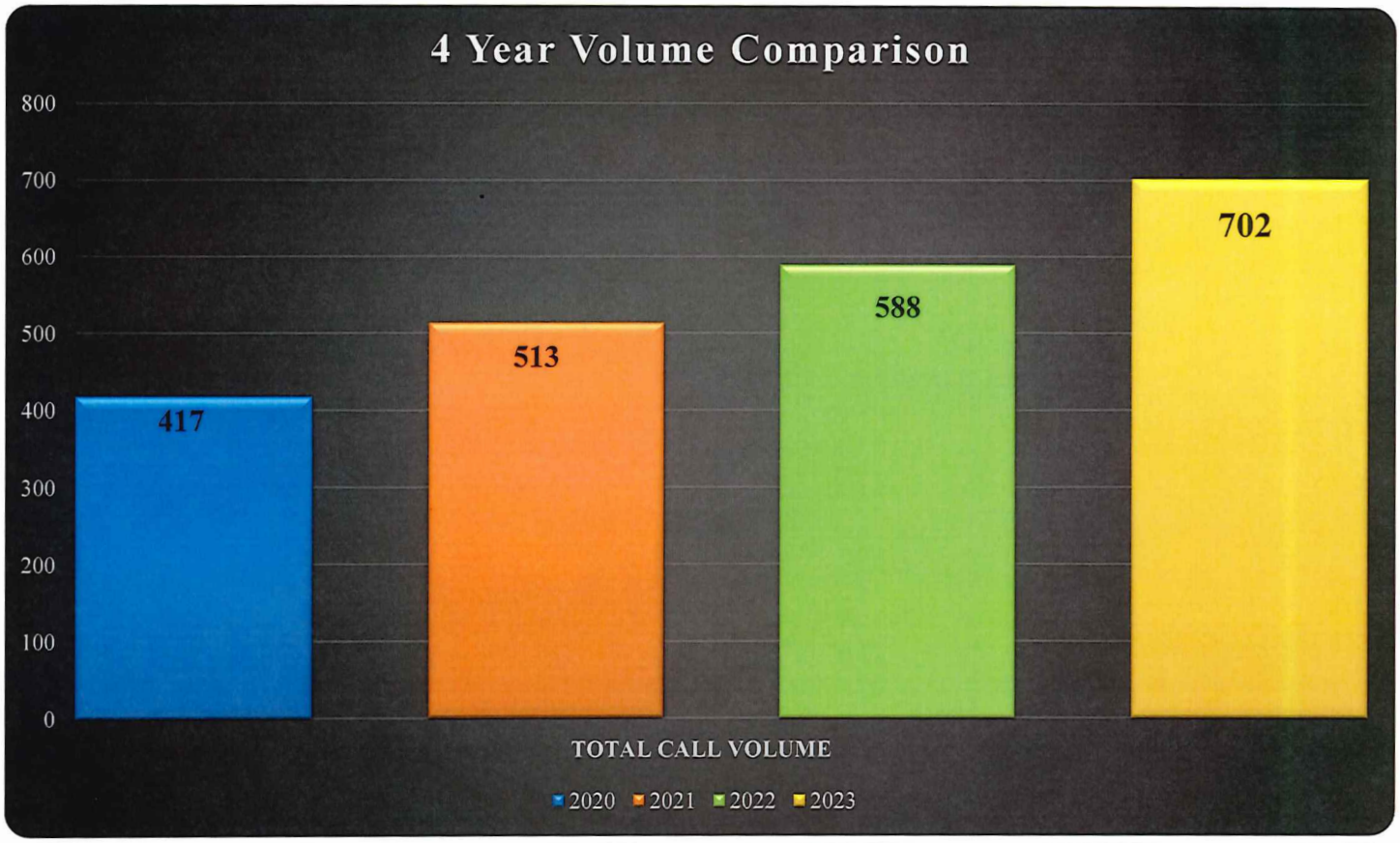
Call Data - 2023

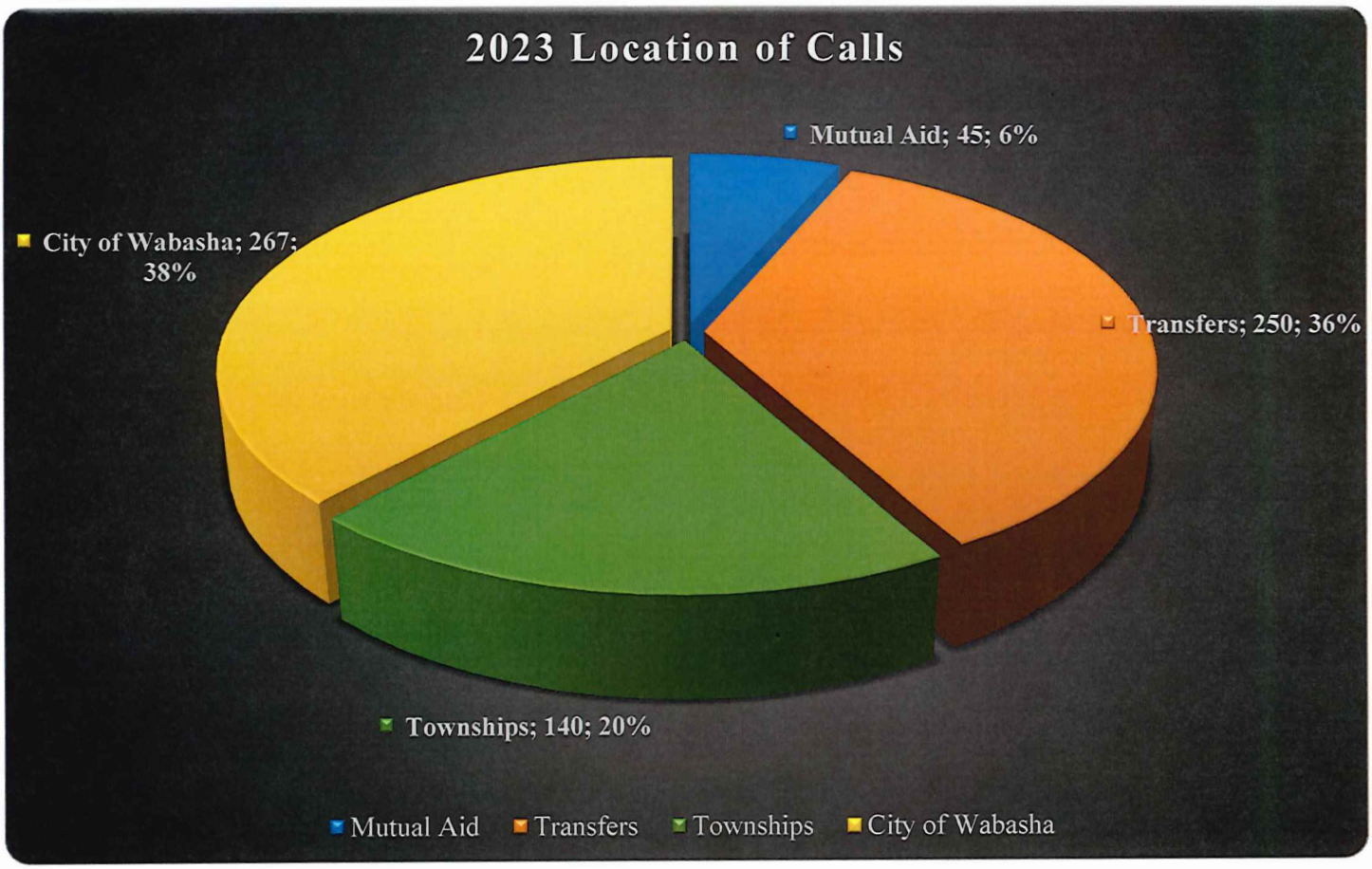
In 2023, Wabasha Ambulance Service saw a significant increase in call volume. Calls for service went up by 114 calls or 19.4% over 2022. Of the 702 calls for service, Wabasha Ambulance was requested for 249 total transfers. Part of this increase was due to the transition to Part-Time Advanced Life Support but due to the lack of staffing we were only able to accommodate 103 of the transfers or 41.4% of those requests. We look to improve the number of transfers we can accommodate in 2024 with the hiring of a full-time Paramedic.

Location	Number of calls
City of Wabasha	267
St. Elizabeth's	213
Greenfield Twp	64
Pepin, Wisconsin (MA)	21
City of Kellogg	21
Pepin Twp	19
MCHS-LC (MA)	18
Minneiska Twp	16
Winona Health (MA)	16
City of Lake City (MA)	14
Glasgow Twp	11
Watopa Twp	8
West Albany Twp (MA - LC)	6
Highland Twp (MA - Mayo)	2
Highland Twp	1
Glasgow Twp (MA - LC)	1
MCHS - Red Wing (MA)	1
Gundersen Urgent Care (MA)	1
MCHS-LaCrosse (MA)	1
City of Cannon Falls (MA)	1
Total Calls	702

After, obtaining our Part-Time Advanced Life Support status we were able to administer 25 pre-hospital ALS Medications.

We were able to accommodate 19 ALS transfers out of 80 ALS requests or 23.8%. Most had to be turned down due to no paramedic being available. We look to provide more Advanced Life Support coverage in 2024.

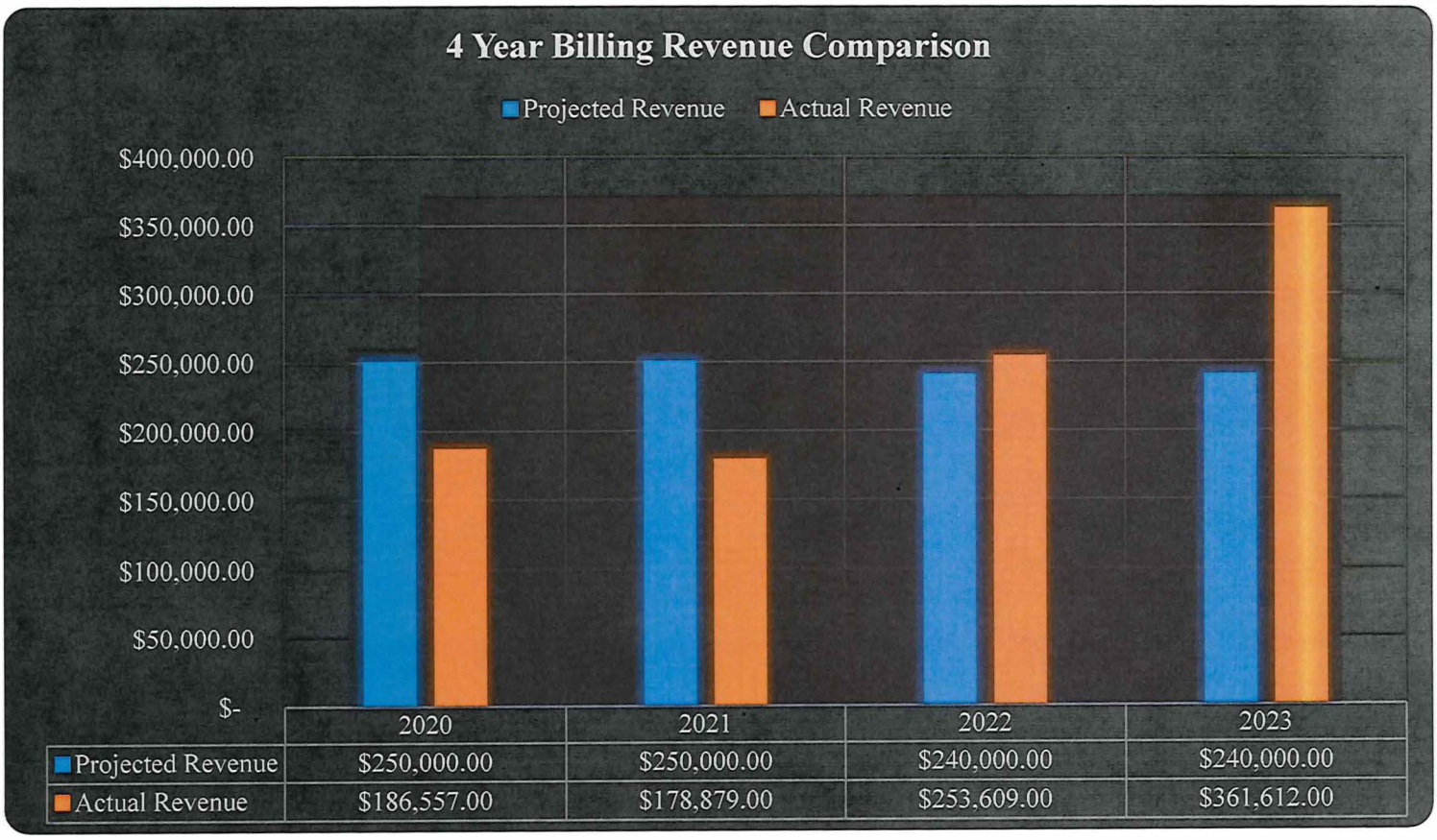

4 Year Volume Comparison
800
700
600
500
400
300
200
100
0
417
513
588
702
TOTAL CALL VOLUME
2020
2021
2022
2023


2023 Location of Calls
Mutual Aid; 45; 6%
City of Wabasha; 267; 38%
Transfers; 250; 36%
Townships; 140; 20%
Mutual Aid
Transfers
Townships
City of Wabasha

2023 Financial Data

We use ECP as our 3rd party billing company to handle all of our billing for our calls for service. Our average monthly collection was $30,134.33. However, in 2023 we saw 306 of our 702 calls or 43.6% that were not billable. This was due to turn down transfers, accidental medical alarm pushes, standbys, and lift assist. The goal going forward is to be able to accommodate more transfer requests. This will increase our billable calls and also increase revenue. Ambulance Training Center revenue rebounded significantly in 2023 bringing in $6,790. We were able to secure Township contributions from most of Townships we serve for the first time ever bringing in an additional $34,579.35 in revenue. We hope to have 100% participation from townships in 2024.

Miscellaneous Ambulance Revenue was $12,614.33. This was from State Supplemental Insurance payments, paid standby's, State Fuel Reimbursement, and other revenue that doesn't fall under the other categories. This was the first year we used a 3rd party collection agency for outstanding bills. Collection Revenue was $6,094.44. This brings total revenue for 2023 to $421,690.13. This was $181,190.13 over budgeted revenue. The final 2023 budget number was $520,299.58. This put us over budget by $58,396.58. The difference between the final budget number and the final revenue number was a shortfall of $98,609.45. What does that mean? It cost the City of Wabasha $98,609.45 to have an Advanced Life Support Ambulance Service in 2023.



	2020	2021	2022	2023
Projected Revenue	$250,000.00	$250,000.00	$240,000.00	$240,000.00
Actual Revenue	$186,557.00	$178,879.00	$253,609.00	$361,612.00

Grants

Wabasha Ambulance was awarded $8,500 in grants in 2023 towards the cost of the transition of the service to a Part-Time Advanced Life Support Service as well as some new training equipment. Wabasha Ambulance received $500 from Southeast EMS towards ALS equipment, $4,000 from People's Energy Coop towards ALS equipment and medications, and $4,000 from Compeer Financial towards training equipment.

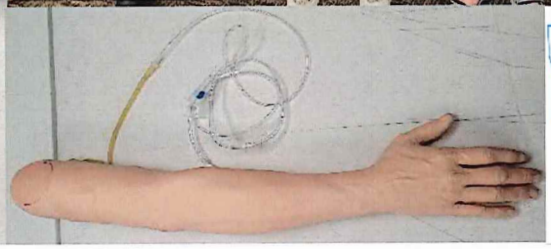














Business Analysis Initiatives

The City of Wabasha undertook a Business Analysis of the Ambulance Service in 2022. The final report was presented in 2023. Below are recommendations of the report and their current status.

Completed

1. Participate in Savvik buying group – **Completed prior to September 2022**
2. Establish a contract with a collection agency – **Completed 11/02/22**
3. Develop a mutually agreed upon policy which determines when delinquent accounts are transferred to collections. – **Completed 1/17/23**
4. Move EMR on call pay to the same as EMT's – **Completed 3/7/23**
5. Participate in the Supplemental Medical Assistance Payments program. – **Completed 3/9/23**
6. Set up Revenue Account for Township Revenue – **Completed 3/21/23**
7. Wabasha County participating in EMD – They have the ability to send any call to Mayo for pre-arrival, but it is generally just for cardiac calls. - **Completed prior to 3/28/23**
8. CMS (Centers for Medicare and Medicaid Services) cost collection data entry – **Completed 5/18/23**
9. Look into re-organizing the Ambulance Commission Make up. – **Completed for 6/6/23**
10. Upgrade to Part-Time Advanced Life Support – **Completed 7/20/23**
11. Obtain a Service License in Wisconsin – **Completed 10/4/23**
12. Hold EMR and/or EMT Class – **EMT Class Completed 12/11/23**

In Progress

1. Create a charity care policy.
2. Obtain financial support from Townships. – **Received financial commitments from Greenfield, Highland, Minneiska, Pepin, and Watopa. Kellogg is on the same budget cycle as Wabasha and approves their budget at the end of the year. Glasgow did not participate in 2023.**
3. Move from term volunteer to POC.
4. Recommend maintaining a Paid-on call staffing level of 24. – **Currently at 19**
5. Team Building activities.
6. Continue to prioritize EMT and EMR recruitment.

Not Started

1. Establish Revenue Recapture with the State of Minnesota
2. Monthly/Quarterly meeting with billing company in which the ambulance director, city administrator, and city financial director review the previous months revenue and collection activity.
3. Ambulance Director should be trained in billing and reimbursement principles.

Evaluated

1. Create a Capital Funding Account for the Ambulance – **Per Finance Director Our Capital Improvement Plan (CIP) is already very detailed and can easily be filtered by department. Auditors and staff find it more practical to have one CIP fund, rather than several.**

2. Move all Ambulance Revenue and Expenses into a separate accounting unit away from General Funds and other activities. - **At this time, revenue and expenses can be easily tracked and historically the City only does this for specific projects and for utilities. This can bee looked into if a need arises.**

City Council Regular **8. 1.**

Meeting Date: 02/06/2024

ITEM TITLE: 12-19-23 Special Council Minutes]

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

12-19-23 CC Special Meeting

D R A F T

Councilpersons:	Mayor: Emily Durand
First Ward: Friedmeyer, Jensen	City Attorney: Mike Flaherty
Second Ward: Wallerich, Wodele	City Administrator: Caroline Gregerson
Third Ward: Meurer, Sulla	Deputy Clerk: Jessica Leonhardt
	Date: December 19, 2023

PROCEEDINGS OF THE CITY COUNCIL

The regular meeting of the City Council of the City of Wabasha was held on Tuesday, December 19, 2023, and was called to order at 3:00pm by Mayor Durand.

Present:	Council Member John Friedmeyer; Council Member Dean Meurer; Council Member Brian Wodele; Mayor Emily Durand; Council Member Tim Wallerich; Council Member Gene Jensen
Absent:	Council Member Jeff Sulla
Also Present:	City Administrator Caroline Gregerson; Finance Director Tyler Grabau; City Clerk Wendy Busch; Deputy Clerk Jessica Bruce; Ambulance Director Ryan Marking

All present stood and recited the Pledge of Allegiance.

1. Consent Agenda

Moved by Council Member Tim Wallerich, seconded by Council Member Gene Jensen to approve the concent agenda.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Jeff Sulla (ABSENT)

1. Update to Personnel Policy
2. Resolution to Support Wabasha Kellogg Trail Grant
3. Dog Park Fencing Purchase

2. General Business

1. Truth-In-Taxation Hearing and Approval of 2024 Budget/Levy

Mayor Durand opened the public hearing at 6:02 after asking if anyone had any public comment in house or on zoom multiple times. The hearing was closed at 6:03. Gregerson presented the budget presentation,

Moved by Council Member John Friedmeyer, seconded by Council Member Tim Wallerich to approve Resolution 43-2023 Resolution Setting the Annual City Budget, Property Tax Levy for the Year 2024.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Jeff Sulla (ABSENT)

2. William H Bonney Subdivision Minor Plat

Wallerich gave a short explanation of the plans, describing the property as odd with the frontage to 61 and no acess. There are also no utility or structure concerns.

Moved by Council Member Tim Wallerich, seconded by Council Member John Friedmeyer to approve the William H Bonney Subdivision Minor Plat.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Jeff Sulla (ABSENT)

3. Approval for Requests for Proposals (RFP) for 2nd Street, Main Street

Muerer arrived in person to the meeting

Gregerson gave an update about all of the interest in the properties. Also about the tours they have been on to learn about the previous projects of the interested partys. There was discussion about relocating the food shelf, as well as city parking. The Port will be selecting the final Developer.

Moved by Council Member John Friedmeyer, seconded by Council Member Brian Wodele to publish the RFP.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Jeff Sulla (ABSENT)

4. Update on discussions with St. Elizabeth and Wabasha Ambulance Service

Marking discussed the start of a conversation with Gunderson about next year's paramedic position. Working together to explore the benefits of having the paramedic work at the er in their downtime. The ambulance commission supports the exploration of parameters and benefits to this opportunity. Marking will continue conversations to get to know how they could make this work. This was just an update to the council of what is being worked on.

3. Adjournment

Moved by Council Member Tim Wallerich, seconded by Council Member Gene Jensen to adjourn at 6:30 pm.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Jeff Sulla (ABSENT)

_____

Jessica Bruce, Deputy Clerk

City Council Regular **8. 2.**

Meeting Date: 02/06/2024

ITEM TITLE: 1-2-24 City Council Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

1-2-24 CC Minutes

D R A F T

Council Members:
First Ward: John Friedmeyer, Gene Jensen
Second Ward: Tim Wallerich, Brian Wodele
Third Ward: Dean Meurer, Jeff Sulla

Mayor: Emily Durand
City Attorney: Mike Flaherty
City Administrator: Caroline Gregerson
Deputy Clerk: Jessica Leonhardt
Date: January 2, 2024

PROCEEDINGS OF THE CITY COUNCIL

The regular meeting of the City Council of the City of Wabasha was held on Tuesday, January 2, 2024, and was called to order at 6:00 p.m. by Mayor Durand. Council Member Sulla attended the meeting remotely from Florida.

Present: Council Member John Friedmeyer; Council Member Dean Meurer; Council Member Brian Wodele; Council Member Jeff Sulla; Mayor Emily Durand; Council Member Tim Wallerich; Council Member Eugene Jensen

All present stood and recited the Pledge of Allegiance.

1. **Pledge of Allegiance**

2. **Guest Speaker**

Jenny Schlagenhaft discussed a new initiative called the Wabasha-Kellogg Age-Friendly Collaborative. She described the initiative as an important strategy of the Community Health Improvement Plan that was jointly created by the Wabasha County Public Health Department and Gundersen St. Elizabeth's Hospitals and Clinics along with many community partners. She stated that the Community Needs Assessment has identified senior health as a top priority. She stated that the Wabasha County Senior Action Team has been working to expand access to a variety of programs and resources to enhance the well-being and quality of life of the senior population. She referenced official membership in the AARP Network for Age-Friendly States and Communities. She reviewed how the collaborative has been structured. She stated that the focus of the collaborative will be to improve the quality of life relating to 8 domains of livability, including 1) outdoor spaces and buildings, 2) transportation, 3) housing, 4) social participation, 5) respect and social inclusion, 6) civic engagement and employment, 7) communication and information, and 8) community support and health services. She detailed a community education and awareness-building campaign that is being launched, including a priority assessment survey followed by listening sessions to learn more about the needs and concerns of the community. She stated that this information will be used to develop and implement a five-year action plan. She requested assistance with information sharing, promotion, and participation in the collaborative.

Council Member Meurer inquired regarding the survey process, and Ms. Schlagenhaft provided additional information in this regard.

3. **Public Comments**

Council Member Sulla commented regarding resources that are offered by The Villages retirement community in Florida.

4. **Changes or Additions to Agenda**

Council Member Meurer requested moving Item 8.6 from the Consent Agenda to General Business for discussion. Council Member Sulla requested moving Item 8.8 from the Consent Agenda to General Business.

City Administrator Gregerson confirmed that Item 8.9 has been removed from the Consent Agenda. She discussed the need for additional financial policies and noted that this item will be added to a future Council meeting agenda.

5. ## Mayor's Presentation - Mayor Emily Durand

This item was discussed following discussion of Item 10.1.

Mayor Durand expressed appreciation for the hard work of City staff over the last year. She discussed a recent developer tour. She summarized discussion with Food Share representatives.

6. ## Committee Reports and Wabasha Good News

Utilities Commission: Council Member Wodele commented that a brief meeting was held, primary to pay bills.

Port Authority: Council Member Friedmeyer discussed an upcoming meeting of the Minnesota Ports Association, during which the State bond funding application process will be reviewed. City Administrator Gregerson provided a project update.

Street Commission: Public Works Director Tony Johnson summarized topics of discussion during a recent meeting, including the Toolcat replacement; street, parking lot, and trail maintenance funding; and upcoming projects. Council Member Meurer inquired regarding a mill and overlay project, and Director Johnson provided additional information.

Mayor Durand referenced past concerns about intersection safety. Painting responsibilities and maintenance were discussed.

Park Board: Director Johnson summarized topics of discussion during a recent meeting, including a dog park update, member terms, athletic complex amenities, donations toward the flag pole, and the Kellogg trail project.

Planning Commission: Council Member Wallerich reported that the Planning Commission did not meet during December.

Ambulance Service: Ambulance Director Ryan Marking reviewed the hiring process for an open position. He reviewed call statistics and discussed transfers and revenue. He discussed a recent legislative change that affects ambulance driver credentialing.

1. **Administrator's Update**

Administrator Gregerson discussed the performance review process and reviewed staff feedback.

8. ## Consent Agenda

Mayor Durand reviewed the Consent Agenda.

Moved by Council Member Tim Wallerich, seconded by Council Member Brian Wodele to approve the Consent Agenda as presented, minus Items 8.6, 8.8, and 8.9. A roll call vote was conducted.

Vote: 7 - 0 Adopted - Unanimously

1. January Warrants
2. 12-5-23 Regular City Council Minutes
3. St Felix Permits & Applications
4. Bobcat Toolcat Yearly Trade-In Rotation
5. Fair Board Gambling Application
6. Fee Schedule
   This item was moved to General Business.
7. Appointments for 2024
8. Accept Quotes for Window and Door Replacement
   This item was moved to General Business.
9. Resolution in Support of Application to Transportation Alternatives for Wabasha-Kellogg Trail
   This item was removed from the Consent Agenda.
10. Resolution in Support of Active Transportation Grant

9. ## Public Hearing

There were no public hearings.

10. ## General Business

1. Elect 2024 Council President

   Mayor Durand reviewed the role of the Council President and opened the nominations for this position.

   Moved by Council Member Dean Meurer, seconded by Council Member John Friedmeyer to elect Council Member Wodele to serve as Council President for 2024. Council Member Wodele accepted the nomination. A roll call vote was conducted.

   Vote: 7 - 0 Adopted - Unanimously

2. Appoint Ad Hoc Personnel Committee Members
This item was discussed following discussion of Item 7.

Administrator Gregerson discussed the role of the ad hoc Personnel Committee. Council Members Jensen, Friedmeyer, and Wodele volunteered to serve on this committee. A roll call vote was conducted, and the Personnel Committee appointments were unanimously approved.

3. 2024 Fee Schedule
Council Member Meurer expressed concerns about providing flash drive services due to the risk of malicious software. Other ways to share data were suggested, such as Google drive or Google vault. Administrator Gregerson provided additional background information. It was suggested to remove this item from the fee schedule and further discuss information sharing options.

Moved by Council Member Dean Meurer, seconded by Council Member Tim Wallerich to approve the 2024 fee schedule, removing the flash drive option from the list. A roll call vote was conducted.

Vote: 7 - 0 Adopted - Unanimously

4. Accept Quotes for Window and Door Replacement
Council Member Sulla summarized the bids and provided rationale for awarding the contract to All Craft Exteriors. It was noted that the Ambulance Commission recommended the local bid by Roemer. It was suggested to ask the local bidder to provide additional information.

Moved by Council Member Jeff Sulla, seconded by Council Member Dean Meurer to award the contract to All Craft Exteriors. A roll call vote was conducted.

Vote: 2 - 5 Failed

NAY: Council Member John Friedmeyer
Council Member Brian Wodele
Council Member Eugene Jensen
Council Member Tim Wallerich
Mayor Emily Durand

Moved by Council Member Tim Wallerich, seconded by Council Member Dean Meurer to award the contract to Roemer. A roll call vote was conducted.

Vote: 6 - 1 Adopted

NAY: Council Member Jeff Sulla

11. **Donations**

1. 01-2024 January Donations
Mayor Durand reviewed the donations:

LIBRARY
$10 – In memory of Gary Kenitz by Judy Knose
$100 – In memory of Beth Hager by Kathy Geraghty
$40 - In memory of Beth Hager by Linda Brehmer
$100 – In memory of Judy Udstuen by Kathy Geraghty
$250 – Sure and John Mundy
$1,000 – Linday Tenney
$1,073.98 – Friends of the Library

DOG PARK
$100.00 – Bruce & Priscilla Wyman

WABASHA ATHLETIC COMPLEX
$500.00 - William & LaDonna Jewson
$1,000.00 - Bank of Alma

PUBLIC WORKS
Fencing – Neal Locy

Moved by Council Member Tim Wallerich, seconded by Council Member John Friedmeyer to adopt a resolution accepting the January donations. A roll call vote was conducted.

Vote: 7 - 0 Adopted - Unanimously

12. ## Information - Financials Emailed to Council

13. ## Announcements

Mayor Durand expressed appreciation for community member participation on boards and commissions and discussed the application process for vacancies.

14. ## Adjournment

Moved by Council Member Tim Wallerich, seconded by Council Member Brian Wodele to adjourn the meeting. The meeting adjourned at 6:46 p.m.

Vote: 7 - 0 Adopted - Unanimously

_____

Jessica Leonhardt, Deputy Clerk

City Council Regular **8. 3.**

Meeting Date: 02/06/2024

ITEM TITLE: Gambling Permit Applications

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Falcon youth Baseball is looking for a gambling permit for the annual fundraiser., finalizing dates

Saint Elizabeths is looking for their annual fundraising permits, also finalizing dates

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City Council Regular **8. 4.**

Meeting Date: 02/06/2024

ITEM TITLE: Approval of annual licenses

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

City Council Regular **8. 5.**

Meeting Date: 02/06/2024

ITEM TITLE: Approve Minnesota Small Cities Membership

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

$1,365.50 per year annually. Advocates for issues specific to Minnesota cities under 5000. For example, street funding specific to small cities.

City Council Regular **8. 6.**

Meeting Date: 02/06/2024

ITEM TITLE: Fee Schedule - USB Flash Drive Fee

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

At January's City Council meeting the fee for USB-Flash Drive copy of records for $10 per request was removed from the approved fee schedule for more information. The request for this fee to be added to the schedule came from the Police Department for another means to transfer requested data (video/audio) than just a CD. Staff spoke with Wabasha PD staffer Heidi Johnson, who indicated that some data is too large to send via email, some people do not have the ability to use a CD anymore, and it's an option which Wabasha County has for transferring of data. When asked about Google Drive, Heidi indicated that it's not something that everyone has access too and storage can also be a problem. It was also clarified that the City of Wabasha would provide the USB-Flash Drive, it wouldn't come from an outside source.

STAFF RECOMMENDATION:

Staff is recommending approval of the added fee of $10 for the USB-Flash Drive to be added to the regular fee schedule.

ACTION REQUIRED:

Approval of the added fee of $10 for the USB-Flash Drive to be added to the regular fee schedule.

City Council Regular **8. 7.**

Meeting Date: 02/06/2024

ITEM TITLE: Agreement with CMS / WSE Engineering for Building Official Services

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The City of Wabasha has utilized Construction Management Services (CMS) out of Rochester historically for many years. Recently CMS merged with WSE Engineering Services. City staff has had the opportunity to meet with Tom Wiener, CEO and President of WSE Engineering/CMS and review options for moving forward with Building Official services for the City of Wabasha. Attached is the condensed document that reviews the three options including pros/cons. After meeting with and reviewing the options with Mr. Wiener, staff feels that option 1 is best suited for the City of Wabasha as well as the implementation of the software to automate the permitting, tracking, payment and inspections. This will not only free up staff time but also the need for paper files and tracking manually.

STAFF RECOMMENDATION:

Staff has reviewed the proposal and agree with CMS's recommendation of Option 1 based on the Pro and Cons listed in the Executive Summary attached. We further recommend the software option due to its likely potential to save valuable staff time; and carries little risk when billed monthly. The City can terminate its use of the online system and its contract with WSE/CMS with 60-day notice should we decide to change our mind.

Attachments

Executive Summary

Fee Schedule for Permits and Inspections

Agreement

Executive Summary

CMS's research has revealed there are vast differences between Jurisdiction's Building Permit Fee Schedules, yet costs to administer the Building Code are largely similar. The costs are similar due to the large area that CMS covers and how CMS apportion costs (hours and milage) when an inspector's day is split among multiple Jurisdictions. The differences between Jurisdiction's fee schedule were not straight forward, with one not necessarily higher than another's for all permits; and Permit Fees varied greatly between types and value of the Permit.

The heart of our approach was to align actual costs with the actual revenue collected for each permit, and not under or over price any one permit. This includes not pricing in the risk of non-passing inspections, or any acceleration costs due to lack of planning by the permit holder, or their preference to accelerate their schedule such as taking advantage of weather windows. We believe the party responsible for generating those extra costs should also be responsible for paying for them instead of unfairly building those costs into other permit fees. Therefore, CMS is proposing that any acceleration costs, and any reinspection costs be directly paid to CMS by the permit holder at the time the cost is incurred.

As stated above the heart of our approach is to align costs with the actual revenue. However, not all costs are specifically associated with a permit. CMS consistently answers Code questions that are not related to any specific permit. CMS has correlated that cost to the number of permits issued and determined it is more cost effective to invoice a nominal monthly retainer fee rather than individually account for the many phone calls and meetings.

Due to the large number of permits that are processed daily at CMS, and on any given day the amount of time working on a permit can range from minutes to several hours, creating logistical challenges to efficiently and accurately apportion staff time to the correct permit. For this reason, CMS recommends Option 1 or 2 as the most long-term cost-effective method for administrating the Build Code. The costs are fixed and known for each permit, and CMS can allocate their time more globally than individually; said another way, it is more efficient to track what permits were worked on in 8 hours, vs apportioning 8 hours correctly to individual permits.

CMS recommends Option 1 for Jurisdictions that do not wish to subsidize their Building Code Administration costs. However, CMS's approach of aligning actual costs with permit revenues will cause some permit values to go up, and some to go down globally across all the Jurisdictions we serve; and some cases Fee schedules haven't been updated in decades and certain Permit fees will change substantially for certain projects (value). This was especially prominent in the lower valued projects.

CMS recommends Option 2 for Jurisdictions that desire to subsidize all, or portions of their Building Code Administration cost. Below is a summary, including pros and cons that CMS had identified for each of the Options proposed.

All options include:

- CMS invoices the Permit Holder directly for Other Fees (reinspection fee, or acceleration fee due to insufficient lead time, or other requested services)
- CMS invoices the Jurisdiction a monthly Code Consultant Retainer (based on number of permits).
- CMS invoices the Jurisdiction a monthly Software Subscription/Retainer (based on population). <Optional Subscription>
- Adding permit language to administratively close after 540 days.
- A faster turnaround commitment for permit review,
- A new plans valuation process that eliminates surprises and provides the applicant with the Permit Fee prior to technical review starting.

Option 1 - Percent of Fee Compensation

- The Jurisdiction adopts the attached Permit Fee Schedule.
- CMS and the Jurisdiction each receive a percentage of the Fees collected.

Pros

- Provides the Jurisdiction an updated Fee/Valuation Schedule
- Provides Fee consistency with other Jurisdictions that adopt this Fee/Valuation schedule.
- No Permits are subsidized.
- Fee/Valuation bands are more narrowly defined and allow for easier adjustment in the future.
- Places the burden on CMS to work with the Jurisdiction to update their Fee/Valuation schedule to stay consistent with nearby Jurisdictions.
- The cost to administer the Building Code is fixed, predictable and aligns actual costs with the actual revenue.
- Places the risk on CMS, but correctly incentives CMS to be more efficient.
- Administrative errors are reduced since invoicing does not require staff to break their time down to individuals permits.
- The Permit holder, instead of the Jurisdiction, covers the cost of extra work and/or the cost of insufficient lead time.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility of permit status for all stakeholders. Permit holders will be able to request an inspection online, expanding the hours available to them to request an inspection.
- CMS collects inspection fees prior to performing the inspection, making fiscal tie-out easier for the Jurisdiction.

Cons

- Potential for large percentage increases to Building Permit Fees for certain ranges. Some Jurisdictions have not updated their fee schedule for 10, 20 or even 30+years leaving the bottom range of permits significantly underfunded.

- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).
- CMS collects inspection fees prior to performing the inspection, exposing the Jurisdiction with some risk.

Option 2 - Lump Sum Compensation

- The Jurisdiction develops/keeps their own Fee Schedule.
- CMS invoices a lump sum fee per permit (Same amount as Option 1).

Pros.

- The Jurisdiction determines which permits to subsidize, and what degree.
- The cost to administer the Building Code is fixed, predictable and aligns actual costs with the actual revenue.
- Places the risk on CMS, but correctly incentives CMS to be more efficient.
- The Permit holder covers the cost of extra work and/or the cost of insufficient lead time.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility to permit status for all stakeholders. Permit holders will be able to request an inspection online and expand the hours available to them to request an inspection.
- CMS collects inspection fees prior to performing the inspection, making fiscal tie-out easier for the Jurisdiction.

Cons

- Permit Fees may not be consistent with other Jurisdictions.
- Places the burden on the Jurisdiction to maintain their Fee/Valuation schedule to manage that permit revenue will cover actual permit costs.
- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).
- CMS collects inspection fees prior to performing the inspection, exposing the Jurisdiction with some risk.

Option 3 - Hourly Rate Compensation

- Jurisdiction develops/keeps their own Fee Schedule
- CMS invoices by the actual hours and milage charged to the permit.

Pros.

- The Jurisdiction determines which permits to subsidize, and what degree.
- If the software subscription option is chosen, the Jurisdictions will see a substantial reduction in administrative time; as well as providing visibility to permit status for all stakeholders. Permit holders will be able to request an inspection online and expand the hours available to them to request an inspection.
- CMS collects inspection fees after performing the inspection.

Cons

- Permit Fees may not be consistent with other Jurisdictions.
- The cost to administer the Building Code is variable and is dependent on actual hours and mileage incurred on the permit.
- Cost apportioning, timecards, invoicing are subject to more errors when greater detail is needed to apportion hours and mileage at the permit level.
- Places the most risk on the Jurisdiction that permit revenue will cover actual permit costs.
- Many Permit holders are not used to paying fees for insufficient lead time or reinspection fees. (CMS will implement this in on June 1st, with warnings prior to this date).

BUILDING PERMIT FEES

Over The Counter and Other Flat Fees

Permit Item	Fee
Maintenance Permit – Repair/Replace 1 of the following: Roof, Window, Furnace, Air Conditioner, Water Heater, Boiler, Gas/Wood/Pellet/Corn Fireplace/Burner, Plumbing Fixture, etc.	$62.50
Maintenance Permit – Repair/Replace 2 or more of the following: Roof, Window, Water Heater, Air Conditioner, Furnace, Boiler, Gas/Wood/Pellet/Corn Fireplace/Burner, Plumbing Fixtures, etc.*	$125.00
Demolition	$175.00
Manufactured Home (On Piers, or Block Foundation)	$220.00
All Other	$100.00

*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee

Other Permit Related Fees	Fee
Inspection with less than 16 business hours notice.**	$ 20.00
Inspection with less than 12 business hours notice.**	$ 80.00
Inspection with less than 8 business hours notice (same day or Saturday)**	$200.00
Reinspection Fee - (If Special Trip is needed)	$ 80.00
Print/Copy plans submitted electronically 11x17 or smaller	$ 0.25/page
Print/Copy large plans (plot size) submitted electronically	$ 5.00/page

** Business Hours are 8a-4p, M-F. Inspection subject to availability.

BUILDING PERMIT FEES

Plan Reviewed Permits

The value of the project/improvement determines the Permit Fee and cannot be set until after the value has been determined. The Fees will be determined using the following Fee Calculations and process:

The $150 Plan Review Application Fee is required to start the 2-part permit review process. Part 1 of 2 is reviewing the application for completeness, determining value, and calculating the permit fees. Part 2 of 2 (the technical review) starts when permit fees are paid.

PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

Plan Review Fee

Plan Review Application Fee*	$150.00
Plan Review Fee	65% of Permit Fee.

*The Plan Review Application Fee will applied toward Plan Review Fee if a Permit is issued.

Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**				Escrow = % x Permit Fee
$1-999	$55.00				
$1000 - $4,999	$55.00	+	$16.50	/$1000 x for each $1000 >$1,000	50%
$5,000 - $19,999	$121.00	+	$6.00	/$1000 x for each $1000 >$5,000	50%
$20,000 - $99,999	$216.00	+	$5.00	/$1000 x for each $1000 >$20,000	50%
$100,000 - $249,999	$614.75	+	$3.75	/$1000 x for each $1000 >$100,000	25%
$250,000 - $499,999	$1,176.75	+	$3.65	/$1000 x for each $1000 >$250,000	25%
$500,000 - $749,999	$2,088.50	+	$3.50	/$1000 x for each $1000 >$500,000	25%
$750,000 - $999,999	$2,962.25	+	$3.25	/$1000 x for each $1000 >$750,000	25%
$1,000,000 - $1,999,999	$3,774.50	+	$3.20	/$1000 x for each $1000 >$1,000,000	25%
$2,000,000 - $4,999,999	$6,950.75	+	$2.25	/$1000 x for each $1000 >$2,000,000	25%
$5,000,000 - $9,999,999	$13,695.75	+	$2.20	/$1000 x for each $1000 >$5,000,000	25%
$10,000,000 and over	$24,695.75	+	$2.20	/$1000 x for each $1000 >$10,000,00(	25%

** An additional $35 Mechanical and/or Plumbing Fee will be added to applicable Permits

State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
$0 - $1,000,000	$5/$10000 x the valuation
$1,000,001 - $2,000,000	$500 + $4/$10000 x value between $1,000,000 & $2,000,000)
$2,000,001 - $3,000,000	$900 + $3/$10000 x value between $2,000,000 & $3,000,000)
$3,000,001 - $4,000,000	$1200 + $2/$10000 x value between $3,000,000 & $4,000,000)
$4,000,001 - $5,000,000	$1400 + $1/$10000 x value between $4,000,000 & $5,000,000)
Greater than $5,000,000	$1500 + $0.50/10000 x value that exceeds $5,000,000)

*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Building Inspections Services Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between Construction Management Services of Rochester, a Division of WSE Engineering Services, Ltd, hereinafter referred to as ("CMS"), and the Jurisdiction of City of Wabasha, hereinafter referred to as ("the Jurisdiction"), and collectively the Parties.

WHEREAS, the Jurisdiction is desirous of contracting with CMS for the performance of the hereinafter described Building Official functions within its boundaries; and

WHEREAS, CMS is agreeable and desirous of rendering such building inspection services on the terms and the conditions hereinafter set forth.

WHEREAS, CMS and the Jurisdiction mutually agree that the Minnesota Building Code and all corresponding laws, rules and regulations govern this Agreement.

ARTICLE I

Inspection Services

CMS agrees to provide building inspection services within the boundaries of the Jurisdiction to the extent and in the manner hereinafter set forth.

1. Except as otherwise specifically set forth herein, such building inspection services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a Building Official under law. Services shall not include those services that are normally provided by the State of Minnesota such as issuance of electrical permits and electrical inspections or any miscellaneous Jurisdiction Ordinances.
2. The Jurisdiction shall, adopt, or not rescind, the latest Minnesota Building Code.
3. CMS will add language similar to the following in their building permit application. The Jurisdiction shall ensure there is no conflict in their code or ordinance with the following.
    a. *The term "completed" shall include all work proposed in the approved permit. All building permits issued shall complete construction of the project within one hundred and eighty (180) days after the permit is issued, without additional approval. If at the time of application, the project is anticipated to not be completed within one hundred and eighty (180) days, the applicant shall provide the project's anticipated timeline. CMS may adjust for reasonableness and approve project timelines as part of the permit review process up to five hundred and forty (540) days. Projects anticipated to exceed five hundred and forty (540) days shall seek approval from the Jurisdiction's applicable governing body.*
    b. *A permit holder may request extensions in increments of one hundred and eighty (180) days. CMS may approve up to two extensions if CMS judges steady and continuous progress is being made. Permit holders requesting more than two extensions shall make an application for a new permit. The new permit application shall state the reason and demonstrate that circumstances were beyond the control of the permit holder.*

4. Under this agreement, the Jurisdiction will receive all applications for the applicable building Permit within the Jurisdiction as required by existing laws, codes and ordinances, and shall forward, or cause to be forwarded, to CMS, who shall examine all such applications which are under Jurisdiction to determine compliance with existing Building Codes.
    a. CMS offers a web-based software to manage Permit Applications. Fees for this service are listed in Appendix A; and the Jurisdiction may opt out of this service with 60-day notice.
5. CMS shall perform their services in accordance with the generally accepted building inspector practices and principles. The standard of performance, the method of providing building inspection services and other matters incident to the performance of the services under this Agreement shall be determined by CMS.
6. Issuance of Permits is broken into two Permit Types:
    a. Over-The-Counter Permits (Flat Fee Permits). Over-The-Counter Permits are of the nature that do not require a plan review and only require inspection(s). Over-The-Counter permits are valid the moment the fee is paid.
    b. Plan Reviewed Permits (Valued Permits). Plan Reviewed Permits are of the nature that require plans and various support documents.
7. CMS shall provide job-site inspections of projects under permits as required by existing laws, codes and ordinances, as well as ensure all such special inspections are performed as deemed necessary in order to ensure compliance with existing laws, and upon completion of each project,
8. CMS may contract with other entities for services as building official, provided such other services do not impair or delay the performance of CMS services provided under this Agreement.
9. CMS will provide plan checking services as necessary in all instances where such plan checking is mandatory by existing Federal or State laws, codes or ordinances.
    a. CMS will provide a cursory review of all “Plan Reviewed Permit” applications to check for compliance to Jurisdiction codes or ordinances; however, a comprehensive review of Jurisdiction codes or ordinances is beyond the scope of this Agreement. CMS will provide written comments for any found deviations to the Jurisdiction Administrator and work closely with applicable planning and zoning staff prior to issuing a permit. No Permit will be issued that knowingly requires a variance to existing Jurisdiction code or ordinance.
10. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a “Limited Notice to Proceed” for certain elements of work depending on project circumstances and completeness of application. Depending on the circumstances and completeness of the application CMS may require the applicant to sign a notarized affidavit that includes acknowledging risk and responsibility for remedy due to work proceeding prior issuance of Permit.

11. The Jurisdiction acknowledges that under certain conditions CMS may, or may not, grant a "Temporary Certificate of Occupancy" if there is unfinished work, but CMS determines the dwelling has met minimum livable conditions.
12. CMS shall carry out these responsibilities and duties in a timely, appropriate, and respectful manner.
    a. Issuance of "Plan Reviewed Permit" will be broken into 2 phases.
        i. Valuation Phase. The Valuation Phase will be completed within 5 business days. The Valuation Phase starts after Plan Review Application Fee is paid (See Attachment A); in this review CMS will calculate the Value and Permit Fee, as well as provide comments on any major missing items to complete the application.
        ii. Technical Review Phase. The Technical Review Phase will be completed within 10 business days; CMS will either approve the permit or provide comments. The Technical Review phase starts when the applicant pays the Permit Fees (Plan Review Application Fees are credited to the Permit Fee).
            1. Subsequent Reviews will be completed within 16 business hours. Subsequent reviews start when applicant submits a response and any needed documentation to address all CMS comments.
    b. For Inspections on Plan Reviewed Permits (Valued Permits) - CMS will provide an inspection within 16 Business Hours of a request for inspection. Inspection Business Hours are M-F 8:30a-4:30pm, excluding major holidays. Applicant subject to additional fee if services required prior to proper notice (See Attachment A)
    c. For Over-The-Counter Permit inspections, that require the permit holder to provide access to the site, CMS will designate a specific day of the week for your Jurisdiction; Applicant subject to additional fee if services required outside of designated day (See Attachment A). For Over-The-Counter Permit inspections that may not require access to the site, CMS will perform inspections prior to the expiration of the permit (e.g roofing permit).
13. For avoidance of doubt, a delay may occur if:
    a. The Jurisdiction request CMS perform additional services (Special Project) beyond Plan Review and Inspection Services.
    b. The State imposes new processes or procedures.
    c. An occurrence of a nearby natural disaster requiring CMS to prioritize life and safety matters at the location of the disaster.

ARTICLE II

Fees and Charges

The parties hereto further agree that the schedule of fees and charges contained herein shall apply to all permits and services performed under the provisions of this Agreement.

1. The Jurisdiction shall maintain records of all fees and charges collected by the Jurisdiction according to the Schedule of Fees and Charges agreed to by both parties.
2. Fees and charges shall be due and payable upon initial application for permit and shall be collected by the Jurisdiction from the applicant.
3. When CMS requires a plan, or other data, a Plan Review Application Fee, in accordance with Appendix A (Fee Schedule) shall be paid before the review can start. CMS will review the application for completeness and assign a Valuation. The Valuation of the project shall be determined as provided in Section 1300.0160 Subp. 3 of the Minnesota State Building Code.
4. Permit Fees shall be based on the Valuation and calculated in accordance with Appendix A (Fee Schedule). The Total Permit Fee shall then be paid prior to CMS commencing the remainder of the review.
5. In circumstances where the application for permit is reviewed and the applicant withdraws the application, or the permit is denied, CMS will retain the plan review fee; but the remainder of fees may be refunded to the applicant pursuant to the refund policy adopted by the Jurisdiction in accordance with Section 1300.0160 Subp. 9 of the Minnesota State Building Code
6. If work for which a permit is required by the code has been commenced without first obtaining a permit an investigation fee will be added to the Permit Fee in accordance with Section 1300.0160 Subp. 8 of the Minnesota State Building Code. The investigation fee will be billed hourly in accordance with Appendix A (Fee Schedule).
7. The fees and charges listed herein are exclusive of fees and charges required by the State of Minnesota pertaining to electrical permits and inspections.

ARTICLE III

Compensation

1. The Jurisdiction agrees that payment for the Building Inspection Services shall be in accordance with Appendix A (Fee Schedule) and invoiced monthly for the following:
    a. Special Projects –
        i. as needed on an hourly rate basis.
    b. Code Consultant Monthly Retainer Fee –
        i. based on the number of permits issued in the previous quarter.
    c. IWorQ's Community Development & Public Works Software Fee –
        i. based on the population of the Jurisdiction.
    d. Plan Reviews Fees –
        i. one hundred percent (100%) of all plan review fees.
    e. Inspection Fees –
        i. Eighty percent (80%) of the Permit Fee for all "Over-The-Counter (Flat Fee) Permits", and all "Plan Reviewed Permits (Valued Permits)" over $1000 in value.
        ii. One hundred percent (100%) of all "Plan Reviewed Permits (Valued Permits)" under $1000 in value.
2. The Jurisdiction shall account for and forward to the State of Minnesota all building permit surcharge monies required by law.
3. CMS understands that they are working in the capacity of an independent contractor and must promote and conduct their building inspections in that capacity.
4. Minnesota Statute 466.02 shall govern liability of the Jurisdiction and CMS for any tort claims enumerated therein. Nothing in this section waives the defense of judicial, quasi-judicial, or legislative immunity except to the extent provided by law.

ARTICLE IV

Miscellaneous

1. The Jurisdiction, its officers, agents and employees, will cooperate with and assist CMS in the orderly performance of services listed herein.
2. Each Party hereunder, agrees to mutually indemnify and hold harmless the other Party and shall not be liable to the other, for any intentional or negligent acts of the other and shall not be responsible for damages resulting from the negligent acts of the other, including each Party's agents, officers or employees.
3. Unless terminated as provided for herein, this Agreement shall be effective upon the date specified in this Agreement and shall automatically renew annually on January 1.
4. This Agreement shall be self-renewing for additional one (1) year periods. At the option of the Jurisdiction, this Agreement may be terminated with sixty (60) days written notice to

CMS. Should CMS desire to terminate this Agreement, they shall so notify the Jurisdiction with a sixty (60) day written notice.

5. On or before November 1 of each year, CMS shall review and adjust as necessary the Schedule of Fees and Charges included in Appendix A of this Agreement to insure that such charges and fees are commensurate with the actual costs of providing the service. Any changes to the Schedule of Fees and Charges in Appendix A shall be agreed to by both CMS and the Jurisdiction. No amendment to the Agreement is required to update Appendix A. The Parties shall each execute updated Appendix A, which shall become effective on first day of January of the next year.
6. It is understood that this Agreement contains the entire Agreement between CMS and the Jurisdiction and that no statement, promises, or inducement made by any party hereto, or officer, agent or employee of the Jurisdiction which is not contained in the Written Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereto.
7. It is expressly understood between the Parties hereto, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain and insure the purpose of this Agreement. Any such Amendment shall be written, signed by both Parties, and attached to the Agreement. As provided above, any such revision, addition or deletion will only apply to the provision revised, added, or deleted and the remainder of this Agreement shall remain in full force and effect.

In witness hereof, the Parties legal signatory authority hereby executes this Agreement.

JURISDICTION OF _____
A MN Municipal Corporation

_____ *(Signature)*

_____ *(Printed or Typed Name)*

Its _____ *(Title)*

Construction Management Services of Rochester,
a Division of WSE Engineering Services, Ltd.

_____ *(Signature)*

Tom Wiener

It's CEO/President

APPENDIX A
BUILDING PERMIT FEE SCHEDULE

OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	Flat Fee
Manufactured Home	$220.00
Demolition	$175.00
All Maintenance Items (Windows/Doors, Roofs etc)*	$125.00
All others	$100.00
Reinspection Fee - (If Special Trip is needed)	$80.00

*Includes all Maintenance Items (Re-Roof/side, Repair or Replace fixture/appliance). Fee is 1/2 ($62.50) if 1 item is Maintained per permit.
*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

Plan Review Fee Calculation

Plan Review Application Fee*	$150.00
Plan Review Fee	65% of Permit Fee.

*The Plan Review Application Fee will applied toward Plan Review Fee if a Permit is issued.

Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**			Escrow = % x Permit Fee
$1-999	$55.00			
$1000 - $4,999	$55.00 +	$20.00	/$1000 x for each $1000 >$1,000	50%
$5,000 - $19,999	$121.00 +	$6.00	/$1000 x for each $1000 >$5,000	50%
$20,000 - $99,999	$216.00 +	$5.00	/$1000 x for each $1000 >$20,000	50%
$100,000 - $249,999	$614.75 +	$3.75	/$1000 x for each $1000 >$100,000	25%
$250,000 - $499,999	$1,176.75 +	$3.65	/$1000 x for each $1000 >$250,000	25%
$500,000 - $749,999	$2,088.50 +	$3.50	/$1000 x for each $1000 >$500,000	25%
$750,000 - $999,999	$2,962.25 +	$3.25	/$1000 x for each $1000 >$750,000	25%
$1,000,000 - $1,999,999	$3,774.50 +	$3.20	/$1000 x for each $1000 >$1,000,000	25%
$2,000,000 - $4,999,999	$6,950.75 +	$2.25	/$1000 x for each $1000 >$2,000,000	25%
$5,000,000 - $9,999,999	$13,695.75 +	$2.20	/$1000 x for each $1000 >$5,000,000	25%
$10,000,000 and over	$24,695.75 +	$2.20	/$1000 x for each $1000 >$10,000,000	25%

** An additional $35 Mechanical and/or Plumbing Fee will be added to applicable Permits

State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
$0 - $1,000,000	$5/$10000 x the valuation
$1,000,001 - $2,000,000	$500 + $4/$10000 x value between $1,000,000 & $2,000,000)
$2,000,001 - $3,000,000	$900 + $3/$10000 x value between $2,000,000 & $3,000,000)
$3,000,001 - $4,000,000	$1200 + $2/$10000 x value between $3,000,000 & $4,000,000)
$4,000,001 - $5,000,000	$1400 + $1/$10000 x value between $4,000,000 & $5,000,000)
Greater than $5,000,000	$1500 + $0.50/10000 x value that exceeds $5,000,000)

*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Other Fees	
Permit Holder to pay CMS directly for:	
$20.00	Less than 16 business hours notice
$80.00	Less than 12 business hours notice
$200.00	(Same day) Less than 8 business hours or Saturday
$80 ~~$100.00~~	Reinspect Fee (If special trip)
$0.25/page	Print/Copy plans submitted electronically 11x17 or smaller
$5/page	Print/Copy large plans (plot size) submitted electronically

Special Projects and Retainer Fees	
	Hourly Rates for Special Projects
$65.78/hr	Certified Building Official
$65.78/hr	Building Official Consultant
$65.10/hr	Field Inspector
$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses

Retainer Fees	
# of permits previous quarter	Code Consultant Retainer Fee
0-10	$25/mo
11-25	$50/mo
26-50	$75/mo
51-75	$100/mo
100+	$100/mo+$25 for each 25 increment

Population	IWorQ's Community Development & Public Works Software Fee
1-1000	$100/mo
1001-2000	$150/mo
2001-3000	$185/mo
3001-4000	$200/mo
4000+	$250/mo

Meeting Date: 02/06/2024
ITEM TITLE: 2024 Brush Dump contract approval
DEPARTMENT: Public Works

PURPOSE:
Update our brush dump contract for 2024.

ITEM SUMMARY:
No increase in the contract price for 2024. All we need to do is change the date and send to Don Brown with Wabasha Sand & Gravel. This system is working great having the brush dump in it's current location.

STAFF RECOMMENDATION:
Approve changing the contract date from 2023 to 2024, leaving all elements the same including the price of $6,600.

Attachments

2024 contract

THIS LEASE made this **1st day of March 2024**

BETWEEN:

Wabasha Sand, Gravel & Ready-Mixed Company
905 Church Ave
Wabasha, MN 55981
651-565-3610

(The "Lessor")

And

City of Wabasha
900 Hiawatha Dr E
Wabasha, MN 55981
651-565-4568

(The "Lessee")

Witnesseth that, in consideration of the rents, mutual covenants and agreements between the parties, the parties agree as follows:

1. The Lessor does lease to the Lessee the parcel of land of approximately **100 feet x 200 feet (Parcel ID R27.00118.06) known as the "Pfeilsticker Property"** in **Wabasha,** MN **55981,** as described in Schedule "A" attached, (the "leased premises").

2. To have and to hold the leased premises for a term of a minimum of **twelve (12)** months (the **"Initial Term")** commencing on the 1st day of **March 2024,** and to be fully complete and ended on the **28**th day of **February 2025.** Lessee has the option to extend **the Lease** on a month-to-month basis after the Initial Term at the same prorated rate **for an additional twelve (12) months during which an extension beyond the additional twelve (12) months may be negotiated. Otherwise, the Lease shall expire no later than the 28th day of February 2026.**

3. The Lessee shall pay to the Lessor an annual amount of $6,800.00 rent per year. The rent shall be payable on the first day of the following month upon the execution of this lease agreement by both parties.

4. Rent required to be paid by the Lessee to the Lessor shall be payable and recoverable as rent, and the Lessor shall have all rights against the Lessee for default in any payment of such amounts as in the case of arrears in rent.

5. Should the Lessee over hold the leased premises beyond the **Initial Term** of this **Lease,** without giving notice of intent to extend the lease on a month-to-month basis as outlined in

Section 2 above, the tenancy shall be at will, subject to the right of either party to terminate the **Lease** by giving the other party sixty (60) days notice in writing of intention to terminate.

6. The Lessee shall pay interest on rents or any other amounts outstanding under the terms of this Lease at the prime rate published in the Wall Street Journal per annum compounded monthly both before and after the expiration or the termination of this **Lease.**

7. The Lessee has inspected the leased premises which are being leased to the Lessee "as is". The Lessee has not relied on any representations by the Lessor concerning any condition of the leased premises, environmental or otherwise.

8. The leased premises shall be used and occupied by the Lessee solely for the purpose of:

STORAGE AND BURNING BRUSH

9. The Lessee shall not use or permit the leased premises to be used for storage of refuse, salvage, garbage, waste or other items other than brush, yard waste, or equipment used in the operation of the City brush pile. The Lessee shall keep the leased premises in a clean and tidy condition satisfactory to the Lessor.

10. The Lessor will promptly pay all taxes including real property taxes, assessments and all other levies that may, during the existence of this Lease, become payable against the leased premises, and will save harmless the Lessee in respect thereof.

11. The Lessee shall, during the term, keep the leased premises and the improvements erected thereon in good and substantial repair. The Lessee shall not construct, erect or place, on the leased premises any improvements without the written consent of the Lessor with the exception of ground stabilization/gravel improvements, addition of additional gates in the existing fence, widening, adding radius, and/or improvement of the entrances from the road to accommodate large vehicles and cargo. Lessee shall maintain the site, provide snow removal on the driveway, install 2 driveway gates and provide signage.

12. The Lessee shall permit access through the yard as needed by the Lessor to the back of the property line adjacent to the pond. For safety, Lessor must use care, maintain a safe speed, and yield to heavy equipment and trucks at all times while on the property.

13. Environmental Obligations

a. The Lessee shall immediately carry out all measures necessary to keep the leased premises free and clear of all environmental contaminants or residue (hereinafter referred to as "environmental contamination") resulting from or occurring during the Lessee's occupation or use of the leased premises. The Lessee shall be solely responsible for the cost of all work carried out to correct any environmental contamination which occurs on the leased premises, or which occurs on other lands as a result of the Lessee's occupation or use of the leased premises.

b. The Lessee shall comply with the provisions of any federal, state or municipal laws applicable to the leased premises with respect to maintaining a clean environment.

c. The responsibility of the Lessee to the Lessor with respect to the environmental obligations contained herein and the right of the Lessor to enforce same shall survive the expiration or termination of this Lease.

d. Should the Lessor suspect that a potential source of environmental contamination may exist on the leased premises, the Lessor shall have the right to enter and inspect the leased premises, in order to conduct, or require the Lessee to conduct, at the Lessee's expense, such tests that may be required to verify the condition of the leased premises.

14. Assignment

a. The Lessee shall not assign, transfer or sublet any part of the leased premises, without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

b. No assignment or sublease of this Lease shall be effective until the Lessee or the Lessee's Assignee has first paid the Lessor its reasonable costs in connection with such assignment or sublease.

15. Both Parties will indemnify and save harmless the other Party against all third-party claims which may be made against the Party resulting from the manner in which the leased premises are used by the other Party or any other acts or omissions of the Responsible Party.

16. Following the Initial Term of the lease, the Lessee may cancel this Lease by giving at least sixty (60) days written notice to the Lessor, at the end of which this Lease and all privileges herein granted shall terminate subject to those covenants, agreed to herein, that are expressly intended to exist past the termination of said lease. Following the Initial Term, Lessor may cancel this Lease by giving at least sixty (60) days written notice to the Lessee, at the end of which this Lease and all privileges herein granted shall terminate subject to those covenants, agreed to herein, that are expressly intended to exist past the termination of said lease.

17. Insurance

a. Lessee agrees to provide to Lessor a certificate of insurance with the following insurance requirements:

i.	**General Liability**	**$1,000,000 Limit of Liability**
ii.	**Auto Liability**	**$1,000,000 Limit of Liability**
iii.	**Workers Compensation**	**Minnesota Statutory Limits**
iv.	**Notice of cancellation shall be minimum thirty (30) days**	

Please add Wabasha Sand, Gravel & Ready-Mixed Company as additional insured on a primary/non-contributory basis under the GL and Auto. Also, please provide a waiver of subrogation under the GL, Auto, and Work Comp.

18. Unless otherwise agreed between the Lessor and the Lessee upon termination, the Lessee shall, prior to the expiration or sooner termination of the term, demolish and remove from the leased premises all buildings, (including foundations), improvements and fixtures, as well as any chattels located thereon, and fill and compact all excavations thereon with gravel or clean fill, and peaceably surrender and yield up to the Lessor the leased premises in a tidy, clean and level condition free and clear of all waste materials, erections and things thereon not belonging to the Lessor, all to the reasonable satisfaction of the Lessor. If the Lessee does not comply, the Lessor, at its option and in its sole discretion, may enforce or carry out such removal and the Lessee shall pay to the Lessor all costs and expenses incurred in so doing. Lessor shall, within 48 hours of Lessee vacating the premises, notify Lessee of any such exceptions and will give Lessee thirty (30) days to complete any repairs or waste removal.

a. Lessor and Lessee will have joint inspection of the area before the start of the Lease. Lessee will be responsible for all damages, post lease, that occur to the area, unless by act of God. Lessee will be given thirty (30) days to complete all repairs to the Lessor's approval.

b. The Lessor may, in writing, waive this requirement wherein such buildings, improvements, fixtures and chattels shall become the sole property of the Lessor without any right to the Lessee for compensation.

c. Until such time as the leased premises are cleared or surrendered to the satisfaction of the Lessor, the Lessor is entitled to claim as liquidated damages (and not as a penalty) an amount equivalent to the rents, taxes and any other monies payable hereunder.

19. If any of the goods, or chattels or improvements of the Lessee on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of the Lessee, or if the Lessee makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of an Act now or hereafter in force for bankrupt or insolvent debtors, the balance of the rent due over the remaining term of the Lease ("the accelerated rent") shall immediately become due and payable and the Lessor may re-enter and take possession of the leased premises.

20. The Lessor may at all reasonable times enter upon the leased premises, to view the state of repair, conditions and use of the leased premises, or to perform any work or repair thereon with 24 hour notice. The Lessor shall be entitled to affix and retain on any part of the exterior of the leased premises a notice that the premises are for rent or sale.

21. The Lessee will not cause any caveat(s) to be registered against the Lessor's Title in respect of the Lease. In the event a caveat is registered, the Lessee will, upon the request of the Lessor, release or cause to be released such registration at its own expense.

22. Time shall be of the essence of this Lease.

23. This Lease shall be construed pursuant to the laws of the city in which the leased premises are situated, as well as any federal legislation that may be applicable.

24. This Lease extends to and binds the respective heirs, executors, administrators, successors and assigns of the parties hereto as the case may be.

25. The waiver by the Lessor of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained.

26. The leased premises are taken by the Lessee without any representation of any kind other than those contained in this Lease on the part of the Lessor or its agent. This Lease and the schedules thereto contain all of the terms, covenants, conditions and agreements between the parties and any alteration of this Lease or Schedules thereto to be binding must be made in writing and signed by both parties.

27. Notices

a. Any notice to be given under this Lease shall be in writing and shall be validly given if delivered, transmitted by facsimile, emailed, or mailed by prepaid registered mail to the parties as follows:

The Lessor:

Wabasha Sand, Gravel & Ready-Mixed Company
Attention: Stephanie Vargas
905 Church Ave
Wabasha, MN 55981
Winona Office 507-454-5093
Email: svargas@kohnermaterials.com

The Lessee:

City of Wabasha
Attention: Tony Johnson
900 Hiawatha Dr. E
Wabasha, MN 55981
651-565-4568
Email: pwdirector@wabasha.net

b. Or to such other person or address as either party may designate by notice given in accordance with this Lease. Notice shall be deemed to have been initially given on the third (3rd) day following the mailing thereof, or in the case of delivery on the date of delivery or in the case of facsimile transmission or email on the first (1st) business day following the date it was sent.

c. Any communication relating to or any matter of an emergency or operating nature, may be given by any reasonable means. If given verbally or by telephone, such communication shall be confirmed in writing or by electronic communication which can produce a written copy.

SCHEDULES

The provisions of the following Schedules attached hereto shall form part of this Lease as if the same were embodied herein:

Schedule A - Description of Leased Premises (or Lease Sketch/Descriptive Plan)
Schedule B - Licenses

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

Wabasha Sand, Gravel & Ready-Mixed Company

_____ _____

Witness: **Stephanie Vargas, Shareholder** **Date**

SIGNED, SEALED AND
DELIVERED in the
presence of:

City of Wabasha

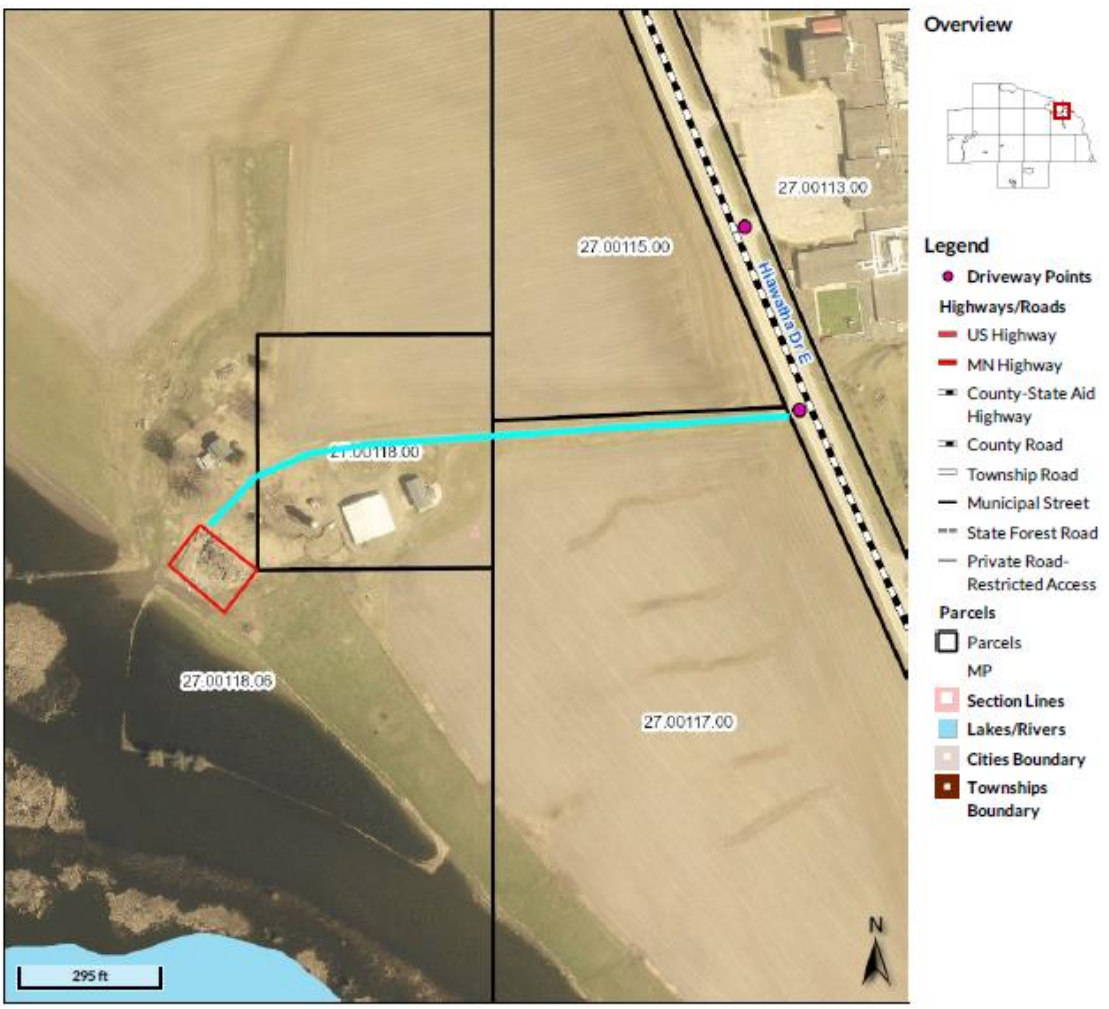
_____ _____

Witness: **Name:** **Title:** **Date**

SCHEDULE "A"

Description of Leased Premises

Land of 100 feet x 200 feet located behind 2206 Hiawatha Drive South, Wabasha, MN 55981. GIS Parcel 27.00118.06, plus the small southern parcel adjacent the main gate to be used for the purpose of entrance/exit.



The parcel boundaries are created and drawn by Wabasha County GIS and are continually updated. The parcels are drawn as accurately as possible, but should not be considered a replacement for a professional land survey.

Aerial Photos were collected in Spring 2019 by Eagleview and are 6"/3" resolution.

Date created: 2/23/2021
Last Data Uploaded: 2/23/2021 11:07:38 AM

Developed by Schneider GEOSPATIAL

SCHEDULE "B"

Licenses

It is understood that the leased premises may be subject to the existence of licenses or agreements for utilities, telecommunications or licenses of a similar nature. The Lessor reserves the right to grant to others in the future such similar licenses or agreements. The Lessee agrees to allow any and all authorized personnel to enter upon the leased premises for the purpose of constructing, maintaining and repairing such power, telephone, telecommunications lines, in accordance with such agreements. Any relocation **or** alteration of such facilities by the Lessee would be at the sole cost of the Lessee. Lessee shall be allowed to terminate this lease, without penalty, in the event a license holder (utility etc.) adds infrastructure that prevents or in any other way prevents the City from using the premises as a brush pile and burning site for brush and yard waste.

City Council Regular **8. 9.**

Meeting Date: 02/06/2024

ITEM TITLE: Approve the hiring of Full-Time Paramedic Alyssa Simonson

DEPARTMENT: Ambulance

PURPOSE:

Approve hiring of Alyssa Simonson as a Full-Time Paramedic

ITEM SUMMARY:

Interviews were completed on January 25th and the panel recommended Alyssa Simonson to be hired as a Full-Time Paramedic. Alyssa is a current Part-Time Paramedic with the service. This position was budgeted for in the 2024 budget. Pay rate would be $22.57 (Class 3 Step 2 on the 2024 Pay Scale). This is her current pay rate.

COMMITTEE RECOMMENDATION:

The interview Panel recommended the hiring of Alyssa Simonson for the Full-Time Paramedic position.

ACTION REQUIRED:

Approve hiring of Alyssa Simonson as a Full-Time Paramedic.

City Council Regular **8. 10.**

Meeting Date: 02/06/2024

ITEM TITLE: Code Red notification system contract with Wabasha County

DEPARTMENT: Public Works

PURPOSE:

Approve the 2024 Code Red notification system contract with Wabasha County.

ITEM SUMMARY:

We use Code Red for all snow emergency situations. We also use the system for water main repairs, water breaks, shut down of utilities notification and many more.

STAFF RECOMMENDATION:

We recommend continuation of the contract with Wabasha County.

Attachments

2024 contract

WABASHA COUNTY
EMERGENCY MANAGEMENT

625 JEFFERSON AVENUE
WABASHA, MN 55981
PHONE (651) 565-3069

Brenda K. Tomlinson
Director
btomlinson@co.wabasha.mn.us

5 January 2024

City of Wabasha
900 E. Hiawatha Drive
Wabasha, MN 55981

The City of Wabasha has exclusive access to the emergency notification system, CodeRED, via a passcode, in order to notify city residents via phone call, text, or email of various incidents that may occur in the City of Wabasha. A few years ago, the County added *Foreign Languages* as a sign up option to benefit to the residents of Wabasha County, to include the City of Wabasha. When they receive an alert, it will be in the language they chose when they signed up. We also added *Text to Enroll* where residents can **text WabashaCoAlert to 99411** and will be sent a mobile friendly link to the community sign up page. Enclosed is a flyer, feel free to copy and make available to residents.

We have increased the amount the City of Wabasha pays from 25 cents to 30 cents per resident plus 1/4th of the cost of Foreign Languages. The estimated population of Wabasha is currently listed at 2,500 according to the US Census Bureau. (2,500 x .30 = $750 + 67 = $812) Prior to this year, there was a limit on the number of minutes for calls sent out, but as of this year, there is now unlimited call minutes, texts and emails.

If the City is interested in continuing the use of CodeRED, **please pay the enclosed invoice in the amount of $812 and sign and return the enclosed Letter of Agreement**.

Please let me know if you have any questions or concerns.

Sincerely,

Brenda Tomlinson

Brenda Tomlinson, Director

encls

LETTER OF AGREEMENT
BETWEEN WABASHA COUNTY, MN,
AND CITY OF WABASHA, MN,
FOR USE OF CODERED

Wabasha County agrees to allow the City of Wabasha use of the CodeRED Notification System for a period of one year at a cost of $812. With the CodeRED system, the City will be able to send calls, text messages, and emails to its residents in the city limits of Wabasha, in order to notify residents of incidents that could adversely affect them. The City will also be able to use the system to create groups and send information to City employees and/or volunteers as needed. There is now an unlimited number of minutes of call use and unlimited use of texts and emails annually.

The City has its own passcode to log into CodeRED and send out alerts. The annual fee is based on multiplying 30 cents per resident (for approximately 2,500 residents) and a share of the cost for Foreign Languages.

This agreement is in effect from January 1, 2024 until December 31, 2024, and will be reviewed and signed annually. Each party agrees that they can cancel this agreement at any time upon written notification to the other party. Upon receipt of such notification, the city would no longer have access to the system.

Wabasha County:	City of Wabasha:
Brenda Tomlinson	
Signature	Signature
Brenda Tomlinson	
Printed Name	Printed Name
Wabasha Co EM Director	
Title	Title
5 January 2024	
Date	Date

WABASHA COUNTY
EMERGENCY MANAGEMENT

625 JEFFERSON AVENUE
WABASHA, MN 55981
PHONE (651) 565-3069

Brenda K. Tomlinson
Director
btomlinson@co.wabasha.mn.us

5 January 2024

Public Works Department
INV # Em
DEPT CODE # 100-420-42400-311
AMT $ 812.00
INITIAL AUTH TO PAY J.
DATE 1-22-24

City of Wabasha
900 E. Hiawatha Drive
Wabasha, MN 55981

INVOICE

Annual fee for use of CodeRED Notification System (01/01/24 - 12/31/24) $812.00

Due upon receipt

Please make check payable and send to:

Wabasha County
c/o Emergency Management
625 Jefferson Avenue
Wabasha MN 55981

Please return a copy of this invoice with your payment

City Council Regular **8. 11.**

Meeting Date: 02/06/2024

ITEM TITLE: City Hall blinds, ADA door handles, ceiling tiles, floor waxing

DEPARTMENT: Public Works

PURPOSE:

Discuss proposed improvements to City Hall blinds, ADA door handles, ceiling tiles, floor waxing, photos of Wabasha on canvas.

ITEM SUMMARY:

Caroline Gregerson, City Administrator, requested Tony Johnson and Public Works to put together a package of improvements to City Hall, due to the painting project leading to necessitate further improvements and a desire to show pride in our workplace and in our City as we have begun hosting a number of people looking to invest and develop in Wabasha, Congressional and State Representatives, future employees and we want to take pride in our workplace and CIty Hall.

1. The blinds that were removed from City Hall throughout the entire building were very old, outdated, and some of them broke apart. Riley has priced out new blinds for all the windows at a price of $2,117.03. The cheapest price available. The old ones were discarded due to the mess they were causing during painting. A safety measure as well for evening meetings.

2. We have priced out new commercial (Lever) door handles which bring us into ADA compliant. The cost is $800.

3. We have been looking at the ceiling tiles and have a couple of options. We could only replace the broken ceiling tiles for $126.60. They will not match the other tiles or the dividing strips. We would like to replace all the ceiling tiles and Public Works clean/paint the dividing strips bright white again. This cost would be $1,392.60.

4. We could hire out the tile floor waxing, but that would be a continuous cost. Or Public Works could purchase a floor stripper/wax buffer for $500, stripping/waxing material for $200 and perform ourselves approximately twice per year when time permits. This would need to be done on the weekend, which can be worked out. This has not been done in many man years to our knowledge and it is recommended for commercial buildings to be done twice a year.

5. $300 to print large canvas photos of Wabasha

City Hall currently has $1,300 to use for needed building maintenance, and if we move forward, we would be over budget. Not that these are huge numbers in the entire city budget, but it's more than $1,300. We anticipate additional expenses to be paid for with administrative reimbursement revenues that we will receive in 2024 for City Hall staff time working on grants (which will exceed the difference in available funds).

Total expenditure of roughly $5,309.63. Something that has made part of these projects come about is a very slow winter for Public Works, which opens up time for us to tackle lots of side jobs that have been on the back burner for a long time.

STAFF RECOMMENDATION:

Since we are not talking about big numbers in the budget, staff feel that current painting improvements to City Hall have greatly increased the atmosphere of the old building, and would like to complete the other improvements instead of holding off for year or years. So far, this winter has allowed us (PW) to help with the projects, cutting down on outside expenses.

ACTION REQUIRED:

Motion to approve the added improvements for 2024.

Alternative action: Pull from the consent agenda and discuss in further detail.

City Council Regular **8. 12.**

Meeting Date: 02/06/2024

ITEM TITLE: Pool lifeguard chair replacements

DEPARTMENT: Public Works

PURPOSE:

Discuss the replacement of our lifeguard chairs.

ITEM SUMMARY:

As far as we can tell, our lifeguard chairs are as old as the pool, 37 years. They are unsafe, and have been repaired many times and are in need of replacement. See attached pricing sheet for the lowest price available. The price for 3 chairs would be $5,639.97 taken from the CIP. This expenditure was added to the CIP spring of 2023.

STAFF RECOMMENDATION:

Replace all 3 lifeguard chairs.

ACTION REQUIRED:

Motion to approve the purchase of 3 lifeguard chairs as presented.

Attachments

Price quote

Cart

$5,639.97 (subtotal) - 3 items

Delivery
3 items to 55981



Astral Products, Inc. - Portable Lifeguard Chair
Item: 373303

Quantity: − 3 +

Delivery to 55981
Oversize applies (+$299.70) | Arrives by **February 14**

Store pickup unavailable for this item.

$5,639.97

Remove

Order Summary

Promo Code

Apply Code

Subtotal (3 items)	$5,639.97
Oversize shipping	$149.85
Estimated Tax (Delivery and tax for 55981)	$427.00
Total	$6,216.82

Secure Checkout

PayPal

LESLIE'S POOL PERKS

Estimated rewards this order: **$281**
FREE shipping applied.

Starting at $302/mo or 0% APR with affirm. Learn more

Best Sellers

Meeting Date: 02/06/2024
ITEM TITLE: Ambulance Response Vehicle Repairs/Outfitting
DEPARTMENT: Ambulance

PURPOSE:
Ambulance Response Vehicle Repairs/Outfitting

ITEM SUMMARY:
The squad that was donated by the police department needs some repair work done to it. It needs a new timing chain and possibly a new water pump. The PD has had water pump issues with their current squads as well. Without actually getting into it they can't give me an exact quote for the repairs. On the low end it could be $2,000 and they said it could be up to $5,000 depending on what they find. The windshield also needs to be replaced at a cost for the deductible of $500. I received a verbal quote of $2,050 from Audio Designs of Winona for lights and a siren. Audio Designs is who the Police Dept uses to outfit all of their squads. They said if they have left wires in there from the previous set up that it could be less. This was for minimal lights. Lastly, I am waiting for a quote from Graphic Designs of Winona for graphics. This is also the same place the PD uses for their squads. Sgt. Wagoner states that it costs them about $400 to put graphics on their squads. In total we are looking at up to $8,000-$9,000 to make the squad ready for use. If we were to buy a different used vehicle we would still need to invest in graphics and lights and sirens and would cost end up being more. The lights and sirens would be able to be reused in the future if we were to obtain another vehicle when this one's useful life ends. Having this vehicle will help with the essential functions of the Ambulance Service as well as streamline responses. It also serves a practical purpose for possible future expansion of services include Community Paramedic Services.

The response vehicle would help bring Advanced Life Support care to Patients sooner. It will also allow us to do Paramedic Intercepts with other services without taking the ambulance and full crew out of City Limits.

COMMITTEE RECOMMENDATION:
The Ambulance Commission approved the repairs and outfitting of the donated squad at their January 16th meeting.

STAFF RECOMMENDATION:
Approve the repairs and outfitting of the donated squad. With revenue being over what was budgeted for in 2023 Director Marking would like to use some of that revenue and move it into the CIP to cover the cost of repairs and outfitting. Administrator Gregerson supports this plan.

ACTION REQUIRED:
Approve the repairs and outfitting of the donated squad.

Alternative option to pull for more discussion.

City Council Regular **8. 14.**

Meeting Date: 02/06/2024

ITEM TITLE: Approve the hiring of Part-Time Paramedic Brittni Gillett

DEPARTMENT: Ambulance

PURPOSE:

Approve the hiring of Brittni Gillett as a Part-Time Paramedic.

ITEM SUMMARY:

Interviews were completed on January 25th and the panel recommended Brittni Gillett to be hired as a Part-Time Paramedic. Brittni is a current Paramedic with Tri-State Ambulance in La Crosse and is also on Scenic Valley Ambulance. This position was budgeted for in the 2024 budget and will be vacant pending the approval of the Full-Time Paramedic hiring. Pay rate would be $22.12 (Class 3 Step 1 on the 2024 pay scale).

COMMITTEE RECOMMENDATION:

The interview panel recommends hiring Brittni Gillett as a Part-Time Paramedic.

ACTION REQUIRED:

Approve hiring Brittni Gillett as a Part-Time Paramedic.

City Council Regular **8. 15.**

Meeting Date: 02/06/2024

ITEM TITLE: 2024-2025 Fire Contracts

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Fire contracts for the contract year April 1, 2024 thru March 31, 2025. Fire Contracts are calculated as follows:

To calculate the township amounts, the following calculation is used:
Divide the Total Fire Dept. District Market Value from the Assessor by each Township Value Amount to determine their percentage.
Fire Dept Budget Amt. X township percentage = Township Amt.
The City of Wabasha then looks at Fire Run revenue received during the past year by that township and takes it off the township new current amount.(no fire run revenue was received in 2023)

Attached is the 2023-2024 Fire Contract with Pepin Township so Council may review the contact language.

2024 Fire Contract Calculation

City/Township	2024 Budget	Percent	Deduction for Fire Runs	Contract Amount
City of Wabasha	$168,079	45.3%		$76,215.48
Greenfield Township	$168,079	31.5%		$53,012.35
Glasgow Township	$168,079	9.7%		$16,300.07
Pepin Township	$168,079	13.4%		$22,551.10

STAFF RECOMMENDATION:

City Clerk recommends the approval of the 2024-2025 Fire Contracts with the Townships of Pepin, Glasgow, and Greenfield.

ACTION REQUIRED:

A MOTION to approve the 2024-2025 Fire Contracts and authorize the City Clerk to forward contracts to the appropriate protection areas and to further authorize the City Clerk to amend the payment date if necessary.

Attachments

2024 Pepin Township Fire Contract

CITY OF WABASHA AND TOWNSHIP OF PEPIN
FIRE SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 6th day of February 2024, by and between the **CITY OF WABASHA**, a Municipal Corporation of Wabasha County, Minnesota (the "City"), and the **TOWNSHIP OF PEPIN**, a Municipal Corporation of Wabasha County, Minnesota (the "Township") (collectively the "parties").

WHEREAS, the Township, deeming it advisable to have available for the benefit of its residents services of the City of Wabasha Fire Department, and the electors of the Township having pursuant to law, provided a fund for the furnishing of such fire service; and

WHEREAS, the City is willing to provide fire service to the Township through the City Fire Department and the Township agrees to purchase such service from the City by entering into an agreement containing the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Minnesota Law, it is hereby mutually agreed between the City and Township, as follows:

1. **Fire Service**: The City of Wabasha agrees to furnish fire protection to all that property located within the Township of Pepin described as follows:
    a. **All of Pepin Township excepting therefrom Section 19**: said defined area in the Township of Pepin hereinafter referred to as "Fire Protection Area".

a. **Allocation of Resources**. The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this Agreement.

b. **No Guarantee**. The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and it officers, employees and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payments**. In consideration for the services extended by City to Township under this Agreement, Township shall compensate City as follows:

a. **Contact Amount.** The Township agrees to make payments in the City in the amount of $22,551.10 The contract amount shall be due and payable on or before July 31, 2024 for $11,275.55 and December 20, 2024 for $11,275.55 The annual payment amount is based on the fire department's annual budget and allocated according to a formula based on the factors of the number of fire calls in the Township, the blended value of

structures and land in the Township, and the amount of fees paid to the City by Township residents in the previous contract year.

b. **Insurance Proceeds.** Township will pay to the City all proceeds it receives from the State of Minnesota Fire Aid Insurance payments.

c. **Charges for Fire Calls-Payment.** Pursuant to Minn. Stat. §§ 366.011, 366.012, and 415.01 and City ordinance, persons or landowners requesting and receiving fire services may be billed directly by the City as provided herein and local ordinance. Additionally, if the person or landowner receiving fire services did not request services but a fire or other situation exists which, at the discretion of the fire department personnel in charge requires fire service, the person/landowner will be charged and billed. All persons/landowners will be billed whether or not the fire service is covered by insurance. Any billable amount of the fire charge not covered by a person's/landowner's insurance remains a debt of the person/landowner receiving the fire service.

The City shall bill the appropriate person/landowner for all fire calls. Parties billed have 60 days to pay. If the fire service charge is not paid by that time, the City will send a notice of delinquency. If the fire service charge remains unpaid for 30 days after this notice of delinquency, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City including but not limited to reasonable attorney fees and court costs. If the fire service charge remains unpaid for 30 after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the services owns real property for collection with property taxes. The county auditor is responsible for emitting to the city all charges collected on behalf of the city. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.

f. **Delinquency.** If the annual payment is received after August 1, 2023 and January 1, 2024, it shall be considered delinquent, and shall accrue interest at a rate of 1% per month.

3. **Emergency Service Charge**. Township, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Township's Service Territory. City shall have no right to, or interest in, any service fees collected by Township. If Township imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Township with the information it collected.

4. **Service Territory**. City shall provide fire services as indicated in this Agreement to the area in Township described on the map which is attached hereto as Appendix A and made

part of this agreement. The identified area shall constitute Township's Service Territory for the purposes of this Agreement.

5. **Term**. The term of this Agreement shall extend for a period of one year commencing on April 1, 2023 and ending on March 31, 2024, unless terminated earlier as provided herein.

6. **Ownership**. City owns the buildings and equipment associated with the fire department and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items.

7. **City's Responsibilities**. In addition to any other obligations described herein, City shall:

a. Authorize and direct the City fire department to provide the fire services described herein to Township's Service Territory;

b. Maintain sufficient staffing to meet the reasonably foreseeable needs of the City and Township. The City will pay for all personnel and administrative costs (excluding Township's payments and contributions listed in Paragraph above) and training costs. The City retains control of Fire Department operations and personnel. Levels of staffing and the numbers of firefighters dispatched to a call shall be determined at the sole discretion of the City's Fire command;

c. Develop a detailed annual operational budget for the fire department for each year during the term of this Agreement by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;

d. Upon Township's request, provide Township access to financial and cost data related to the fire department for five years prior to the current service year;

e. Disclose to Township any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and

f. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8. **Township's Responsibilities**. In addition to any other obligations described herein, Township shall:

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the Agreement is terminated early and any other charges and contributions as provided in this Agreement;

b. Present a budget and levy proposal to the Town electors at each annual Township meeting during the term of this Agreement seeking authority to levy funds as needed to make payments as provided in this Agreement; and

c. Promptly disclose to City any information Township can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon payments as provided in this Agreement, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. **Insurance Requirements**. City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Township proof of such insurance coverages and the additional insured endorsement naming the Township upon Township's request. City shall also maintain workers' compensation coverage as required by law.

10. **Indemnification**. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

11. **Authorization.** The City and the Township warrant they have the appropriate statutory authority to undertake the obligations of this Agreement, that the persons signing this Agreement are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

12. **No Waiver**. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification**. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township and attached hereto.

14. **Subcontracting & Assignment**. City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing fire services to Township's Service Territory.

15. **Termination**. This Agreement may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a 120 day written notice of termination on the other party. This Agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Township fails to pay for the service, charges and contributions as provided in this Agreement, City may terminate this agreement 60 days from the date of personal service of a written termination notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to Township shall be served on the Township Clerk.

16. **Service Contract**. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties. If, despite the forgoing, a court of competent jurisdiction finds such a relationship exists, the City and the Township shall be considered a single governmental entity, as provided in Minnesota Statutes, Section 471.59, subd. 1a, for the purposes of determining total liability.

17. **Minnesota Law Governs**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

18. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date indicated above.

CITY OF WABASHA

_____ _____
Emily Durand, Its Mayor Date

Attest:

_____ _____
Wendy Busch, Its City Clerk Date

TOWNSHIP OF PEPIN

_____ _____
_____, Its Chairperson or Supervisor Date

Attest:

_____ _____
_____, It Township Clerk or Recorder Date

City Council Regular **8. 16.**

Meeting Date: 02/06/2024

ITEM TITLE: Informational: Final Painting of City Hall Invoice

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

In April, Council approved bid to paint City Hall for $2700 Gordon Painting LLC, paid out of CIP. The final bill was $4600 because the original bid did not include the ceilings in the building or account for the porous cement walls which required more paint to be covered. The ceiling paint was yellowing and chipped and needed to be done when the walls were painted white and this was an oversight it was not included in the original quote. City Administrator approved the additional work and it is included in the warrants.

Attachments

Stan Gordon Painting, LLC

Interior & Exterior Painting

Phone: 651-565-2146 • Cell: 651-380-0517
535 W. 6th Street Wabasha, MN 55981

Date Jan. 22-2024

City Hall
WABASHA

		Painting & Material		
		Labor	2300.	00
		Material	2300.	00
		Thank You Stan		
		Thank You!	4600.	00

Meeting Date: 02/06/2024

ITEM TITLE: Approve Transfer Incentives for Ambulance in 2024, subject to annual renewal

DEPARTMENT: Ambulance

PURPOSE:

Ambulance Transfer Incentives

ITEM SUMMARY:

The Wabasha Ambulance Service profits when it is able to take interfacility hospital transfers. One recommendation from the business analysis was to incentive EMTs and EMRs and others to take transfers. The analysis recommended incentives both for people who take the transfer and for those who take the back-up and could received on-duty pay. (page 41).

It has been discussed at previous ambulance commission meetings. Director Marking trialed the program in December and indicated that it worked. The Wabasha Ambulance Association at their last meeting voted to remove the incentive. Some crew members who were not present at the Association meeting have approached Director Marking and expressed that they support keeping the incentives. Director Marking also feels that the incentives have not only increased the number of transfer that we are able to take but has also helped with recruitment and retention. In looking at its business impact on the WAS, the Director and City Administrator continue to recommend the transfer incentives remain in place for 2024 and re-evaluate 12 months from now.

COMMITTEE RECOMMENDATION:

Ambulance Commission approved Transfer Incentives of $50 per person taking the transfer for 2024. They wanted the Incentive to be reviewed annually for effectiveness and budgetary impacts. Incentives would not apply to full or part-time employees.

STAFF RECOMMENDATION:

Approve Transfer Incentives for 2024 to be reviewed annually for effectiveness and budgetary impacts.

ACTION REQUIRED:

Take action on Transfer Incentives

City Council Regular **8. 20.**

Meeting Date: 02/06/2024

ITEM TITLE: February Warrants

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

February Warrants

CITY OF WABASHA
COUNCIL PAYABLES

PROG Descr	Search Name	Account Descr	Amount	Comments
PROG Descr				
	CHRIS WILDE	R 800-37160 Penalty Revenue	$11.65	REFUND OF OVERPAYMENT
	THOMAS INDUSTRIES	R 800-37160 Penalty Revenue	$114.83	REFUND OF OVERPAYMENT
PROG Descr			$126.48	
PROG Descr Administration				
Administration	METRO SALES INC	E 100-410-41500-311 Contractor Fees	$330.90	USAGE CHARGES
Administration	METRO SALES INC	E 100-410-41500-311 Contractor Fees	$318.00	base rate charges
Administration	WATER SYSTEMS COMPANY	E 100-410-41500-311 Contractor Fees	$35.40	WATER SERVICES
Administration	WATER SYSTEMS COMPANY	E 100-410-41500-311 Contractor Fees	$14.98	WATER SERVICES
Administration	HBC	E 100-410-41500-321 Telephone	$308.37	CITY HALL PHONE
Administration	CABBAGE PATCH GARDEN/NURSERY	E 100-410-41500-330 Meeting Expense	$100.00	RYANS DADS FUNERAL
Administration	SEMMCHRA	E 502-410-41500-472 Grants/Donations	$5,000.00	Payment to SEMMCHRA: City Match for S
Administration	NATIONAL EAGLE CENTER	E 502-410-41500-479 Blandin Grants	$424.00	Blandoin Grant: National Eagle Center Ch
PROG Descr Administration			$6,531.65	
PROG Descr Ambulance				
Ambulance	WABASHA COUNTY	E 100-420-42500-212 Motor Fuels	$744.22	AMBULANCE DIESEL
Ambulance	AIRGAS USA LLC	E 100-420-42500-215 Oxygen-Supplies	$337.30	OXYGEN
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	$110.41	MISC MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	$170.00	MEDICAL SUPPLIES
Ambulance	GUNDERSEN ST ELIZ HOSP & CLINIC	E 100-420-42500-217 Medical Supplies	$60.60	SUPPLY-IV LOCK
Ambulance	ECP SERVICES, LLC	E 100-420-42500-311 Contractor Fees	$1,789.93	COMMISSION ON DEC NET PAYMENT
Ambulance	HBC	E 100-420-42500-321 Telephone	$60.04	AMBULANCE PHONE
Ambulance	FIRSTNET BUILT WITH AT & T	E 100-420-42500-321 Telephone	$76.46	MOBILE INTERNET
Ambulance	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42500-381 Electric/Gas Utility	$61.00	AMBULANCE SOLAR
Ambulance	XCEL ENERGY	E 100-420-42500-381 Electric/Gas Utility	$219.11	AMBULANCE GARAGE
Ambulance	CULLIGAN	E 100-420-42500-409 Maintenance Agreements	$59.00	WATER SOFTNER SERVICES
Ambulance	APPEL S SERVICE INC	E 100-420-42500-414 Vehicle Maintenance	$2,210.18	2020 F450
Ambulance	WABASHA FRESH MARKET	E 100-420-42500-430 Miscellaneous	$59.38	AMBULANCE HALL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 502-420-42500-470 Donations	$1,573.50	GRANT INFORMATION
PROG Descr Ambulance			$7,531.13	
PROG Descr Emergency Management				
Emergency Management	ANCOM	E 100-420-42400-221 Equipment Maintenance/Parts	$775.00	SIREN TESTING
PROG Descr Emergency Management			$775.00	
PROG Descr Fire Protection				

PROG Descr	Search Name	Account Descr		Amount	Comments
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-212	Motor Fuels	$37.02	DIESEL ADDITIVE
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-212	Motor Fuels	$4.74	MINI BULB
Fire Protection	KWIK TRIP INC	E 100-420-42200-212	Motor Fuels	$25.45	FIRE DEPT GAS
Fire Protection	KWIK TRIP INC	E 100-420-42200-212	Motor Fuels	$75.80	FUEL
Fire Protection	WABASHA COUNTY	E 100-420-42200-212	Motor Fuels	$43.78	DIESEL
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-219	General Supplies	$12.19	BATTERY
Fire Protection	HBC	E 100-420-42200-321	Telephone	$107.80	FIRE PHONE
Fire Protection	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42200-381	Electric/Gas Utility	$95.33	FIRE SOLAR
Fire Protection	XCEL ENERGY	E 100-420-42200-381	Electric/Gas Utility	$485.88	FIRE HALL
PROG Descr Fire Protection				$887.99	
PROG Descr General Govt Bldg City Hall					
General Govt Bldg City Hall	WABASHA COUNTY D. A. C.	E 100-410-41900-313	Cleaning Services	$261.45	CLEANING CREW
General Govt Bldg City Hall	CLEARWAY COMMUNITY SOLAR LLC	E 100-410-41900-381	Electric/Gas Utility	$315.64	CITY HALL SOLAR
PROG Descr General Govt Bldg City Hall				$577.09	
PROG Descr Independent Accounting/Audit					
Independent Accounting/A	ABDO ABDO EICK & MEYERS LLP	E 100-410-41700-301	Auditing and Accounting Serv.	$145.00	ACCOUNTING ASSISTANCE
PROG Descr Independent Accounting/Audit				$145.00	
PROG Descr IT Department					
IT Department	WABASHA COUNTY	E 100-410-41920-312	Computer Support	$500.00	POWERPLUS INVESTIGATION SYSTEM
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312	Computer Support	$66.00	MICROSOFT 365
IT Department	DESTINY SOFTWARE, INC.	E 100-410-41920-312	Computer Support	$4,200.00	ANNUAL AGENDA QUICK
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-320	Internet/Website Service	$42.00	FIREWALL PROTECTION PLAN
IT Department	HBC	E 100-410-41920-320	Internet/Website Service	$548.73	INTERNET AND PHONE SERVICES
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-320	Internet/Website Service	$255.27	CLOUD BACKUP
IT Department	VISION DESIGN GROUP INC	E 100-410-41920-320	Internet/Website Service	$300.00	WABASHA.ORG HOSTING
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-320	Internet/Website Service	$1,260.00	EXPANDED BUSINESS AGREEMENT
PROG Descr IT Department				$7,172.00	
PROG Descr Legal					
Legal	WABASHA COUNTY	E 100-410-41800-304	Legal Fees	$2,000.00	JANUARY LEGAL SERVICES CONTRACT
PROG Descr Legal				$2,000.00	
PROG Descr Library					
Library	HBC	E 211-471-47100-321	Telephone	$98.90	LIBRARY PHONE
PROG Descr Library				$98.90	
PROG Descr Mayor and Council					
Mayor and Council	CGMC	E 100-410-41100-433	Dues and Subscriptions	$5,256.00	2024 CGMC Dues
PROG Descr Mayor and Council				$5,256.00	

PROG Descr	Search Name	Account Descr		Amount	Comments
PROG Descr Miscellaneous					
Miscellaneous	FALCON YOUTH BASEBALL ASSOC	E 100-490-45400-440	Summer Recreation	$4,000.00	SUMMER RECREATION
Miscellaneous	WABASHA KELLOGG SOFTBALL ASSO	E 100-490-45400-440	Summer Recreation	$4,000.00	SUMMER RECREATION
Miscellaneous	WABASHA CHAMBER OF COMMERCE	E 100-490-45400-449	City Publicity	$15,000.00	CITY PUBLICITY
Miscellaneous	XCEL ENERGY	E 100-490-45400-450	Food Share Expenses	$246.27	142 2ND ST W
PROG Descr Miscellaneous				$23,246.27	
PROG Descr Police Protection					
Police Protection	WABASHA COUNTY	E 100-420-42100-212	Motor Fuels	$1,304.45	POLICE GAS
Police Protection	HILLS HARDWARE HANK	E 100-420-42100-219	General Supplies	$17.99	sd memory card
Police Protection	GERKEN S INC	E 100-420-42100-219	General Supplies	$50.99	DOG FOOD
Police Protection	LEAGUE OF MINNESOTA CITIES	E 100-420-42100-308	Continuing Ed	$630.00	PATROL TRAINING
Police Protection	VERIZON WIRELESS	E 100-420-42100-321	Telephone	$160.04	POLICE MOBILE INTERNET
Police Protection	WABASHA COUNTY HERALD	E 100-420-42100-433	Dues and Subscriptions	$56.00	SUBSCRIPTION
Police Protection	ACTION FLEET LLC	E 501-420-42100-500	CAPITAL OUTLAY	$1,684.42	LIGHT BAR FOR SQUAD
PROG Descr Police Protection				$3,903.89	
PROG Descr Pool					
Pool	DEMAND ELECTRIC	E 100-450-45300-219	General Supplies	$135.00	DISCONNECT HEATER FOR REBUILD
Pool	HBC	E 100-450-45300-321	Telephone	$25.75	POOL PHONE
Pool	CLEARWAY COMMUNITY SOLAR LLC	E 100-450-45300-381	Electric/Gas Utility	$317.87	POOL SOLAR
PROG Descr Pool				$478.62	
PROG Descr Public Works					
Public Works	ARNOLD S SUPPLY & KLEENIT CO	E 100-430-43100-211	Cleaning/Janitorial Supplies	$263.07	SOAP DISPENSERS & SOAP
Public Works	WABASHA COUNTY	E 100-430-43100-212	Motor Fuels	$444.38	PUBLIC WORKS DIESEL
Public Works	WABASHA COUNTY	E 100-430-43100-212	Motor Fuels	$269.40	PUBLIC WORKS GAS
Public Works	HILLS HARDWARE HANK	E 100-430-43100-219	General Supplies	$1,158.68	PUBLIC WORKS ACCOUNT
Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219	General Supplies	$19.20	WATER SERVICES
Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219	General Supplies	$34.18	WATER SERVICES
Public Works	DICK S AUTO PARTS	E 100-430-43100-221	Equipment Maintenance/Parts	$34.68	HEADLAMP & SHOP TOWELS
Public Works	DICK S AUTO PARTS	E 100-430-43100-221	Equipment Maintenance/Parts	$190.76	QUICK DISCONNECT
Public Works	MOTOR PARTS & EQUIPMENT	E 100-430-43100-221	Equipment Maintenance/Parts	$30.79	MISC AUTOMOTIVE SUPPLIES
Public Works	CAPITAL ONE TRADE CREDIT	E 100-430-43100-221	Equipment Maintenance/Parts	$52.20	NORTHERN TOOL PURCHASE
Public Works	MAJERUS GARAGE	E 100-430-43100-221	Equipment Maintenance/Parts	$444.61	DOT INSPECTIONS
Public Works	DICK S AUTO PARTS	E 100-430-43100-221	Equipment Maintenance/Parts	$107.15	DE-ICER, BATTERIES & AIR FILTERS
Public Works	JESSES AUTOMOTIVE LLC	E 100-430-43100-221	Equipment Maintenance/Parts	$260.04	LAWN MOWER TIRES
Public Works	DICK S AUTO PARTS	E 100-430-43100-221	Equipment Maintenance/Parts	$20.99	CABIN AIR FILTER
Public Works	DICK S AUTO PARTS	E 100-430-43100-221	Equipment Maintenance/Parts	$6.22	SPARK PLUG
Public Works	HARTERT S STORE INC	E 100-430-43100-223	Building Maint/Repair Supplies	$220.00	REPAIR WIRE ON AIR UNIT
Public Works	WABASHA COUNTY	E 100-430-43100-308	Continuing Ed	$702.45	MN DOT TESTING OF SAP
Public Works	VERIZON WIRELESS	E 100-430-43100-321	Telephone	$40.01	PUBLIC WORKS INTERNET

PROG Descr	Search Name	Account Descr		Amount	Comments
Public Works	HBC	E 100-430-43100-321	Telephone	$0.95	PUBLIC WORKS
Public Works	HBC	E 100-430-43100-321	Telephone	$118.24	PUBLIC WORKS PHONE
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$247.17	CAMPGROUND WINTERIZED LINES
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$365.61	PUBLIC WORKS BUILDING
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$36.07	311 MAIN ST & LAWRENCE
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$18.51	PARKING LOT
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$21.86	724 MAIN ST W
Public Works	CLEARWAY COMMUNITY SOLAR LLC	E 100-430-43100-381	Electric/Gas Utility	$129.88	PUBLIC WORKS SOLAR
Public Works	XCEL ENERGY	E 100-430-43100-381	Electric/Gas Utility	$53.52	ATHLETIC FIELD
Public Works	XCEL ENERGY	E 100-430-43100-382	Street Lights	$3,854.36	STREET LIGHTS
Public Works	DEMAND ELECTRIC	E 100-430-43100-382	Street Lights	$230.00	RETROFIT LIGHT POLE
Public Works	GERKEN S INC	E 100-430-43100-411	Land Rent	$16,850.00	2024 CAMPGROUND LEASE
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-527	PARK MAINTENANCE	$77.85	PICNIC TABLE
Public Works	EARL F ANDERSEN INC.	E 100-430-43100-583	Signs	$75.35	SIGNS
Public Works	DAKOTA SUPPLY GROUP	E 502-430-43100-544	Dog Park	$489.11	DOG PARK SUPPLILES FOR WATER
PROG Descr Public Works				$26,867.29	
PROG Descr Sewer Department					
Sewer Department	VERIZON WIRELESS	E 810-500-49449-312	Computer Support	$753.39	IPAD AND SERVICES
Sewer Department	HBC	E 810-500-49449-321	Telephone	$45.73	PHONE
Sewer Department	XCEL ENERGY	E 810-500-49449-381	Electric/Gas Utility	$55.07	SEWAGE LIFT STATION
Sewer Department	CLEARWAY COMMUNITY SOLAR LLC	E 810-500-49449-381	Electric/Gas Utility	$3,574.83	SEWER SOLAR
PROG Descr Sewer Department				$4,429.02	
PROG Descr Water Department					
Water Department	VERIZON WIRELESS	E 800-500-49000-312	Computer Support	$753.38	IPAD AND SERVICES
Water Department	HBC	E 800-500-49000-321	Telephone	$103.63	UTILITIES PHONE
Water Department	CLEARWAY COMMUNITY SOLAR LLC	E 800-500-49000-381	Electric/Gas Utility	$1,374.73	WATER SOLAR
Water Department	XCEL ENERGY	E 800-500-49000-381	Electric/Gas Utility	$17.53	DUGAN LIFT STATION
Water Department	XCEL ENERGY	E 800-500-49000-381	Electric/Gas Utility	$772.59	WATER BOOSTER
Water Department	XCEL ENERGY	E 800-500-49000-381	Electric/Gas Utility	$286.54	UT COMM LIFT STATION
Water Department	GOPHER STATE ONE CALL	E 800-500-49000-407	Gopher State One-Call	$18.90	14 TICKETS @1.35 EA
PROG Descr Water Department				$3,327.30	
				$93,353.63	

Meeting Date: 02/06/2024
ITEM TITLE: Compeer Financial Sponsorship Agreement
DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Compeer Financial sponsorship agreement will grant $4,500 for a Phase One Feasibility Study of two city owned lots to sell city owned lots to developers to convert the parcels into workforce and affordable housing.

ACTION REQUIRED:

Approve Compeer Financial Sponsorship Agreement.

Attachments

City of Wabasha_spns agrmt

SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT ("Agreement"), dated February 6, 2024, is made by and between City of Wabasha (hereinafter referred to as "Grantee") and Compeer Financial, ACA (hereinafter referred to as "Compeer" or "Sponsor").

WHEREAS, Compeer has in place a discretionary fund for rural America and sponsorship program named the Compeer Financial Fund for Rural America, and

WHEREAS, Grantee desires to commence or has commenced a project for which Grantee desires financial sponsorship (the "Project"); and

WHEREAS, the project and its goals are consistent with the mission of the Compeer Financial Fund for Rural America; and

NOW THEREFORE, the parties agree to the following terms and conditions:

1. The Project for which Grantee desires financial sponsorship is described as follows:

A Phase One Feasibility Study of two city owned lots to sell city owned lots to developers to convert the parcels into a workforce, and affordable housing.

Total Amount Granted: $4,500

2. Compeer will provide financial sponsorship to Grantee for the Project in the amount of $4,500. Grantee understands and agrees that the funds provided by Sponsor may be spent only for the Project and for no other purpose. Grantee has full responsibility for the conduct of the Project sponsored hereunder and for adherence to this Agreement. Grantee shall not use the funds for any purpose prohibited by applicable law, and shall use the funds only for those purposes which are permissible under all applicable laws and regulations, including but not limited to the Internal Revenue Code, as amended and the regulations issued thereunder. Grantee shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

3. Grantee shall return to Compeer any funds provided by Compeer which are not used for the Project. Grantee is responsible for the appropriate expenditure of funds and for maintaining adequate supporting records. Grantee shall provide to the Compeer Financial Fund for Rural America Liaison, Melanie Olson, periodic status reports, which shall include a progress narrative and a report of expenditures, on a (check one) ___ monthly ___ quarterly ___ year-end _X_ other (study completion) basis. If Compeer determines, in its sole discretion, that the funds have not been used for the Project or

Grantee has otherwise failed to comply with this Agreement, the funds shall be promptly returned to Compeer.

4. Grantee is required to recognize Sponsor and/or Compeer Financial Fund for Rural America in all publicity materials related to the Project, unless requested otherwise by Compeer or as mutually agreed upon by Grantee and Sponsor. Approval of Compeer is required prior to any announcement or release of publicity which references Compeer. Grantee shall not use the Compeer name or logo for any purpose or under any circumstance except as agreed upon in advance by Compeer.

5. Grantee agrees to indemnify and hold Compeer and Compeer Financial Fund for Rural America, harmless and, at Grantee's cost and expense, defend Compeer, Compeer Financial Fund for Rural America, and Compeer's and Compeer Financial Fund for Rural America's officers, employees and directors from and against any and all liability and claims for damages or loss, including but not limited to costs, expenses and reasonable attorney's fees, arising out of Grantee's actions in furtherance of the Project. Compeer and/or Compeer Financial Fund for Rural America shall not be liable for any claims arising out of the Project or for any work performed in connection therewith. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, directors and contractors.

6. Grantee warrants and represents that it has not made to Compeer or Compeer Financial Fund for Rural America any material false statement or misstatement of fact in connection with the Project or its receipt of sponsorship funds from Compeer, and all information provided to Compeer and Compeer Financial Fund for Rural America, whether previously provided or to be provided in the future, is and will be true and correct.

7. Grantee shall not engage in discriminatory practices with respect to the Project for which sponsorship funds have been provided, and shall, with respect to the Project, fully comply with all applicable state and federal nondiscrimination laws.

8. Grantee agrees that Compeer's financial sponsorship of the Project is done with the understanding that Compeer has no obligation to provide other or additional support to the Grantee.

9. Nothing contained in this Agreement, nor in the provision of funds, shall be intended or construed in any manner as creating or establishing a relationship of partners or joint venture between the Grantee and Compeer or Compeer Financial Fund for Rural America, nor shall Grantee be considered or deemed to be an agent, representative or employee of Compeer.

10. This Agreement shall be construed in accordance with the laws of the State of Wisconsin and any proceedings or disputes arising out of this Agreement shall be venued in Dane County, Wisconsin.

11. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any breach in the future or any other breach of any other provision.

12. Grantee may not assign this Agreement or the sponsorship funds provided by Compeer.

13. Grantee hereby states that no goods or services were received in exchange for the donation from Compeer.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first written above.

GRANTEE:
CITY OF WABASHA

By: _____

Its: _____

SPONSOR:
COMPEER FINANCIAL, ACA

By:_____

Its: _____

City Council Regular **9. 1.**

Meeting Date: 02/06/2024

ITEM TITLE: Street/Alley Vacation Athletic Field

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

Overall Vacation Exhibit

Mailing List

Vacation Survey Sketches and Descriptions

Resolution 06-2024

WASHINGTON AVENUE

PIERCE AVENUE

10TH STREET

11TH STREET

HIAWATHA DRIVE - COUNTY ROAD 30 (OLD US HIGHWAY NO. 61)

VACATION AREA

VACATED (Book 5, Page 96) - Nov. 18, 1958

NORTH LINE, LOTS 4, 5 & 6, BLOCK 48 - EXTENDED

(Book 165, Page 133)

S 79°48'14" E 91.81

VACATED (Book 5, Page 96) - Nov. 18, 1958

S 50°00'00" E 100.00

N 60°00'00" E 60.00

197.76

N 00°08'26" E

(Book 165, Page 133)

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

VACATION AREA

VACATED (Book 5, Page 96) - Nov. 18, 1958

S 89°59'30" E 359.88

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

(Doc. No. 329610)

(Book 165, Page 133)

VACATION AREA

EXCEPTION - (Book 171, Page 139) - DOT Ch 10 Co - Parcel 30 of 40th Plat No 10

(Book 165, Page 133)

S 24°41'27" E 295.00

N 65°18'33" E 145.00

WEST LINE - ROCQUE'S ADDITION

SOUTH LINE, BLOCK 48 - EXTENDED

S 89°53'42" E 318.04

S 24°41'27" E 163.58

S 24°41'27" E 17.70

POINT OF BEGINNING

85.15 N 89°53'42" W

164.47

S 03°30'27" E

S 89°53'31" E 6.13

150.00

N 89°53'31" W 279.67

7.78 S 00°06'29" W

142.00

165.00

227.92 N 00°03'15" E

N 00°03'15" E 16.00

S 89°52'22" E 1587.57

363.14

N 00°07'14" E

650.98 N 00°07'38" E

WEST LINE - NW 1/4 SEC. 33-111-10

WEST 1/4 CORNER SEC. 33-111-10

(Doc. No. 329610)

(Doc. No. 329610)

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

N 89°53'31" W 554.74

VACATION AREA

10' EASEMENT to Hiawatha Broadband Communications, Inc for rate transmission and distribution facilities (Doc. No. 272917)

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

Areas To Be Vacated

Areas To Be Vacated with Reservation on the Drainage & Utility Easement

0 50 100

SCALE IN FEET

Horizontal Datum: HARN 2011 County Coordinate System

STREET AND ALLEY VACATION EXHIBIT
WABASHA, MINNESOTA

WABASHA ATHLETIC PARK

BOLTON & MENK

FOR: CITY OF WABASHA

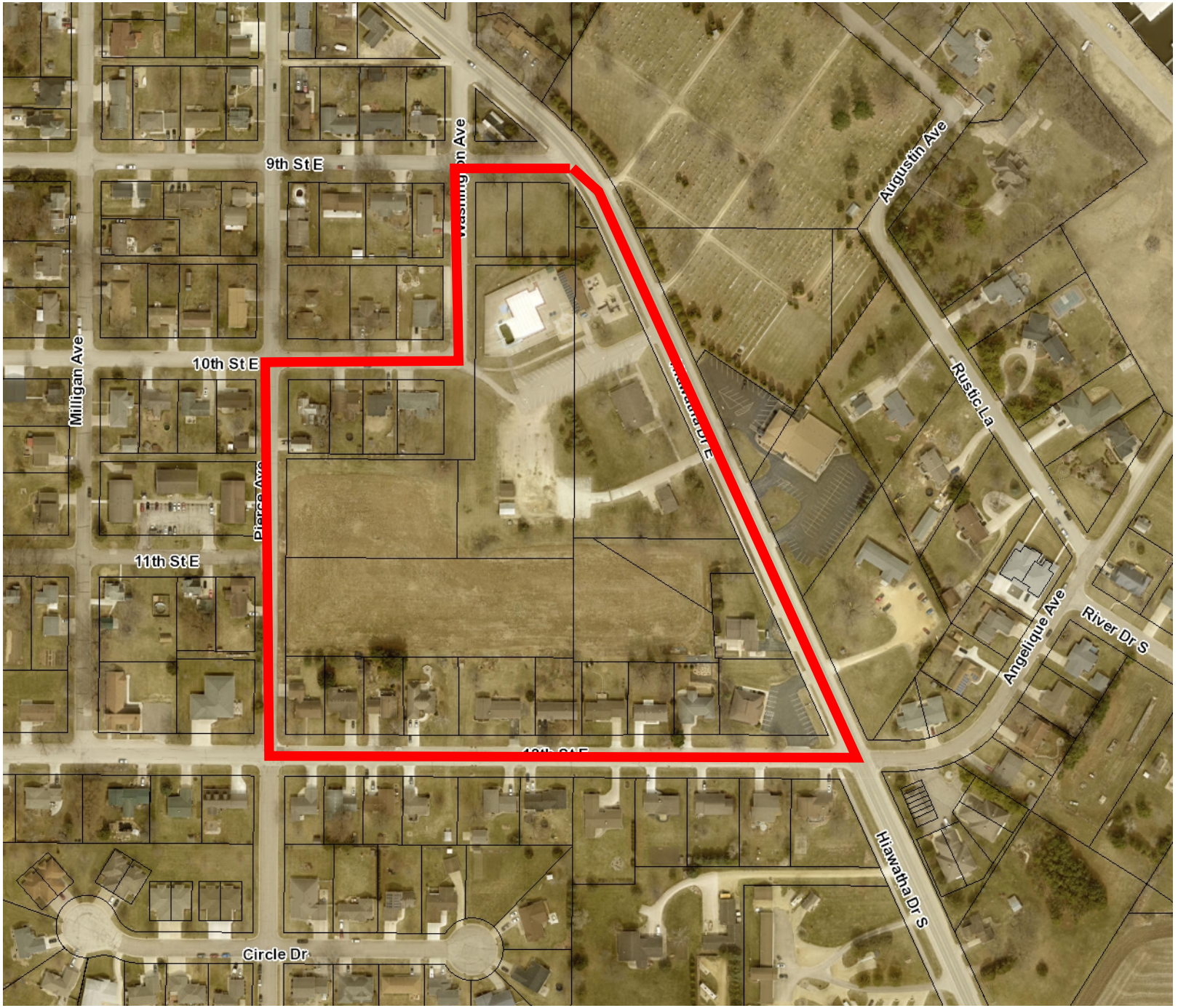
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SDB128626E

JOB NUMBER: 0H1.128626 FIELD BOOK: SEE FILE DRAWN BY: RPS

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CITY OF WABASHA

Legend

- City Limits
- Parcels (03/31/23)

Map Name

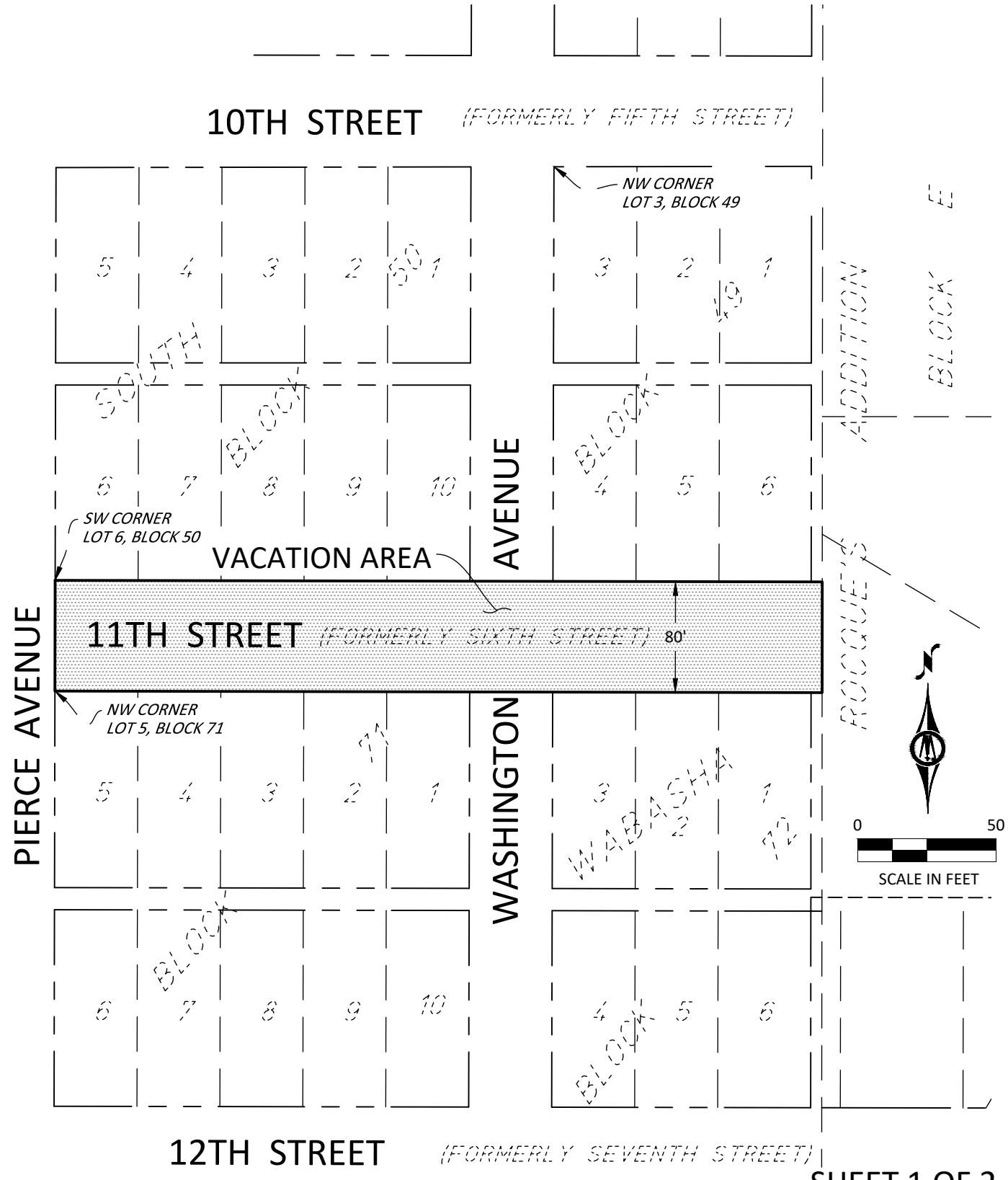
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BOLTON & MENK
Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Wabasha is not responsible for any inaccuracies herein contained.



SHEET 1 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

11TH STREET RIGHT OF WAY, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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VACATION AREA

All that part of the 80.00 foot 11th Street right of way (formerly known as Sixth Street) as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 5, Block 71 and the southwest corner of Lot 6, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of the East line of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/08/2023

Janele Fowlds — Date

License Number 26748

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

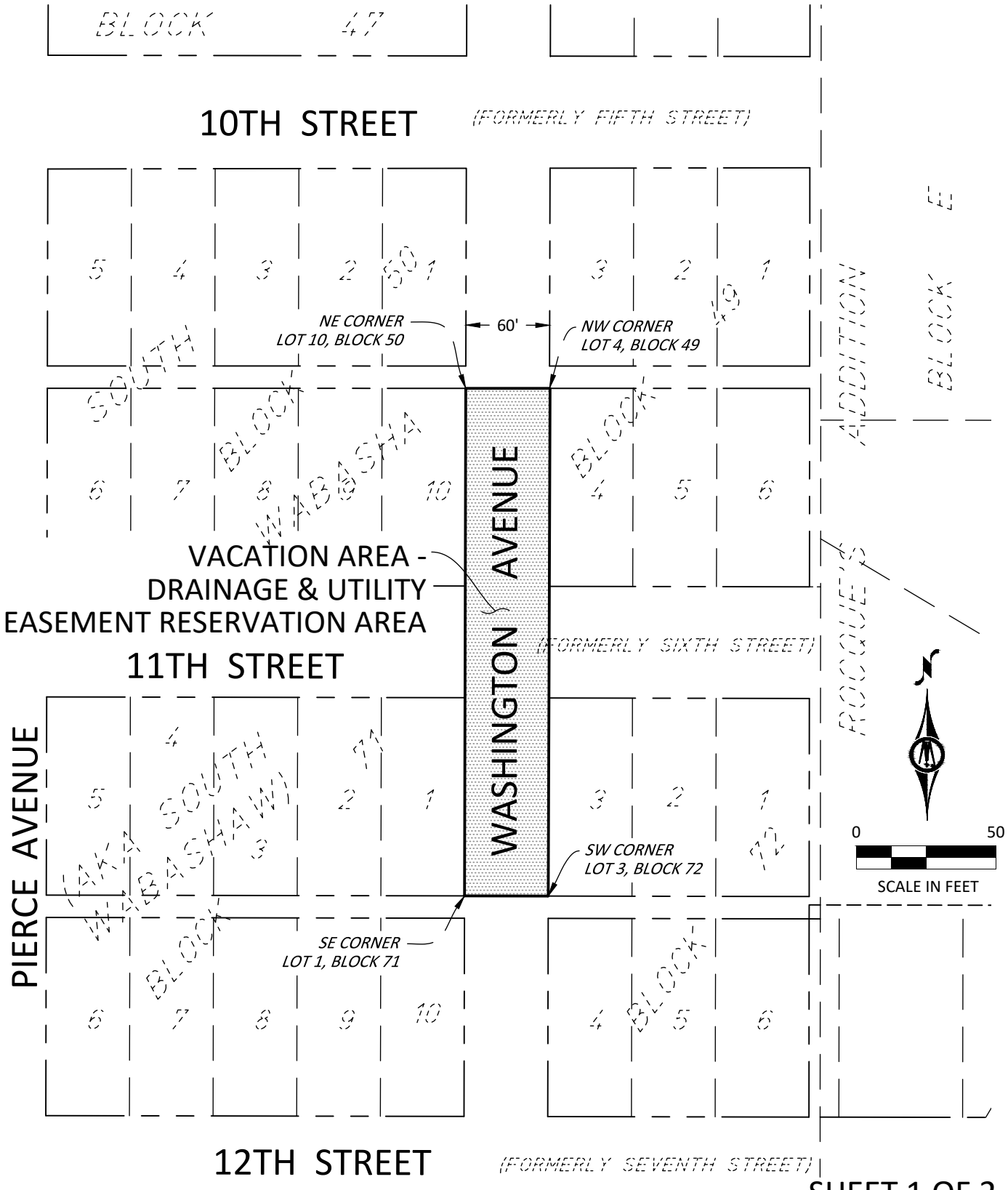
11 STREET RIGHT OF WAY, SOUTH WABASHA, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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SHEET 1 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

WASHINGTON AVENUE RIGHT OF WAY, SOUTH WABASHA, WABASHA COUNTY, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

All that part of the 60.00 foot Washington Avenue right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of a line drawn between the northwest corner of Lot 4, Block 49 and the northeast corner of Lot 10, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of a line drawn between the southeast corner of Lot 1, Block 71 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/18/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

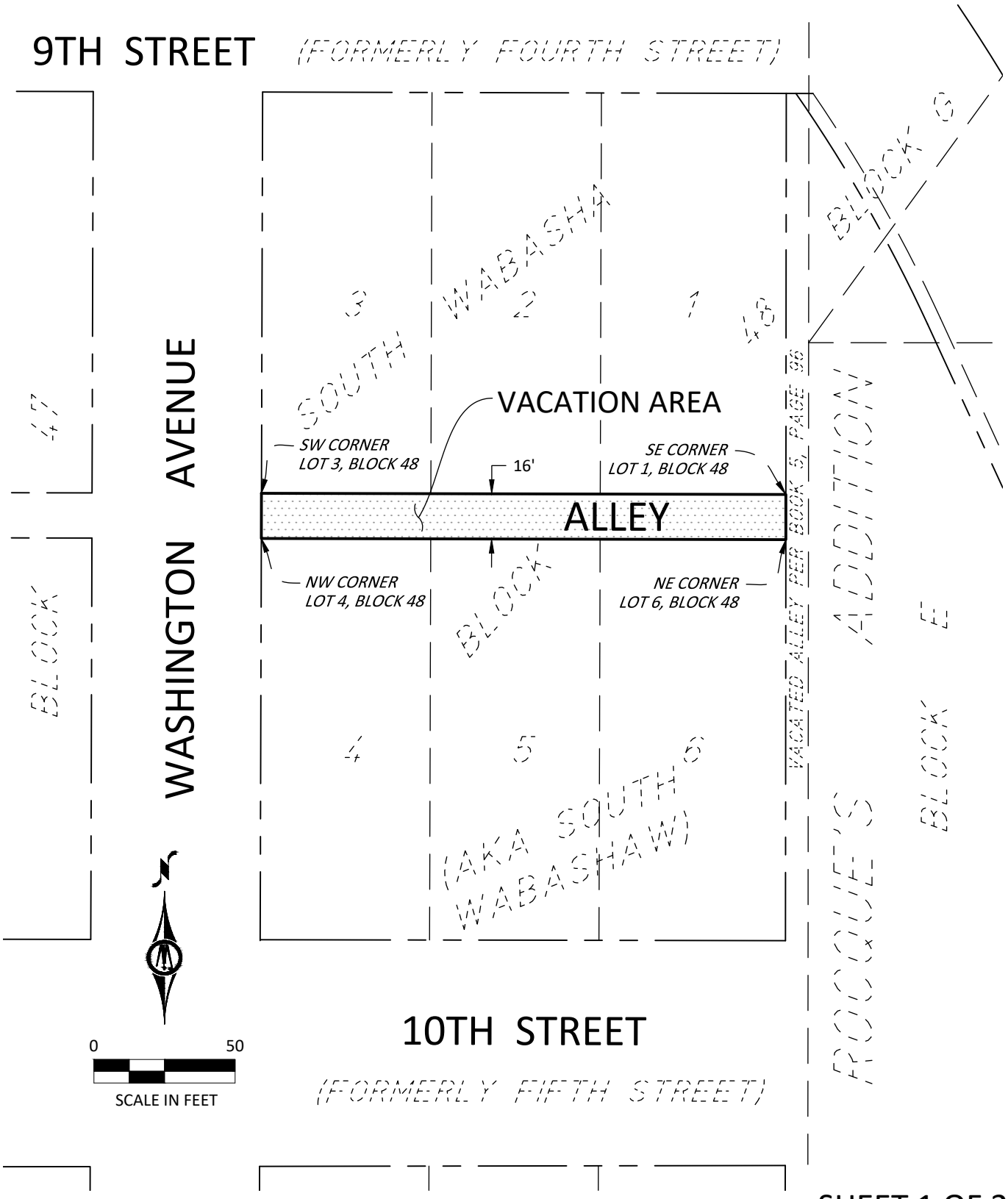
WASHINGTON AVENUE RIGHT OF WAY, SOUTH WABASHA, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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SHEET 1 OF 2

CERTIFICATE OF VACATION
WABASHA, MINNESOTA

ALLEY IN BLOCK 48, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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VACATION AREA

All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 4, Block 48 and the southwest corner of Lot 3, Block 48, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 6, Block 48 and the southeast corner of Lot 1, Block 48, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/08/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

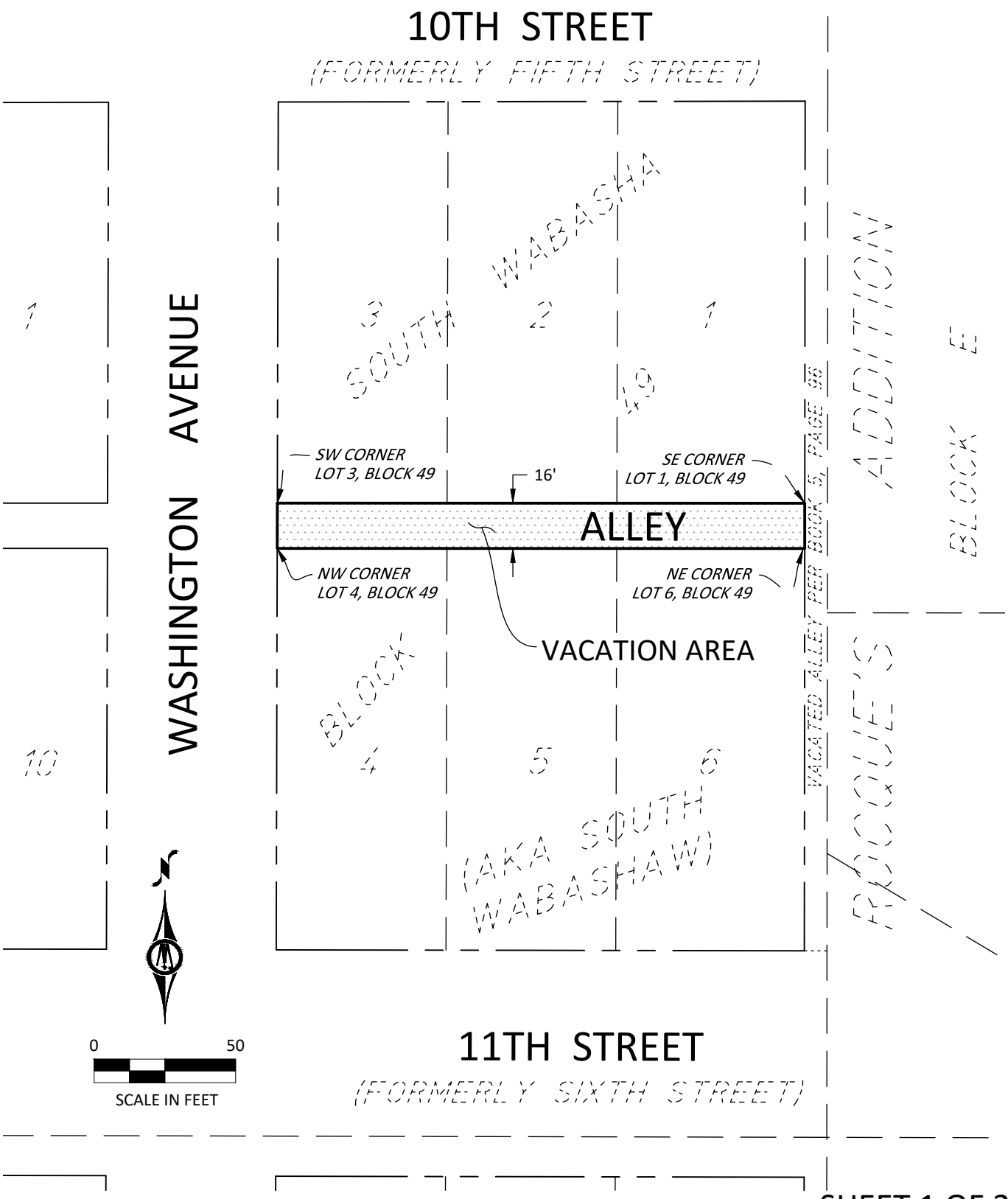
ALLEY IN BLOCK 48, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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SHEET 1 OF 2

CERTIFICATE OF VACATION

WABASHA, MINNESOTA

ALLEY IN BLOCK 49, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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VACATION AREA

All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 4, Block 49 and the southwest corner of Lot 3, Block 49, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 6, Block 49 and the southeast corner of Lot 1, Block 49, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/18/2023

Janele Fowlds
License Number 26748

Date

SHEET 2 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

ALLEY IN BLOCK 49, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

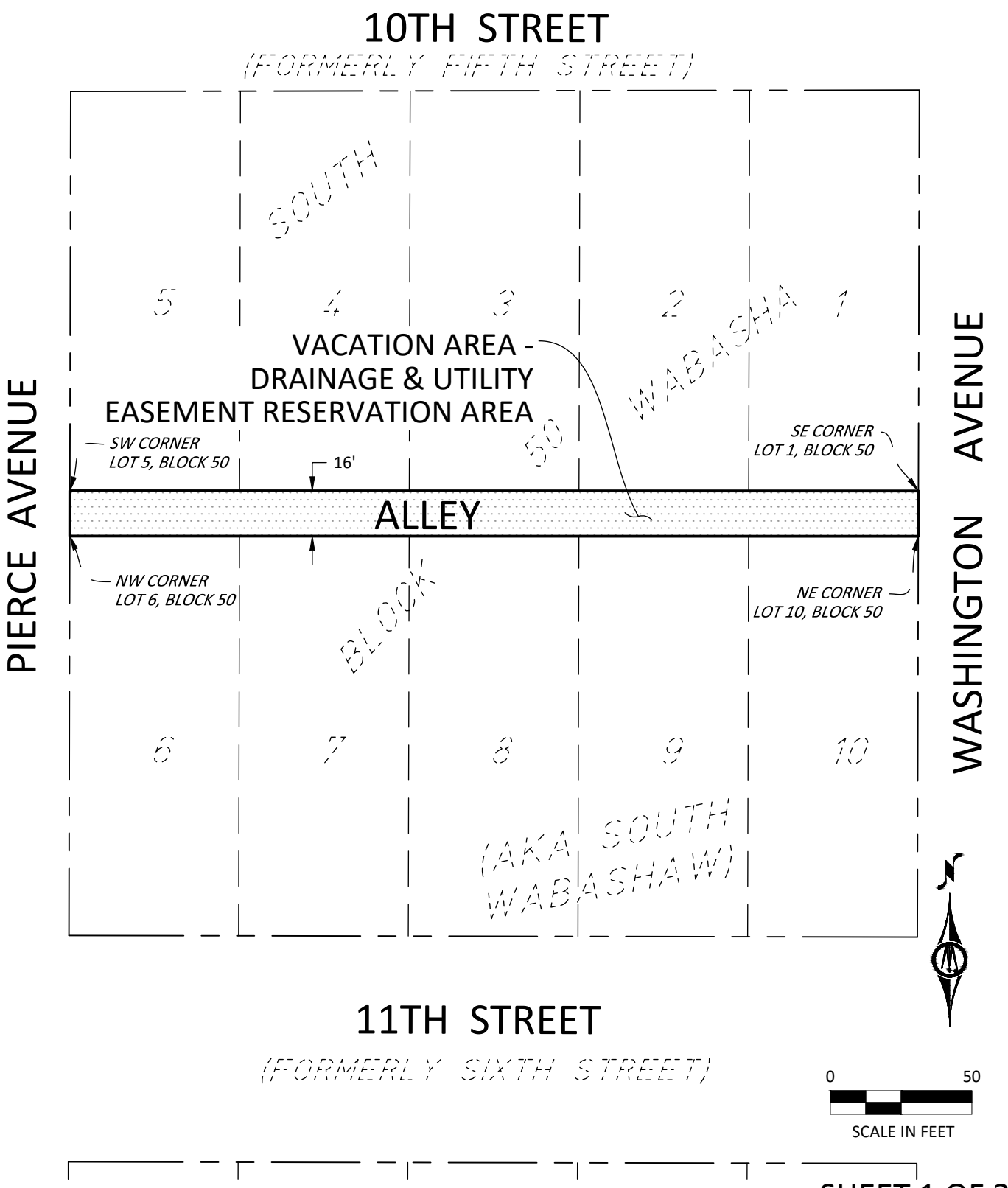
BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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SHEET 1 OF 2

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CERTIFICATE OF VACATION

WABASHA, MINNESOTA

ALLEY IN BLOCK 50, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 6, Block 50 and the southwest corner of Lot 5, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 10, Block 50 and the southeast corner of Lot 1, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/18/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

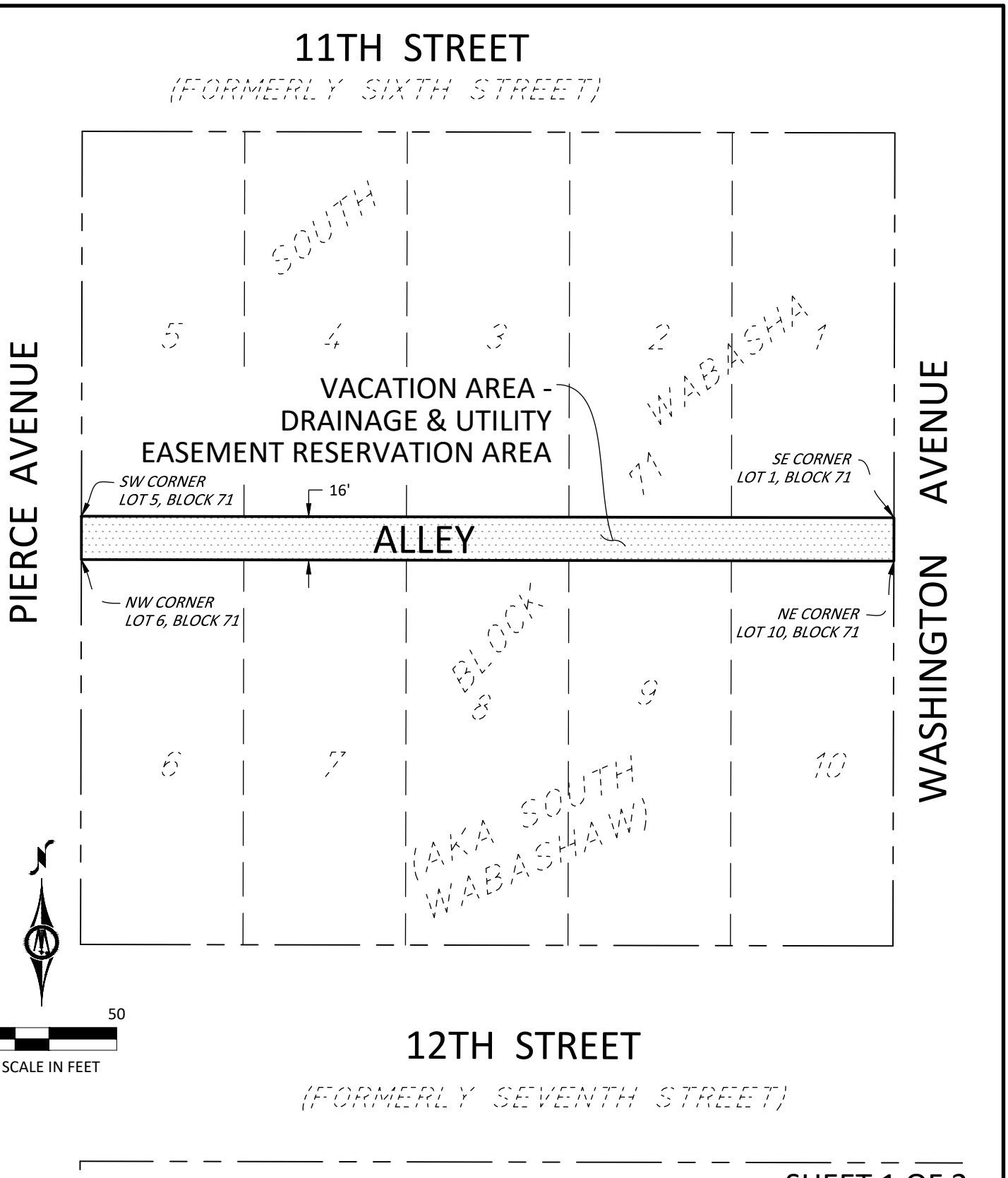
ALLEY IN BLOCK 50, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010



SHEET 1 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

ALLEY IN BLOCK 71, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 6, Block 71 and the southwest corner of Lot 5, Block 71, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 10, Block 71 and the southeast corner of Lot 1, Block 71, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds — 12/18/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

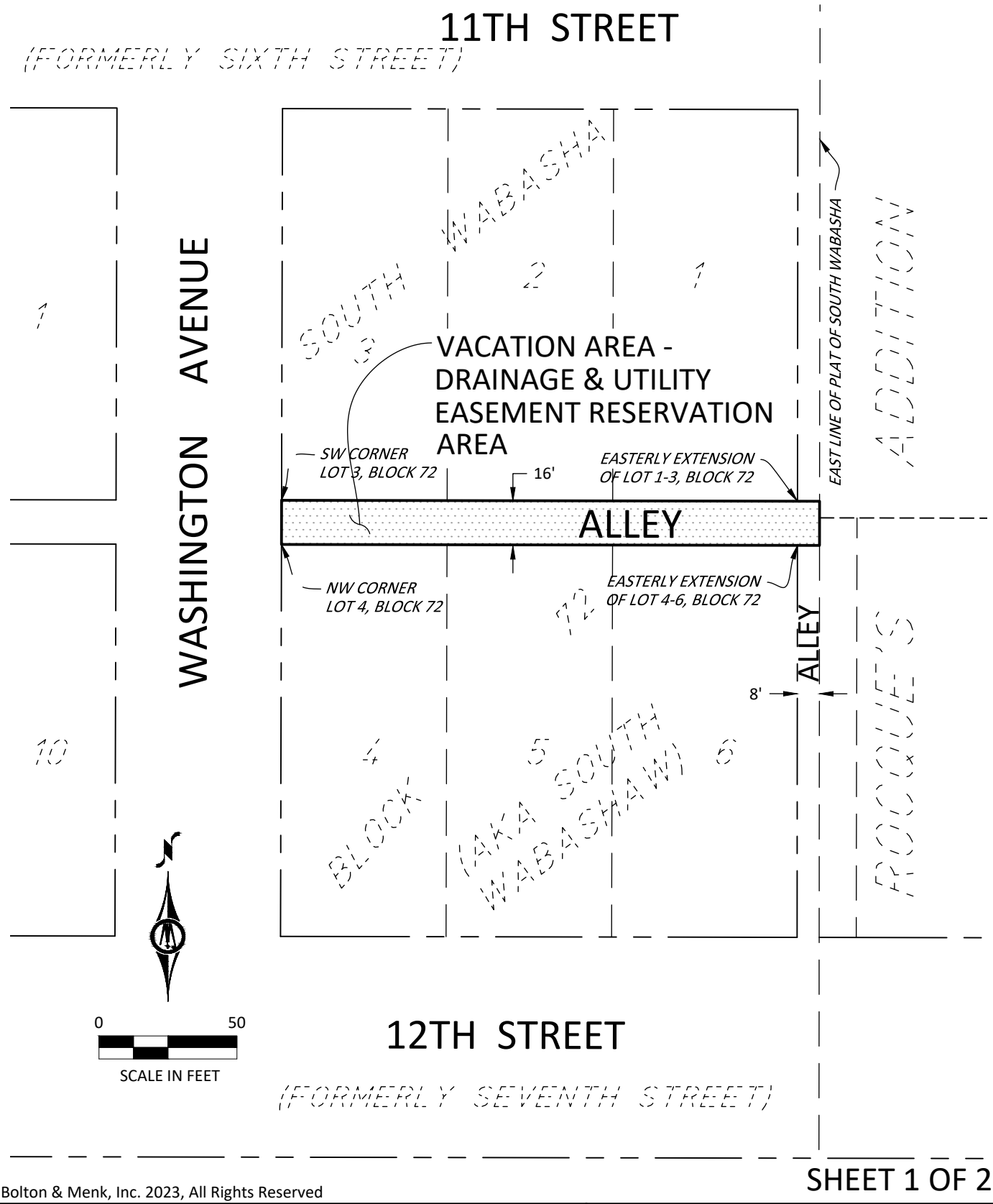
ALLEY IN BLOCK 71, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010



SHEET 1 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

ALLEY IN BLOCK 72, SOUTH WABASHA, WABASHA COUNTY, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010

VACATION AREA - DRAINAGE & UTILITY EASEMENT RESERVATION AREA

All that part of the 16.00 foot Alley right of way and the 8.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) being bound by the following:

On the West by a line drawn between the northwest corner of Lot 4, Block 72 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW);

AND

On the North by the south line of Lots 1, 2 and 3, said Block 72 and their easterly extension;

AND

On the South by the north line of Lots 4, 5 and 6, said Block 72 and their easterly extension;

AND

On the East by the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

SURVEYOR'S CERTIFICATION

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Janele Fowlds — 12/19/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

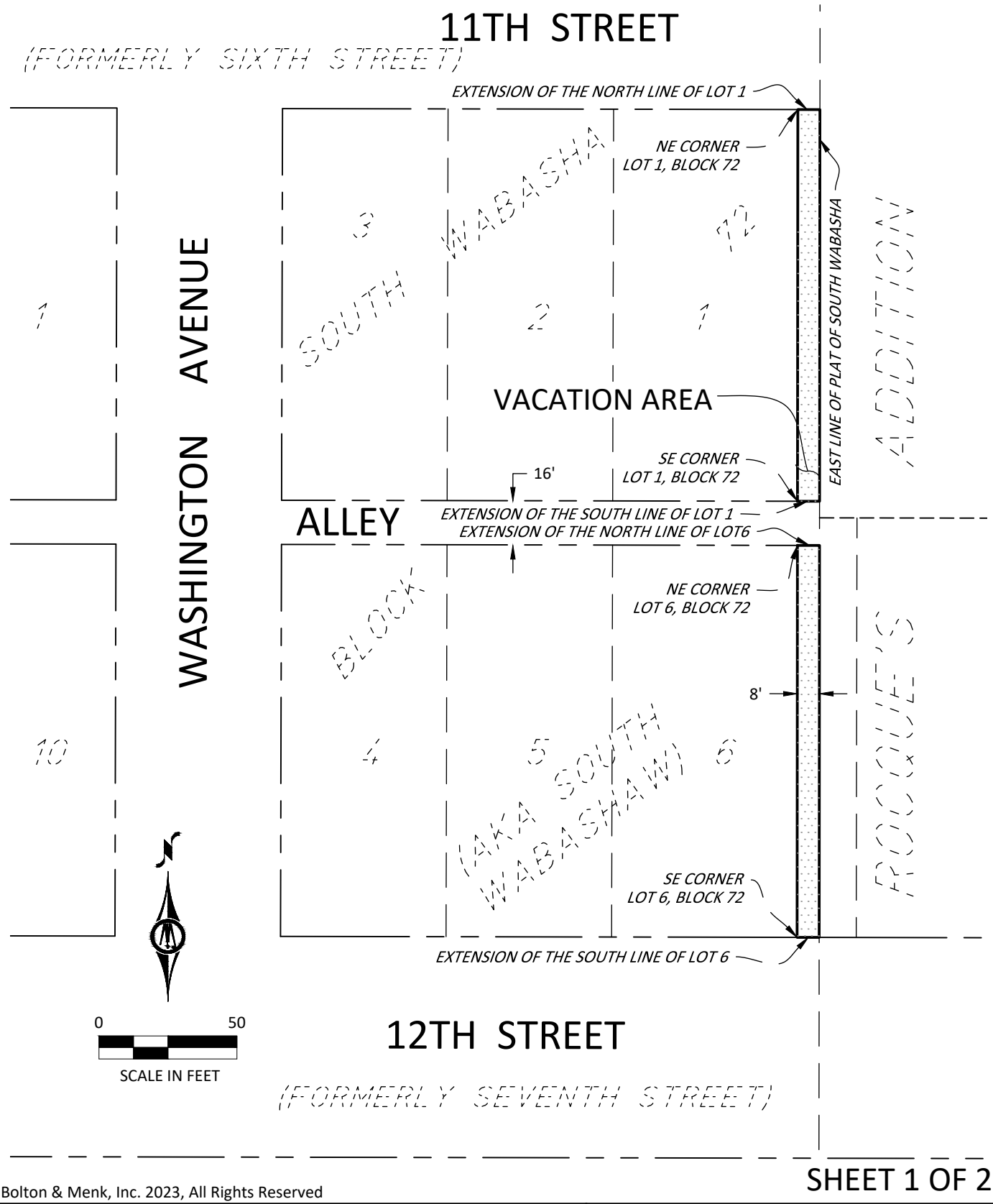
ALLEY IN BLOCK 72, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010



SHEET 1 OF 2

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

ALLEY IN BLOCK 72, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010

VACATION AREA

All that part of the 8.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of the easterly extension of the north line of Lot 1, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of the easterly extension of the south line of Lot 1, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

AND

All that part of the 8.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of the easterly extension of the north line of Lot 6, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of the easterly extension of the south line of Lot 6, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

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Janele Fowlds — 12/19/2023

Janele Fowlds
License Number 26748

Date

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CERTIFICATE OF VACATION
WABASHA, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

ALLEY IN BLOCK 72, SOUTH WABASHA,
WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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20 - S33-111-010

RESOLUTION NO. _____

A RESOLUTION VACATING PORTIONS OF VARIOUS STREETS

WHEREAS, the City Council is interested in vacating, pursuant to Minnesota Statute § 412.851, portions of the following streets and alleys:

- A portion of 11th Street between Pierce Avenue and extending east of Washington Avenue legally described as:

  All that part of the 80.00 foot 11th Street right of way (formerly known as Sixth Street) as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 5, Block 71 and the southwest corner of Lot 6, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of the East line of said plat of South Wabasha (aka SOUTH WABASHAW).

- A portion of Washington Avenue between 10th Street and 12th Street legally described as:

  All that part of the 60.00 foot Washington Avenue right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of a line drawn between the northwest corner of Lot 4, Block 49 and the northeast corner of Lot 10, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of a line drawn between the southeast corner of Lot 1, Block 71 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

- The alley located in Block 48 of the recorded plat of South Wabasha legally described as:

  All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 4, Block 48 and the southwest corner of Lot 3, Block 48, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 6, Block 48 and the southeast corner of Lot 1, Block 48, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

- The alley located in Block 49 of the recorded plat of South Wabasha legally described as:

  All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 4, Block 49 and the southwest corner of Lot 3, Block 49, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 6, Block 49 and the southeast corner of

Lot 1, Block 49, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

- The alley located in Block 50 of the recorded plat of South Wabasha legally described as:

  All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 6, Block 50 and the southwest corner of Lot 5, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 10, Block 50 and the southeast corner of Lot 1, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

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  All that part of the 8.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of the easterly extension of the north line of Lot 1, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of the easterly extension of the south line of Lot 1, Block 72 to the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

  AND

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On the West by a line drawn between the northwest corner of Lot 4, Block 72 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW); AND

On the North by the south line of Lots 1, 2 and 3, said Block 72 and their easterly extension; AND

On the South by the north line of Lots 4, 5 and 6, said Block 72 and their easterly extension; AND

On the East by the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

and

WHEREAS, it is in the interest of the City to reserve public drainage and utility easements over vacated portions of the streets and alleys, such easements legally described as follows:

- A drainage and utility easement over a portion of Washington Avenue between 10th Street and 12th Street legally described as:

  All that part of the 60.00 foot Washington Avenue right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of a line drawn between the northwest corner of Lot 4, Block 49 and the northeast corner of Lot 10, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of a line drawn between the southeast corner of Lot 1, Block 71 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

- A drainage and utility easement over the alley located in Block 50 of the recorded plat of South Wabasha legally described as:

  All that part of the 16.00 foot Alley right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 6, Block 50 and the southwest corner of Lot 5, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of a line drawn between the northeast corner of Lot 10, Block 50 and the southeast corner of Lot 1, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

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a line drawn between the northeast corner of Lot 10, Block 71 and the southeast corner of Lot 1, Block 71, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

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  On the North by the south line of Lots 1, 2 and 3, said Block 72 and their easterly extension; AND

  On the South by the north line of Lots 4, 5 and 6, said Block 72 and their easterly extension; AND

  On the East by the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

WHEREAS, a public hearing to consider the vacation of such street was held on the 6th day of February, 2024, before the City Council in the City Hall located at 900 Hiawatha Drive East, Wabasha, MN, at 6:00 PM after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 24th day of January, 2024 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

1. Notice of the vacation was duly provided to the affected property owner(s).
2. The person(s) identified as receiving the notice of vacation are identified on an Affidavit of Mailing Public Notice signed by the City Clerk.
3. The vacation will benefit the public in that the City will no longer have to bear the expense of maintaining the vacated portions of the streets and alleys.
4. The vacation will benefit the public in that the vacation will allow for the use of the vacated portions of the streets and alleys for the newly constructed Wabasha Athletic Facility by the public.

and

WHEREAS, four-fifths of all members of the City Council concur in this resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WABASHA, MINNESOTA AS FOLLOWS:

That the portions of the streets and alleys described as follows are hereby vacated:

- A portion of 11th Street between Pierce Avenue and extending east of Washington Avenue legally described as:

  All that part of the 80.00 foot 11th Street right of way (formerly known as Sixth Street) as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying east of a line drawn between the northwest corner of Lot 5, Block 71 and the southwest corner of Lot 6, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying west of the East line of said plat of South Wabasha (aka SOUTH WABASHAW).

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On the East by the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

That drainage and utility easements as described below are hereby reserved:

- A drainage and utility easement over a portion of Washington Avenue between 10th Street and 12th Street legally described as:

  All that part of the 60.00 foot Washington Avenue right of way as dedicated per the recorded plat of South Wabasha (aka SOUTH WABASHAW) lying south of a line drawn between the northwest corner of Lot 4, Block 49 and the northeast corner of Lot 10, Block 50, both being part of said plat of South Wabasha (aka SOUTH WABASHAW) and lying north of a line drawn between the southeast corner of Lot 1, Block 71 and the southwest corner of Lot 3, Block 72, both being part of said plat of South Wabasha (aka SOUTH WABASHAW).

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On the South by the north line of Lots 4, 5 and 6, said Block 72 and their easterly extension; AND

On the East by the east line of said plat of South Wabasha (aka SOUTH WABASHAW).

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

Passed by the City Council of Wabasha, Minnesota this _____ day of February, 2024.

_____
Mayor

Attested:

_____
City Clerk

City Council Regular **10. 1.**

Meeting Date: 02/06/2024

ITEM TITLE: Approval of Developer for purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The Wabasha City Council authorized at the City Council Special Meeting on 12/19/2023 to release a request for proposals for the redevelopment of the Grandpa's Barn/Transfer Building Cite and provided authority for a sub-committee of the Port and the Mayor to oversee the review of the proposals. The sub-committee was Mayor Emily Durand, Port Authority President and Council Member John Friedmeyer, Council Member/Port Member Jeff Sulla, David Wodele of Port, Robin Gwaltney of Port. Some of the committee members toured all the developments of the proposers in Pine Island, Zumbrota, and South St. Paul. They also went to Winona but that developer ultimately did not submit a proposal. Mayor Durand and Administrator Gregerson toured all developers through Wabasha on various dates throughout the month of December. CEDA Representatives checked references for all the proposers.

All developers submitted proposals that:
- Need a TIF on the property
- Requested a write-down on the land or land incentive.
- Need the City to apply by April for a Minnesota Workforce Housing Development Grant

The Committee received proposals for development from The Beard Group (Minneapolis, MN), Keller/Baartman Properties (Red Wing, MN), Legacies Investment Group (Rochester, MN), and Rebound Partners (Northfield)-Jamie Judisch (Rochester)- DBS Group (Rochester).

Port Authority is recommending the Council select Keller-Baartman to purchase the land based on a competitive RFP process, subject to terms and conditions negotiated by the City Administrator, with final approval of a real estate purchase agreement by Council.

Please see attached letter for Keller-Baartman for qualifications. Staff also contacted several references and their developments in other communities have been of high quality and well maintained. They are proposal approximately 50 market-rate units, of studio, one, two, and three bedrooms, with covered/heated parking, a fitness room, with target rents of $850 to $1300 per month, depending on final financing.

STAFF RECOMMENDATION:

Approve City Administrator to begin negotiating real estate purchase agreement for their purchase 128 2nd Street West and a Redevelopment TIF with Keller-Baartman Properties.

ACTION REQUIRED:

Approve Keller-Baartman for purchase of 128 2nd Street West, Wabasha, MN and authorize City Administrator to enter into negotiations.

Attachments

Floor Plan_Wabasha (1)
IMG_6417

IMG_6418
IMG_6420
IMG_6421
IMG_6423
IMG_6424
IMG_6427
Site Plan_Wabasha (1)
Unit sizes Wabasha MN
Wabasha Apts Exterior Rendering

KB KELLER/BAARTMAN PROPERTIES

February 5, 2024

Dear Wabasha City Council

My name is Robert Keller, I am writing you on behalf of Keller Baartman Properties. I would like to take this opportunity to introduce you to our company and the services we offer.

We have been in the construction industry and management of our own rental properties for 16 years. We continue to strive to deliver our uncompromising quality that has helped cement our reputation in the industry. We are currently self managing 600 units in the surrounding counties and north of the twin cities. We are also in the process of opening 3 new buildings in the next month. There is a 50 and up independent living facility in Red Wing which contains 78 units, Cannon Falls is a multi family building and has 83 units, St.Michaels is a multi family building with 57 units.

We enjoy working with our local governments and learning each others needs while utilizing local TIF's and grants which bring value to the project. After meeting with your mayor and city planner to discuss Wabasha's housing needs it was clear that a project similar to our Zumbrota project would be well suited for your downtown area.

We are a local company based in Red Wing Minnesota. We utilize local labor when possible and maintain a diverse staff of cleaners, maintenance workers, and management. We strive to give our apartments a modern feel while providing a building that promotes family unity and community involvement.

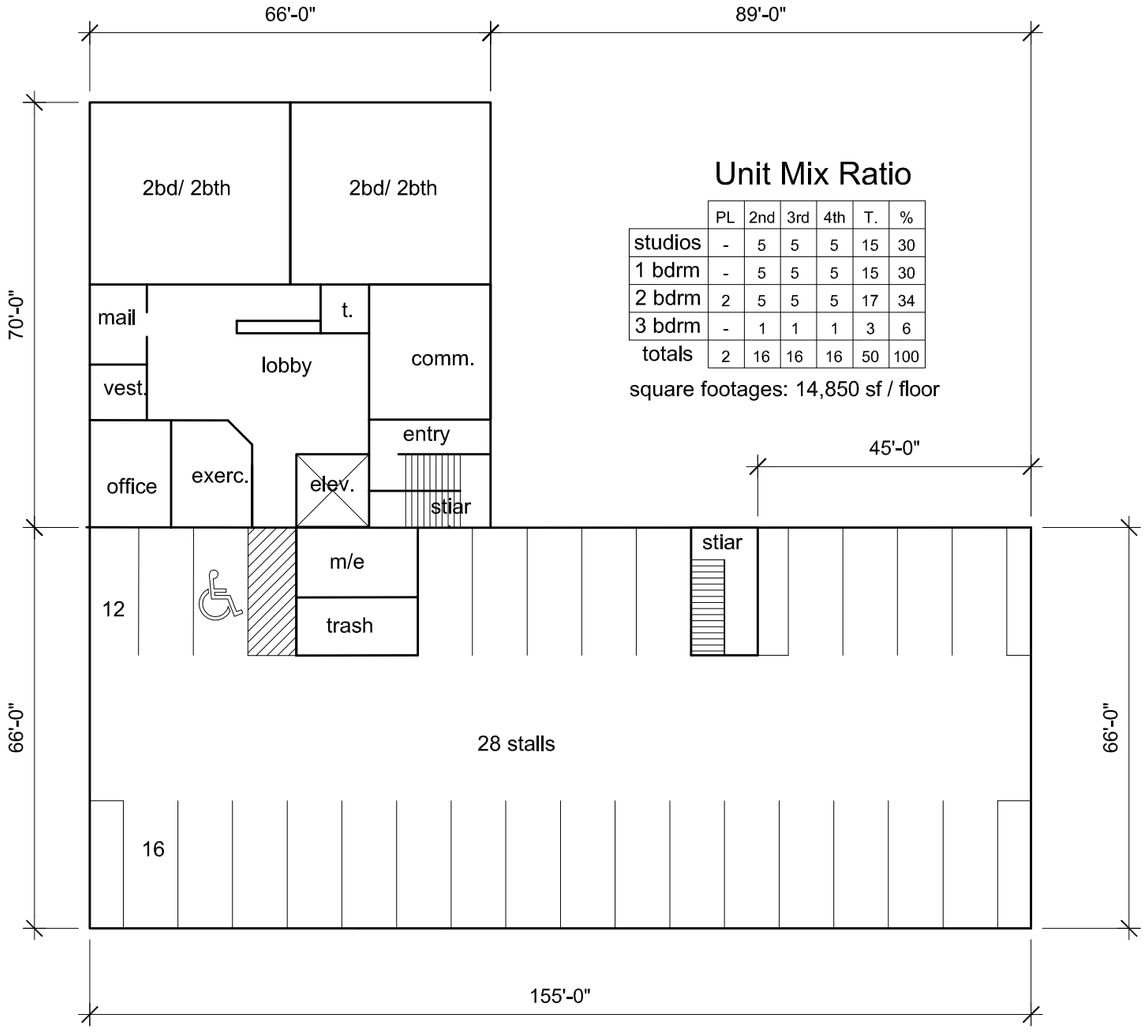
I believe our skills, experience, and enthusiasm make us an ideal partner and we look forward to working with your city government. I am confident we can be a valuable asset to your team and look forward to discussing this amazing opportunity in the future.

Thank you for your time!

Robert Keller

Robert Keller

Keller-Baartman Properties

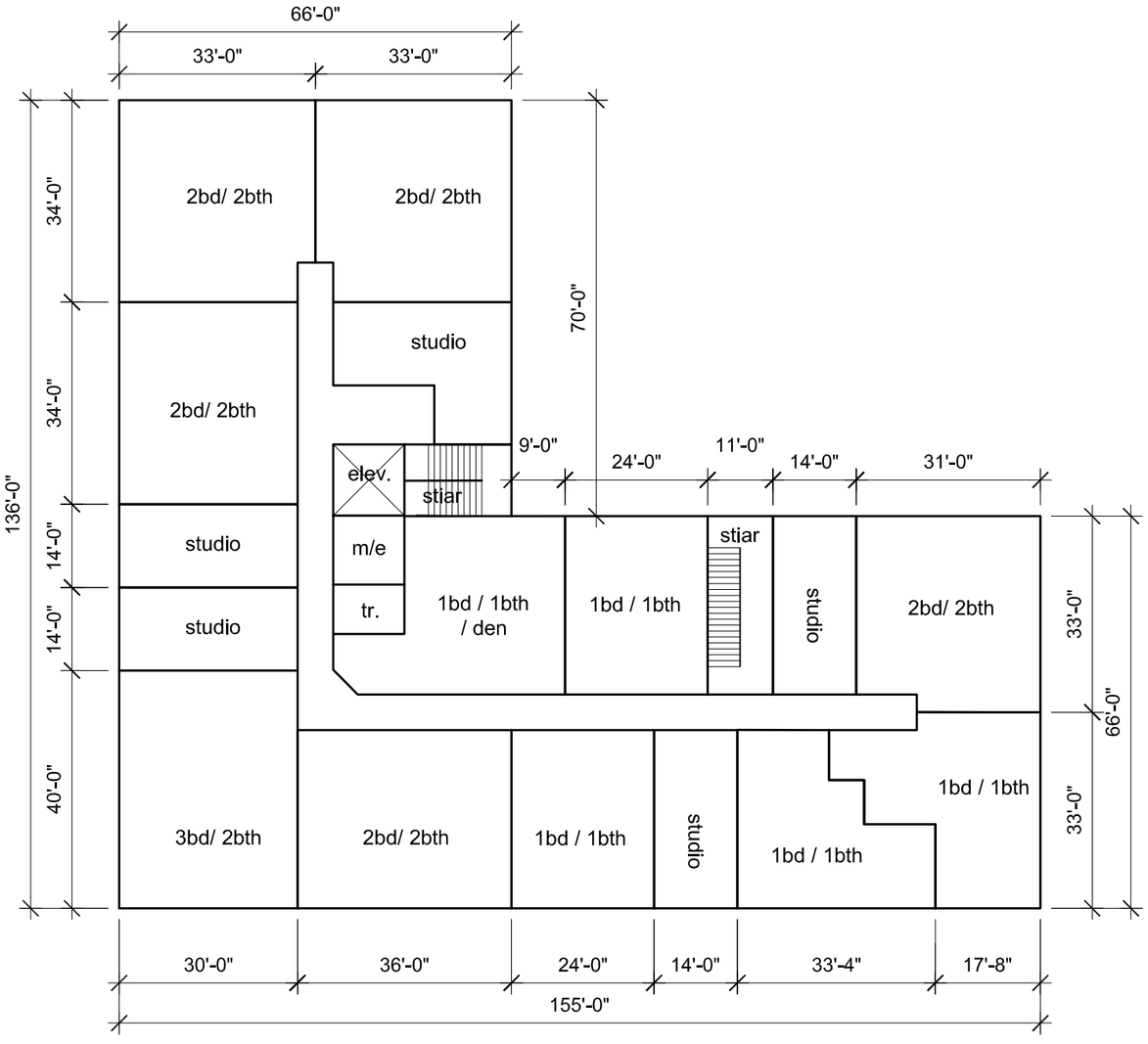


Unit Mix Ratio

	PL	2nd	3rd	4th	T.	%
studios	-	5	5	5	15	30
1 bdrm	-	5	5	5	15	30
2 bdrm	2	5	5	5	17	34
3 bdrm	-	1	1	1	3	6
totals	2	16	16	16	50	100

square footages: 14,850 sf / floor

1st floor - parking level



2nd, 3rd, 4th floor

KELLER/BAARTMAN PROPERTIES | Wabasha Apts. | hma ARCHITECTS





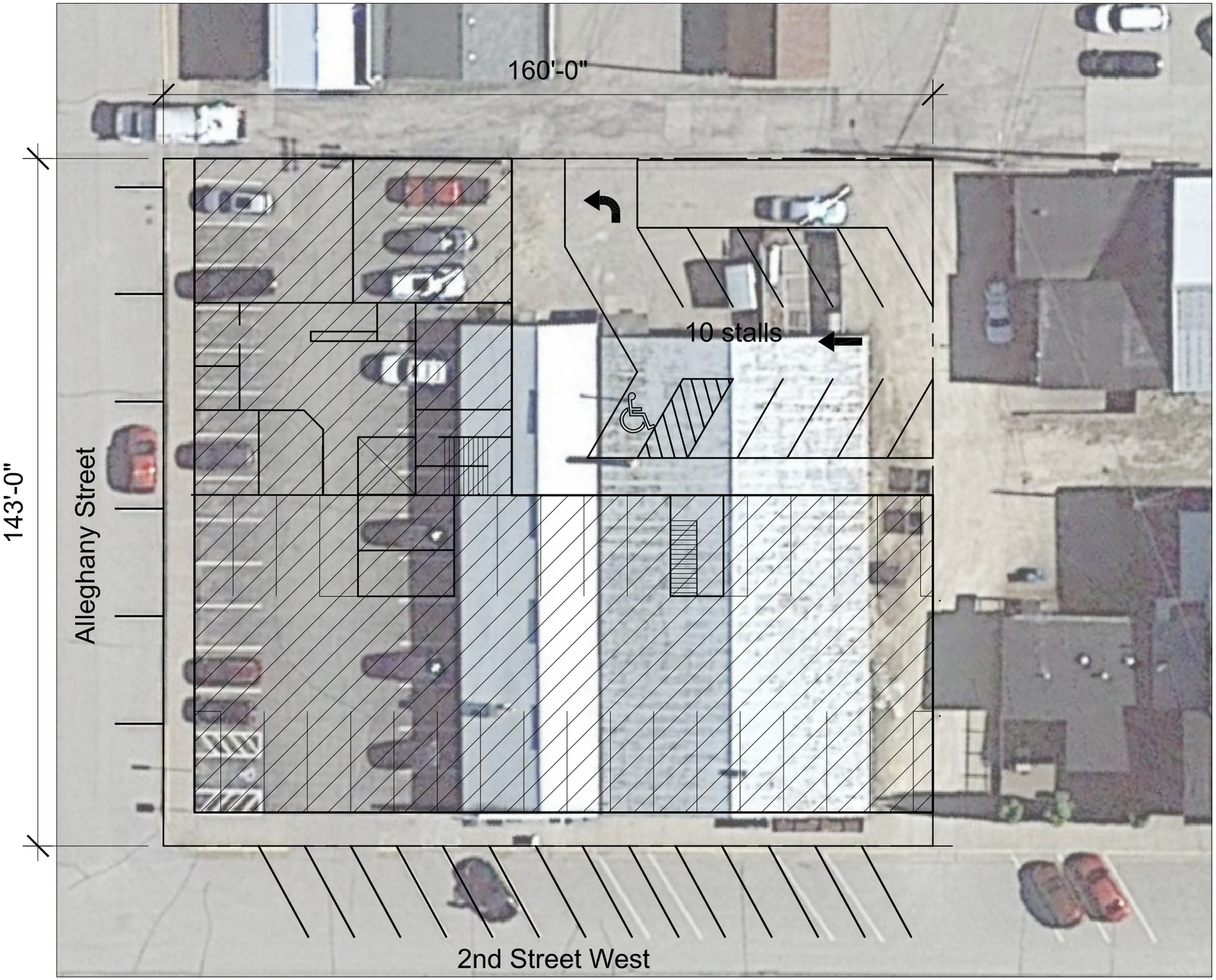







FRIGIDAIRE
FRIGIDAIRE





site plan - preliminary

PLAN NORTH

KB KELLER/BAARTMAN PROPERTIES | Wabasha Apts. | hma ARCHITECTS

KB KELLER/BAARTMAN PROPERTIES

Unit sizes

Studio 445sqft

1 Bedroom 534-792sqft

2 Bedroom 1,027-1,100sqft

3 Bedroom 1,236-1,400sqft



City Council Regular **10. 2.**

Meeting Date: 02/06/2024

ITEM TITLE: Resolution Approval to Restrict the Deeds for the Wabasha Athletic Field

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

It was noted by City Engineer Brian Malm that we need to pass the attached resolution with exhibit A after the public hearing and vacation of the right-of-way which can take place at the same Council meeting, but in appropriate order. Once adopted staff will file the vacation with the County and then file the deed restriction.

ACTION REQUIRED:

motion to approve the attached resolution. (modified with the appropriate date from prior adoption in December.)

Attachments

07-2024 Resolution

Exhibits A

CITY OF WABASHA RESOLUTION 07-2024

"RESOLUTION APPROVAL TO RESTRICT THE DEEDS FOR THE WABASHA ATHLETIC COMPLEX"

WHEREAS the City of Wabasha will receive State of Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program funds for the Wabasha Athletic Complex; and

WHEREAS the DNR requires that any lands developed with assistance from this grant program must be retained solely for public outdoor recreation use; and

WHEREAS the DNR is asking that a restriction be placed on the park property stating that the property cannot be converted to any use other than public outdoor recreation use without the prior written approval of the DNR Commissioner.

NOW THERE FORE BE IT RESOLVED to comply with the Department of Natural Resources Outdoor Recreation Grant #OR23-011, the City of Wabasha does hereby impose the following contract restrictions on the property described in Attachment A:

I. The property shall be permanently managed and maintained for public outdoor recreation use.

2. City of Wabasha shall not at any time convert any portion of the park area to uses other than public outdoor recreation uses without the prior written approval of the State acting through its commissioner of natural resources.

BE IT FURTHER RESOLVED that Mayor Emily Durand for the City of Wabasha is hereby authorized to act as agent on behalf of this sponsoring agency.

Dated this 6th day of February 2024.

_____
Emily Durand
Mayor

_____
Wendy Busch
Wabasha City Clerk

Attachment A

DEED RESTRICTION AREA DESCRIPTION

Lots 1, 2, 3, 4, and 5, Block 71, Lots 1, 2, and 3, Block 72, and Lots 6, 7, 8, 9, and 10, Block 50 all in the plat of SOUTH WABASHAW (aka South Wabasha), according to the plat thereof filed in the Wabasha County Recorder's Office.

AND

Part of Block Forty-Nine (49), plat of South Wabasha (aka SOUTH WABASHAW).

AND

Part of vacated Washington Avenue and part of vacated 11th Street (formerly Sixth Street), part of the vacated alleys that runs easterly and westerly in Block 49, part of the vacated alleys that runs northerly and southerly adjoining Blocks 49 and 72, all in the plat of South Wabasha (aka SOUTH WABASHAW).

AND

That portion of Rocques Addition, lying Westerly of the Westerly right-of-way line of old U.S. Highway No. 61 and between the North Line of Lots Four (4), Five (5), and Six (6), Block Forty-Eight (48) extended, and the South Line of Block Forty-Nine (49) extended, all in the City of South Wabasha (aka SOUTH WABASHAW), Wabasha County, Minnesota, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Wabasha County, Minnesota.

AND

That part of Lots 1, 2, 9 and 10, Block 3, Block E, ROCQUE'S ADDITION, according to the plat thereof filed in the Wabasha County Recorder's Office.

ALL more particularly described as follows:

Commencing at the west quarter corner of Section 33, Township 111 North, Range 10 West, Wabasha County, Minnesota; thence on an assumed bearing of North 00 degrees 07 minutes 38 seconds East, along the west line of the Northwest Quarter of said Section 33, a distance of 650.98 feet; thence South 89 degrees 52 minutes 22 seconds East, a distance of 1587.57 feet to the point of beginning of the land to be described; thence South 03 degrees 30 minutes 27 seconds East, a distance of 164.47 feet to the intersection with a line parallel with the northerly line of 12th Street, distant 165.00 feet northwesterly from said north line of 12th Street, as measured along the southwesterly right of way line of Wabasha County Road No. 30, as platted in WABASHA COUNTY RIGHT OF WAY PLAT NO. 10, as filed in the Wabasha County Recorder's Office; thence South 89 degrees 53 minutes 31 seconds East, parallel with said northerly line of 12th Street, a distance of 6.13 feet to a point 150.00 feet westerly of the intersection of the last described line with the westerly line of the former U.S. Highway No. 61, as measured parallel with said 12th Street; thence South 00 degrees 06 minutes 29 seconds West, perpendicular to the last described line, a distance of 7.78 feet to the intersection with a line parallel with the northerly line of said 12th Street, distant 142.00 feet northerly from said north line of 12th Street, as measured at right angles; thence North 89 degrees 53 minutes 31 seconds West, parallel with said north line of 12th Street, a distance of 279.67 feet to the west line of said ROCQUE'S ADDITION; thence North 00 degrees 03 minutes 15 seconds East, along said west line, a distance of 16.00 feet to the point of intersection with the easterly extension of the south line of Lot 1, Block 72, said plat of South Wabasha (aka SOUTH WABASHAW); thence North 89 degrees 53 minutes 31 seconds West, along the south line of Lots 1, 2, and 3, in said Block 72 and the south line of Lots 1, 2, 3, 4, and 5, in said Block 71, a distance of 554.74 feet to the point of intersection with the easterly right of way line of Pierce Avenue; thence North 00 degrees 07 minutes 14 seconds East, along said easterly right of way line, a distance of 363.14 feet to the northwest corner of Lot 6, Block 50, said plat of South Wabasha (aka SOUTH WABASHAW); thence South 89 degrees 59 minutes 30 seconds East, along the north line Lots 6, 7, 8, 9, and 10, in said Block 50, a distance of 359.88 feet to the northwest corner of Lot 4, Block 49, said plat of South Wabasha (aka SOUTH WABASHAW); thence North 00 degrees 08 minutes 26 seconds East, along the west line of said Block 49 and its northerly extension, a distance of 197.76 feet; thence South 79 degrees 48 minutes 14 seconds East, a distance of 91.81 feet; thence South 50 degrees 00 minutes 00 seconds East, a distance of 100.00 feet; thence North 60 degrees 00 minutes 00 seconds East, a distance of 60.00 feet; thence South 24 degrees 41 minutes 27 seconds East, a distance of 295.00 feet; thence North 65 degrees 18 minutes 33 seconds East, a distance of 145.00 feet to the southwesterly right of way line of Wabasha County Road No. 30, as platted in said RIGHT OF WAY PLAT NO. 10; thence South 24 degrees 41 minutes 27 seconds East, along said southwesterly right of way line, a distance of 163.58 feet to the intersection with a line bearing South 89 degrees 53 minutes 42 seconds East from the point of beginning; thence North 89 degrees 53 minutes 42 seconds West, a distance of 85.15 feet to the point of beginning.

All the right of ways and alleys referenced above are dedicated per the recorded plat of South Wabasha (aka South Wabashaw), according to the recorded plat thereof filed in the Wabasha County Recorders Office. The reference to 12th Street was dedicated as Seventh Street.

DEED RESTRICITON
WABASHA, MINNESOTA

PART OF SOUTH WABASHA AND ROQUES ADDITION, WABASHA COUNTY, MINNESOTA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

FOR:
CITY OF WABASHA

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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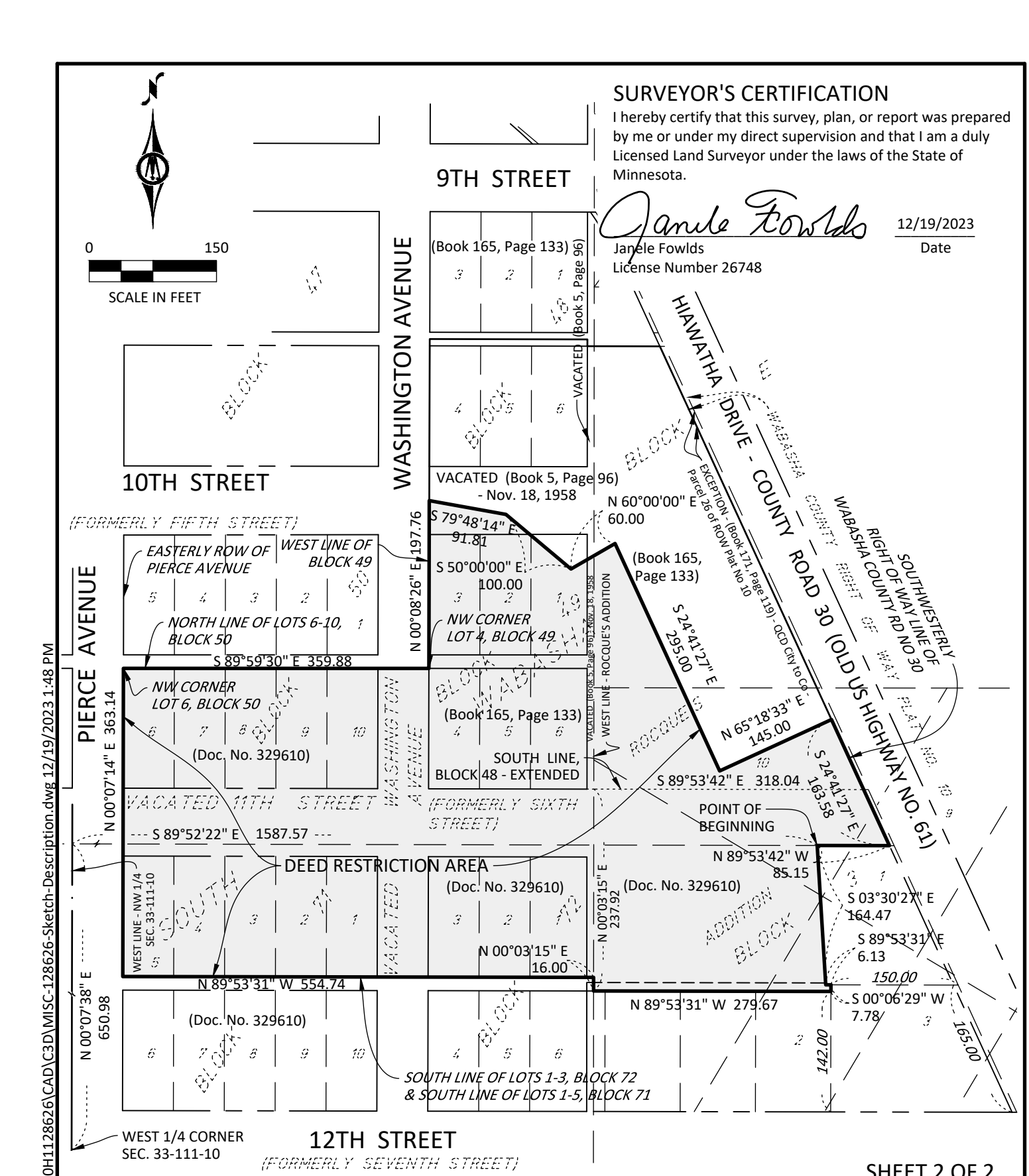
SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds

Janele Fowlds
License Number 26748

12/19/2023
Date



SHEET 2 OF 2

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DEED RESTRICTION
WABASHA, MINNESOTA

PART OF SOUTH WABASHA AND ROQUES ADDITION, WABASHA COUNTY, MINNESOTA

FOR:
CITY OF WABASHA

BOLTON & MENK
2900 43RD STREET NW
SUITE 100
ROCHESTER, MN 55901
(507) 208-4332

JOB NUMBER: 0H1.128626 FIELD BOOK: DRAWN BY: JPB

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City Council Regular **10. 3.**

Meeting Date: 02/06/2024

ITEM TITLE: State Hwy 60/Wabasha County Road 30 Intersection sign

DEPARTMENT: Public Works

PURPOSE:

Discuss the intersection at State Hwy 60 and Wabasha County 30 and the responses from MNDOT personel.

ITEM SUMMARY:

After discussions with MNDOT on the safety at the intersection of 60 and 30, MNDOT stated that they will paint the stop bars and crosswalks after setting up a contract with the City of Wabasha to maintain the painting in the years after. I am not in favor of my guys working within that intersection due to the traffic load, and I do not think that we should be doing their work. They also sent me the attached picture and recommended that we try this pedestrian sign. The price per sign is $315.55 plus shipping. The funds would come from our yearly sign budget.

STAFF RECOMMENDATION:

Recommend pricing out the pedestrian sign, and discuss at both street commission and city council for review, thoughts, and ideas.

Attachments

pedestrian sign picture


Recommend placing R1-6 “In-Street” sign
-No Permit needed
-City purchases sign but lets me know
-Sign is temporary mount (remove during winter season)
STATE LAW
STOP
TO
WITHIN CROSSWALK
STOP
STOP
MN-60
KWIK TRIP

City Council Regular **10. 4.**

Meeting Date: 02/06/2024

ITEM TITLE: 4 & 6 seat city bike discussion

DEPARTMENT: Public Works

PURPOSE:

Discuss the current situation with the 4 & 6 seat city-owned bikes.

ITEM SUMMARY:

Approximately 18 years ago, the City Administrator at the time applied for a grant for the city to purchase 4 and 6 seat bikes for the public to ride around town. The bikes were unmanageable as we did not have a place downtown for storage, nor someone to check the bikes in and out for use. The bikes were found all over town at times, and Public Works would return them to certain spots for use. Dave Wogen came into town with his bike shop, and asked if he could take care of the bikes for us in front of his shop. The city said yes. This past year, David no longer taking care of the bikes for us. They are old, parts are unavailable, and there is no way to check the bikes in or out for safe keeping. A group is also working on a small shelter for our other bikes under the bridge, and I don't think it's a great solution to make it big enough to house these two old units. I need us to make a decision about keeping them, or giving them back to SHIP/Wabasha County for their consideration, or auction if they decide.

STAFF RECOMMENDATION:

To avoid increased manpower tracking these public-use units, and increased maintenance costs, we recommend sending them back to SHIP/Wabasha County since they are beyond their life expectancy, and the usage is very low.

ACTION REQUIRED:

Motion to approve returning the bike units back to SHIP/Wabasha County for their use or consideration of auction.

Attachments

red

blue


WERNER



City Council Regular **10. 5.**

Meeting Date: 02/06/2024

ITEM TITLE: Approve Financial Federal Procurement Policies

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Our auditors are requiring a new policy on how we are handling federal funds. Attached is the policy for adoption by Council.

Staff responsible for implementation. Highlights of extra steps that were not there previously:
- We will have to take extra steps to encourage minority and women-owned businesses are used in procurement of goods. (solicit them for bids, add these requirements to prime contractor)
- Sealed bids must be used in anything over $175,000 (currently our practice) or competitive proposal process (we are required to re-bid out engineering services with Bolton Menk as a result)
- Must always get multiple bids on projects.
- Any assets purchased with grant funds must be tracked separately and be available for inspection during an audit. If we re-sell any equipment, we must follow federal equipment.
- Council involved with approving federal grants.
- If we are requesting staff reimbursement and do not have an indirect cost rate, must track time separately and have timesheets with electronic signatures.
- Check database for debarred contractors.

ACTION REQUIRED:

Adopt Federal Financial Policies for the City of Wabasha and implement all policies outlined.

Attachments

City of Wabasha Federal Financial Policy



UNIFORM GUIDANCE

Policies and Procedures

City of Wabasha
Adopted February 6, 2024

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OVERVIEW

Purpose – This manual has been prepared to document the policies and procedures for the administration of federal awards of City of Wabasha ("City"). These also apply to the Wabasha Port Authority. The Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance/"UG") requires all recipients and sub-recipients of federal funds to establish and maintain internal controls designed to reasonable ensure compliance with Federal laws, regulations and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds. These policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit Federal or State laws or regulations, or the provisions of individual grant agreements.

Hierarchy of Authority– In the event that conflicting guidance on the administration of federal awards is available, the City has deemed federal guidance to be most authoritative, followed by other state or local agencies.

Revisions – Guidance provided by the Federal government through the OMB UG Compliance Supplement are expected to be updated each year. Such updates are considered by the City as they become available, and policies and procedures will be revised accordingly.

Compliance Failures – Compliance failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.

General Accounting and Financial Management

It is the policy of the City to comply with all statutory, regulatory, and contractual requirements in the conduct of, and accounting for, its financial operations. The official books of record for the City will be maintained subject to the following provisions:

1. The City will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.

2. The City will comply with the Super Circular issued by the Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards (2 CFR 200).

3. The City will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.

4. The City will contract annually with an independent CPA firm for the purposes of conducting the City's external financial audit. To the extent that the City has expended federal awards in excess of the applicable single audit limit (currently $750,000), the City will have a single audit performed in accordance with OMB UG.

5. To ensure continuing compliance with all applicable accounting requirements, the City may, at its discretion, contract with a CPA firm to provide internal auditing and/or consulting services.

6. The Finance Director shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports and similar documents). Such records shall be retained as required by contractual or regulatory requirements. The City has adopted the state's records retention schedule as its official guide for records storage, filing and destruction.

7. The City and employees are required to comply with the City's conflict of interest procedures and report any potential conflicts of interest to their managers. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such violations may result in appropriate discipline.

8. The City will request prior approval from Federal agencies or pass-through entities for program or budget changes.

9. The City has implemented the new federal purchasing procedures which follow: acquisitions for micro-purchases (below $25,000 or below $2,000 for construction subject to the Davis Bacon Act) may be awarded without soliciting bids if the City considers the price to be reasonable. Procurements for small purchases (less than $175,000 - Minn. Stat. § 471.345), in which case quotations must be obtained from an adequate number of sources. Procurements made by sealed bid should be made to the lowest responsible (not necessarily the lowest bidder). Procurements made by competitive proposal must have standards to evaluate the selected recipient. Procurement made by non-competitive proposals (to one vendor) may be used only if one of the following applies a) the item is available from a single source, b) an emergency exists c) the Federal agency expressly authorizes non-

competitive proposals, or d) competition is seen as inadequate after solicitation to several vendors.

10. Other procurement procedures include: contractors who develop or draft specifications for bids are precluded from bidding on them. The City must maintain oversight so that contractors perform work as bid. The City must verify to http://www.sam.gov/ if contract is $25,000 or more to review if on the suspended and debarred list for federal grants.

11. Procedures for inventory of federal capital purchases will be maintained by the Finance Department, with the help of the City Engineer, and all items will be tracked annually. See Equipment and Real Property Management for further procedures.

12. The Finance Director (or designee) or the City Administrator are required to certify expenditures.

Purchasing and Procurement

It is the policy of the City to ensure that all disbursements of City funds are properly reviewed and authorized, and consistent with sound financial management principles, and made in compliance with all applicable federal, state and local laws. In order to meet these objectives, all disbursements of City funds shall be subject to the following provisions, to the extent that they do not conflict with or contradict with any specific federal, state or local law or council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

2. The City avoids the acquisition of unnecessary or duplicative items. Additionally, the City considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the City makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.

3. To foster greater economy and efficiency, the City enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the City may purchase it from a cooperative or inter-local agreement if the price is competitive and the goods or service are needed in a timely manner. The Finance Director and the City Administrator will make this determination.

4. The City awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The City considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.

5. The City will award a contract to a contractor who has the appropriate experience, expertise, qualifications and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the City as work is completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.

6. Debarment and Suspension: The City will not subcontract with or award subgrants to any person or company who is debarred or suspended from receiving federal funds. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This list is located at: http://www.sam.gov/.

7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects. In accordance with 2 CFR 200.322, preference is given for goods, products and materials produced in the United States.

8. In order to ensure objective contractor performance and eliminate unfair

competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFPs) are excluded from competing for such procurements. The City does not engage in the following situations that may restrict full and open competition, including but not limited to:

a. Placing unreasonable requirements on firms for them to qualify to do business.
b. Requiring unnecessary experience and excessive bonding.
c. Noncompetitive pricing practices between firms or between affiliated companies.
d. Noncompetitive contracts to consultants that are on retainer contracts.
e. Organizational conflicts of interest.
f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
g. Any arbitrary action in the procurement process.
h. The City conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if possible.

10. The City will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of $175,000.

11. The City will take all necessary affirmative steps to assure that minority businesses and women’s business enterprises, and labor surplus area firms are used when

possible. To accomplish this, the City uses the following required affirmative steps:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
b. Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources.
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

12. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $25,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

13. Small purchase procedures may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than $175,000.

14. Sealed bids ($175,000, formal advertising, price is a major factor). Requirements for sealed bids:

a. The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
c. All bids will be publicly opened at the time and place prescribed in the invitation for bid.
d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

e. Any or all bids may be rejected if there is a sound documented reason.
f. Competitive proposal (> $175,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirement for competitive proposal procedures:
g. Requests for proposals must be publicized requests and identify all evaluation factors and their relative importance.
h. Proposals must be solicited from an adequate number of qualified sources.
i. The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
j. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
k. The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.

15. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:

    a. The item is available only from a single source. This must be documented.
    b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
    c. Any Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the County.
    d. After solicitation of several sources, competition is determined inadequate.

16. Time and materials type contract means a contract whose cost to the City is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.

    a. The City may use a time and materials type contract paid with federal funds in accordance with the above only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.

17. The City ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City accomplishes this by conducting internet searches, including vendor searches and by using other less technologically advanced tools to locate and identify potential contractors.

Federal guidelines are followed regarding the number of bids required.

Note: The City's purchasing policy does not apply to procurement by contractors or subcontractors on projects, federally supported or otherwise.

Payroll and Timekeeping

The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with OMB UG ***if the City or Port is requesting federal funds for staff time on a project and does not have an indirect cost rate. These policies will not be followed unless it's a requirement of the grant.***

1. The payroll records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated including:

    a. The total number of hours worked each day.
    b. The use of any holiday, personal, vacation, sick or other approved time off with pay.
    c. The total number of hours to be paid.
    d. The allocation of those hours to each program or department for which work was performed, when necessary.
    e. The dated signature or electronic signature of the employee and supervisor for each payroll period.

2. Be incorporated into the City's official records.

3. Reasonably reflect the total activity for which the employee is compensated.

4. Encompass federally assisted and all other compensated activities by the City on an integrated basis but may use subsidiary records.

5. Support the distribution of the employee's salary or wages among specific activities if the employee works in more than one area.

6. Budget estimates are not an allowable form of allocation, but may be used in the interim if:

    a. The system for establishing estimates provides reasonable approximations.
    b. Significant work changes are entered into the system in a timely manner.
    c. The City's internal controls include review of after-the-fact interim charges.

7. Salaried employees charged to a federal grant will document time and effort as outlined in paragraph 1 above. The time must also be supported by records indicating the total number of hours worked each day.

It is the responsibility of the employee being charged to a federal award(s) to clarify documentation requirements with the City Administrator or Finance Director and provide appropriate documentation to the Payroll Specialist as it becomes available. The employee should retain a copy of the documentation for his/her personal records. If an after-the-fact correction is necessary to an employee's timesheet due to errors in the allocation of time worked, such corrections must be submitted to the Finance Director and approved in writing by both the employee and his/her supervisor.

Certifications should never be signed prior to the end date of the payroll period being certified. Each certification should be provided to the Finance Department when available. Employees should retain a copy of the certifications for his/her personal records.

Grant Administration

The following policies and procedures will also be applied to the extent that they do not conflict with or contradict any existing Council policies:

Grant Development, Application, and Approval

1. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by "an individual authorized by the *legislative body*", then City Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the City Administrator or designee may, at his or her discretion, approve grant applications.

2. Matching Funds – Grants that require cash local matches must be coordinated through the Finance Department. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted.

   In all cases involving matching funds, the grant applicant should contact the Finance Department to determine the strategy for securing matching funds.

Refer to the section within this manual titled “Matching, Level of Effort and Earmarking” for additional information on compliance with the provisions of the OMB UG Compliance Supplement.

3. Grant Budgets – Most grants require the submission of an expenditure budget. Department Heads should have the Finance Director will review this portion of the grant request prior to submission.

Grant Program Implementation

1. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the program director and/or other official designated in the original grant proposal. However, the authorization to spend grant funds is derived from the City Council through the approval of a grant budget.

2. Establishment of Accounts – The department that obtained the grant will provide the Finance Director with information needed to establish revenue and expense accounts for the project, as well as a project code for tracking purposes. Ordinarily, this information will include a copy of a summary of the project and detail of the full project budget.

3. Purchasing Guidelines – All other City purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements as well as normal staff approvals apply.

Financial and Budgetary Compliance

1. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures, and budgetary compliance, at the grant level. The Finance Director maintains all this information in the financial software system as well; this is the City’s “official” accounting system by the granting agencies.

2. Grant Budgets –The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Program Director be authorized to exceed the total budget authority provided by the grant.

Capital Assets – The City is responsible for maintaining an inventory of assets purchased with grant funds. The City is accountable for them and must make them physically

available for inspection during any audit. The City Council must approve of any sale of these assets. Customarily, the proceeds of the sale can only be used on the grant program that purchased them. (Refer to the specific regulations governing the original grant).

The Finance Director will coordinate this grant requirement. All transactions that involve the acquisition or disposal of grant funded capital assets must be immediately brought to the attention of the Finance Director. Refer to the City's capital assets procedures and the section of this manual titled Equipment and Real Property Management for additional information.

Record Keeping

1. Audit Work-papers – The City's external auditors audit all grants at the end of each fiscal year. The Finance Director will prepare the required audit work papers. Department Heads/City Administrator may be asked to assist in this process, if necessary.

2. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Finance Department will maintain copies of all grant draw requests and approved grant agreements (including budgets). The Program Director should maintain all other records.

Other Guidelines

Specific information on policies and procedures related to compliance with the provisions of the OMB UG Compliance Supplement have been addressed later in this manual and should be considered along with the information in this section.

Year-End Closing and Reporting

The following provisions will govern the year-end close-out process of the City for purposes of external financial reporting:

1. To the extent that the City is required to have a single audit completed in accordance with OMB UG, the City will accumulate the information necessary to prepare a Schedule of Expenditures of Federal Awards ("SEFA") in accordance with federal and state requirements. This schedule will be characterized as follows:

a. The schedule will include all federal financial assistance, including: grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance or direct appropriations. Amounts will be reported whether received directly from the Federal government or through a pass-through entity (in the event that the City is determined to be a sub-recipient and not a vendor).
b. The schedule will be prepared on the same basis of accounting as the related financial statements.
c. Federal awards will be grouped based on Federal awarding agency. Each federal award with current expenditures will be listed along with its Assistance Listing Number, pass-through grantor name (if applicable) and award/pass-through grantor number (if applicable). Such information will agree to the award documentation.
d. If the Assistance Listing Number of a federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related Federal agency, followed by "UNKNOWN".
e. To the extent that amounts are passed through to sub-recipients, a schedule of federal awards provided to sub-recipients will be prepared.
f. In addition to current year expenditures, the schedule will list approved award/grant amount, accrued/deferred revenue at the beginning of the year, current year cash received, current year actual expenditures, and accrued/deferred revenue at the end of the year. If expenditures were incurred relative to this award in the prior year(s), this amount should be disclosed as memorandum-only.
g. Any adjustments to prior year awards, expenditures, and balances (including transfers between grants) will be disclosed in the footnotes to the schedule.
h. Accrued/deferred revenue in the schedule shall agree to the amounts recorded as receivable/deferrals in the related financial statements.
i. To the extent that a separate line item is included in the financial statements for federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.

Additional Federal Awards Compliance Requirements

A number of the federal awards received by the City are passed through the State of Minnesota. Management will consider both the OMB UG Compliance Supplement and any applicable compliance requirements as set forth by the State of Minnesota.

General Information

Source of Information – Each year the Federal government (Office of Management and Budget) issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this manual.

The following pages document the policies and procedures of the City related to compliance with such procedures, as applicable. In each year that the City is subject to a single audit, applicable compliance requirements are expected to be tested in detail by the City's independent auditors.

Objectives – The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the City have been based on the generic sense of the compliance requirement. For selected compliance requirements, this manual addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intention of the City that all federal awards are subject to the following policies and procedures.

Controls over Compliance – In addition to creating policies and procedures over compliance with provisions of federal awards, the City has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. To document these control activities, all independent reviews must be signed/initialed and dated.

Documentation – The City will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the City's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

Activities Allowed/Un-allowed and Allowable Costs/Cost Principles

Source of Governing Requirements – The requirements for activities allowed or un-allowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions or the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. All grant expenditures will follow 2 CFR 200 Subpart E, State law, City policy, and the provisions of the grant award agreement, which will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.

2. Grant expenditures will be approved by department heads initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by approval via the City's accounting software. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.

3. Payroll costs will be documented in accordance with 2 CFR 200 Subpart E as described in the section of this manual titled Payroll and Timekeeping. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement. When allowable, indirect costs will be charged based on the *Cost Allocation Plan* of the County.

Cash Management

Source of Governing Requirements – The requirements for cash management are contained in OMB UG 2 CFR 200.302 & 305, program legislation, Federal awarding agency regulations, and the terms and conditions or the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Substantially all the City's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.

2. Cash draws will be initiated by the Finance Director or City Administrator who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.

3. The physical draw of cash will be processed through SWIFT (Minnesota's State-wide Integrated Financial Tools payment system) or through the means prescribed in the grant agreement.

4. Supporting documentation from SWIFT or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit

purposes.

5. When cash is received in advance or drawn, the City will work to minimize time lapse between transfer of funds and disbursement by the County.

Eligibility

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

1. Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

Equipment and Real Property Management

Source of Governing Requirements – The requirements for equipment are contained in OMB UG 2 CFR 200.310-316, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The following policies and procedures will also be applied to the extent that they do not conflict with or contradict any existing Council policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other federal programs.

2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Finance Director, or designee will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.

3. Equipment records will be maintained, and an appropriate system shall be used to safeguard equipment. Equipment should be assigned to a program and physical location on the inventory. If such equipment is moved, it will be noted and adjusted in the City's capital assets records.

4. When equipment is no longer needed for a federal program, it may be retained or sold with the Federal agency having a right to a proportionate amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

Procedures for Disposition of Equipment:

1. The City will keep, sell, or otherwise dispose of the equipment with no further obligation unless disposal requirements are specifically detailed in the grant.

2. A record of the date, reason and method of disposal or sale will be maintained with the equipment inventory.

Equipment purchased will be identified and kept in a capital asset listing. An equipment listing shall be maintained that includes the following:

a. Asset number and description of the equipment
b. Location of the equipment
c. Depreciation method & years of expected life
d. Acquisition date
e. Cost of the equipment
f. Equipment classification (land, building, equipment, etc.)
g. Make, Model, & Serial number or other identification number
h. Vendor and invoice number to purchase equipment
i. Disposition data including date and sale price of the equipment

A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft will be investigated.

Maintenance procedures are in place to keep the equipment in good condition.

Matching, Level of Effort and Earmarking

Source of Governing Requirements – The requirements for matching are contained in OMB UG 2 CFR 200.306, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The City defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the OMB UG Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually non-federal) or a specified amount or percentage of match federal awards. Matching may be

in the form of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-federal or federal sources for specified activities to be maintained from period to period, and (c) federal funds to supplement and not supplant non-federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount of percentage of the program's funding that must/may be used for specified activities, including funds provided to sub-recipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Compliance with matching, level of effort and earmarking requirements will be the responsibility of the Finance Director.

2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to City administration, auditors, and pass-through or grantor agencies, as requested.

3. Maintenance of effort for grants through the State Minnesota will be determined at the State level.

Period of Performance

Source of Governing Requirements – The requirements for period of performance of federal funds are contained in OMB UG 2 CFR 200.308-309 & 344, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or pass-through grantor agency).

2. All obligations will be liquidated not later than 120 days after the end of the funding

period (or as specified by program legislation).

3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

Procurement, Suspension and Debarment

Source of Governing Requirements – The requirements for procurement are contained in OMB UG and 2 CFR 180, program legislation, Federal awarding agency regulations and the terms and conditions of the award. The requirements for suspension and debarment are contained in OMB UG and 2 CFR 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Purchasing and procurement related to federal grants will be subject to the general policies and procedures of the City (described in the section of this manual titled Purchasing and Procurement).

2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection and the basis of contract price.

3. The Finance Director will be responsible for determining whether the City is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website: http://www.sam.gov/.

Program Income

Source of Governing Requirements – The requirements for program income are found in OMB UG 2 CFR 200.307, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.

2. The City will allow program income to be used in one of three methods:

    a. Deducted from outlays
    b. Added to the project budget
    c. Used to meet matching requirements

    In the absence of specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same project code as the federal grant.

Sub-recipient Monitoring

The City will ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
    a. Subrecipient name (which must match the name associated with its unique entity identifier).
    b. Subrecipient's unique entity identifier.
    c. Federal Award Identification Number (FAIN).
    d. Federal Award Date (see §200.39 Federal award date) to the recipient by the Federal agency.
    e. Subaward Period of Performance Start and End Date.
    f. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient.
    g. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation.
    h. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity.
    i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity.
    k. Assistance Listing Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing Number at time of disbursement.
    l. Identification of whether the award is R&D; and
    m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

The City will perform a written risk assessment of each subrecipient, evaluating their risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in 2 CFR 200.332.

The City will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

The City will verify that every subrecipient is audited as required by OMB UG 2 CFR 200 Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold.

Special Tests and Provisions

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. The Finance Director will be assigned the responsibility for identifying financial-related compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation. Program-related compliance requirements will be the responsibility of the department administering the grant.

City Council Regular **10. 6.**

Meeting Date: 02/06/2024

ITEM TITLE: State Seal and Flag Redesign Resolution

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Council Member Wodele has provided the attached for discussion around the recent State of MN Seal and Flag redesign. He has requested a resolution be added to the April agenda similar to the one attached.

Attachments

Letter to Council

Crow Wing County Resolution

Houston County Resolution

Douglas County Resolution

Wabasha County Letter

26 January 2024

Dear Mayor, Council, and City Administrator Gregerson,

I would like to bring forward a proposed resolution to Council in opposition to redesigning the state flag and seal. The Wabasha County Board was the latest governing body to vote to urge the State Legislative delegation to reject a new state flag and seal and retain the existing one. They join Douglas, Houston, Crow Wing and Nobles County, and the City of Caledonia who have passed similar resolutions. These are the governing bodies that I know of and there may be more to come.

Attached are copies of the resolutions passed by Douglas, Houston, and Crow Wing Counties, and the letter that was sent to the governor by our own Wabasha County Board.

Not only do I echo most of the financial and historical reasoning outlined by these resolutions, I am also very angry at our local, state, and federal institutions that are pushing an agenda to remove statues, rename military bases, and erase symbols of our country and history. A statue of Thomas Jefferson was just removed from the New York City Hall that has been there for 187 years. Hiding behind a veil of taking down, cancelling, and changing symbols that are offensive and racist, the true motivation is to destroy history to more easily make our future. These tactics are exemplified in Mao's Chinese Cultural Revolution, Stalin's Soviet Union, among other destructive societies throughout history. It is all well documented in articles and in history books what the goal of a movement like this is.

I am in favor of adding much harsher language to the resolution with findings that point to items that I have just touched on. I understand that some of our council members may be hesitant to pass a resolution that takes this to another level. With respect to that, I am proposing we follow suit with the same language that has been used in the sample resolutions, and I can pursue my own feedback to our legislature contained within my own correspondence. I feel that it is more important at a council level to get something passed than to further my own crusade. I welcome ideas for other proposed language in the resolution.

I would propose we have a discussion and vote to prepare a resolution, and then once we have the resolution drafted we can have a final vote at a future meeting.

Please feel free to call or e-mail me with questions or feedback, or we can save this for discussion at council.

Thank you,



Brian Wodele, City Council Ward 2

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: January 2, 2024 **Resolution**
OFFERED BY COMMISSIONERS: and

RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Crow Wing County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Crow Wing County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

STATE OF MINNESOTA)
COUNTY OF CROW WING) *ss*

I, Timothy J. Houle, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, 2024, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this < > day of < > 2024.

_____
TIMOTHY J. HOULE
COUNTY ADMINISTRATOR

Resolution No. 24-06

RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Houston County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 9, 2024.

WITNESS my hand and the seal of my office this 9th day of January 2024.

_____

Polly Heberlein
Interim Auditor-Treasurer

Office of the Revisor of Statutes

Office of the Revisor of Statutes

2023 Minnesota Statutes

Authenticate PDF

1.135 STATE SEAL.

Subdivision 1. **Purpose.** This section prescribes the design and states the historical symbolism of the Great Seal of the State of Minnesota.

Subd. 2. **Official seal.** The seal described in subdivision 3a is the "Great Seal of the State of Minnesota." When the seal, the impression of the seal, the scene within the seal, or its likeness is reproduced at state expense, it must conform to subdivision 3 and section 4.04. A seal, impression, scene, or likeness which does not conform to these provisions is not official.

[See Note.]

Subd. 3. **Design.** The design of the seal is as described in this subdivision.

(a) The seal is composed of two concentric borders. The outside forms the border of the seal and the inside forms the border for the illustrations within the seal. The area between the two borders contains lettering.

(b) The seal is two inches in diameter. The outside border has a radius of one inch and resembles the serrated edge of a coin. The width of the border is 1/16 of an inch.

(c) The inside border has a radius of three-fourths of an inch and is composed of a series of closely spaced dots measuring 1/32 of an inch in diameter.

(d) Within the area between the borders "The Great Seal of the State of Minnesota" is printed in capital letters. Under that is the date "1858" with two dagger symbols separating the date and the letters. The lettering is 14-point century bold.

(e) In the area within the inside border is the portrayal of an 1858 Minnesota scene made up of various illustrations that serve to depict a settler plowing the ground near the Falls of St. Anthony while he watches an Indian on horseback riding in the distance.

(f) For the purposes of description, when the area within the inside border is divided into quadrants, the following illustrations should be clearly visible in the area described.

(1) In the upper parts of quadrants one and two, the inscription "L'Etoile du Nord" is found on the likeness of a scroll whose length is equal to twice the length of the inscription, but whose ends are twice folded underneath and serve to enhance the inscription. The lettering is 7-point century bold.

(2) In quadrant two is found a likeness of a sun whose ambient rays form a background for a male Indian in loincloth and plume riding on horseback at a gallop. The Indian is sitting erect and is holding a spear in his left hand at an upward 60-degree angle to himself and is looking toward the settler in quadrant four.

(3) In quadrant one, three pine trees form a background for a picturesque resemblance of St. Anthony Falls in 1858.

(4) In quadrants three and four, cultivated ground is found across the lower half of the seal, which provides a background for the scenes in quadrants three and four.

(5) In quadrant three, a tree stump is found with an ax embedded in the stump and a period muzzleloader resting on it. A powder flask is hanging towards the end of the barrel.

(6) In quadrant four, a white barefoot male pioneer wearing clothing and a hat of that period is plowing the earth, using an animal-drawn implement from that period. The animal is not visible. The torso of the man continues into quadrant two, and he has his legs spread apart to simulate movement. He is looking at the Indian.

[See Note.]

Subd. 3a. **Official seal; May 11, 2024, and thereafter.** The Great Seal of the State of Minnesota is the design as certified in the report of the State Emblems Redesign Commission, as established by Laws 2023, chapter 62, article 2, section 118.

[See Note.]

Subd. 4. **Additional effects; size.** Every effort shall be made to reproduce the seal with justification to the 12 o'clock position. This section does not prohibit the enlargement, proportioned reduction, or embossment of the seal for its use in unofficial acts.

[See Note.]

Subd. 5. **Historical symbolism of seal.** The sun, visible on the western horizon, signifies summer in the northern hemisphere. The horizon's visibility signifies the flat plains covering much of Minnesota. The Indian on horseback is riding due south and represents the great Indian heritage of Minnesota. The Indian's horse and spear and the Pioneer's ax, rifle, and plow represent tools that were used for hunting and labor. The stump symbolizes the importance of the lumber industry in Minnesota's history. The Mississippi River and St. Anthony Falls are depicted to note the importance of these resources in transportation and industry. The cultivated ground and the plow symbolize the importance of agriculture in Minnesota. Beyond the falls three pine trees represent the state tree and the three great pine regions of Minnesota; the St. Croix, Mississippi, and Lake Superior.

[See Note.]

Subd. 6. **State's duties.** State agencies and departments using the seal, its impression, or its likeness shall make every effort to bring any seal, impression, or likeness currently fixed to a permanent object into accordance with this section and section 4.04. Expendable material to which the seal in effect prior to May 11, 2024, or any impression, scene, or likeness of that seal is currently affixed may be used until the supply is exhausted or until January 1, 2025, whichever occurs first. All unused dies and engravings of the Great Seal shall be given to the Minnesota Historical Society, along with all historical information available about the seal, to be retained in the society's permanent collection.

[See Note.]

History: *1983 c 119 s 1; 1987 c 384 art 1 s 1; 2023 c 62 art 2 s 1-4*

NOTE: The amendments to subdivisions 2, 4, and 6 by Laws 2023, chapter 62, article 2, sections 1, 3, and 4, are effective May 11, 2024. Laws 2023, chapter 62, article 2, sections 1, 3, and 4, the effective dates.

NOTE: Subdivisions 3 and 5 are repealed by Laws 2023, chapter 62, article 2, section 133, effective May 11, 2024. Laws 2023, chapter 62, article 2, section 133, the effective date.

NOTE: Subdivision 3a, as added by Laws 2023, chapter 62, article 2, section 2, is effective May 11, 2024. Laws 2023, chapter 62, article 2, section 2, the effective date.

Official Publication of the State of Minnesota
Revisor of Statutes

RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL

Resolution 24-15

WHEREAS: The 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota , Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal; and,

WHEREAS: The Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024; and,

WHEREAS: The official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983; and,

WHEREAS: The official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state; and,

WHEREAS: There is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense; and,

WHEREAS: The public reaction to the proposed designs has thus far been overwhelmingly negative,

THEREFORE, BE IT RESOLVED:

The Douglas County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission; and,

BE IT FURTHER RESOLVED:

The Douglas County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

Dated at Alexandria, Minnesota, this 16th day of January 2024.

BOARD OF COMMISSIONERS
DOUGLAS COUNTY, MINNESOTA

Keith Englund

Keith Englund, Board Chair

ATTEST:

Heather H. Schlangen, Coordinator
Clerk of the Board
Douglas County, Minnesota

WABASHA COUNTY

WABASHA COUNTY COMMISIONERS

Bob Walkes, Board Chair

625 JEFFERSON AVENUE
WABASHA, MN 55981-1529
PHONE (651) 565-3001
FAX (651) 565-4592
bwalkes@co.wabasha.mn.us

January 9, 2024

Governor Walz,

Wabasha County understands that the Legislature created a State Emblems Redesign Commission which was tasked with redesigning the official State flag and official State seal. As you know, the State flag and seal are not only symbols of our State, but also of our history. The current State flag and official State seal contains historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our State. The change that is being proposed does not honor our State history nor does it recognize our agricultural roots.

Additionally, there is a substantial public cost associated with making this change that does not advance the public interest. Costs could include replacing deputy badges, squad car logos, deputy uniforms, State flags at County buildings, seals in every courtroom and County Board Rooms across the State at substantial public expense.

As you have probably heard, the public reaction to the proposed designs has thus far been overwhelmingly negative. The Wabasha County Board of Commissioners urges our legislative delegation and you to reject the work of the State Emblems Redesign Commission and to retain the existing Sate seal and State flag as the official emblems for the State of Minnesota.

Sincerely,

Bob Walkes
Wabasha County Chairperson

City Council Regular **10. 7.**

Meeting Date: 02/06/2024

ITEM TITLE: Local Board of Appeal and Equalization Member Selection for 2024

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The current Council members certified for the Local Board of Appeal and Equalization are:
Sulla, Wodele and Friedmeyer are certified till 2025 and Wallerich is until 2026. Only one member needs to hold the certification for the board to function. We will need to select one council member from each ward to sit on the LBAE for the up-coming hearing on April 11, 2024, 6pm at Wabasha City Hall

ACTION REQUIRED:

Motion to appoint one member from each ward to sit on the LBAE for 2024.

City Council Regular **10. 8.**

Meeting Date: 02/06/2024

ITEM TITLE: Discuss Council Chambers improvements

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Tony Johnson will share with Council discussions with Sue Mundy on potential mural for Council Chambers. Determine if we want to move forward with $100 fee for Sue to create designs and provide estimates.

Discuss other concerns- sound (could be achieved by adding a layer of drywall, an acoustic quilt, add baffles to ceiling)
Lighting

Timing- what years, CIP

City Council Regular **11. 1.**

Meeting Date: 02/06/2024

ITEM TITLE: Resolution 05-2024 February Donations

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

Resolutions 05-2024

CITY OF WABASHA
RESOLUTION No. 05-2024
RESOLUTION ACCEPTING DONATIONS

WHEREAS The City of Wabasha is generally authorized to accept donations of real and personal property under Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS the following persons and entities have offered to contribute the cash amounts or items set forth below to the city for the following.

- **LIBRARY**
  - $1,680 – In memory of Beth Hager by Friends & Family
  - $4,500 – Don Yarolimek
  - $50 – Agatha Hubbard
  - $400 - Anonymous

- **DOG PARK**
  - $100 – Joani Mangold
  - $2,500 – Wabasha Kellogg Community Development Foundation

- **WABASHA ATHLETIC COMPLEX**
  - $2,000 – Kirk & Ann Lineweaver
  - $5,000 – VFW Post 4086
  - $3,000 – American Legion Wabasha Post 50
  - $2,500 – Don & Mary Jacoby
  - $5,000 – Wabasha Kellogg Community Development Foundation
  - $2,500 – Joanie Passe & Larry Anderson
  - $1,000 – James & Rita Pfeilsticker
  - $250 – Theresa Pfeilsticker
  - $1,000 – Dennis & MJ Bussian

- **AMBULANCE**
  - $1,020 – Anonymous

- **GENERAL**
  - $5,000 – Wabasha Fireman's Relief Association

WHEREAS all such donations contributed are determined to be a benefit to the citizens of the City of Wabasha; and

WHEREAS The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WABASHA, MINNESOTA, AS FOLLOWS:

1. The donations described above are hereby acknowledged and accepted and shall be used in accordance with the terms prescribed by the donor.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Wabasha on February 6th, 2024.

Approved:

_____
Mayor - Emily Durand

Attested:

_____
City Clerk – Wendy Busch