



## WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall  
<https://us02web.zoom.us/j/82539841446>  
Meeting ID 825 3984 1446  
Tuesday, May 21, 2024  
5:30 PM

1. **Call to Order -**
2. **Roll Call -**
3. **Consent Agenda -**
  1. April 16, 2024 Port Authority Meeting Minutes
  2. April Port Authority Financials
  3. Terracon Phase 1 ESA Invoice
  4. Wabasha Transport Terminal Bill
  5. Flaherty & Hood Invoice 21180
  6. Bolton & Menk Invoice 0335579
  7. Barge Terminal City Staff Invoice
4. **Old Business -**
5. **New Business -**
  1. Discuss cash flow needs to fund pre-grant award work for Barge Terminal
  2. Approve Anderson House Revolving Loan Fund Withdrawal Request
  3. CEDA Invoice: Hours on the Wabasha Workforce Housing Development Partnership Grant.
  4. MN DEED Redevelopment Grant Application Resolutions
  5. Burying electrical behind 2nd Street Properties Site
  6. Approval of \$3500 for Lead and Asbestos Inspection for 2nd Street Properties
  7. Revolving Loan Fund Interest Rate Discussion
  8. Discuss staffing options Port Authority
  9. Update on Highway Re-Alignment and Phase 1/Phase 2
  10. Blandin Foundation Grant Update
  11. Wabasha Eye Clinic Letter
6. **Coordinators Report -**
  1. May 2024 Coordinators Report
7. **Other -**
  1. Invitation to Wabasha Athletic Complex Grand Opening: May 31 4-7PM
8. Next Meeting - Tuesday, June 18, 2024 at 5:30 PM
9. Adjourn -

**Port Authority**

**3. 1.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** April 16, 2024 Port Authority Meeting Minutes

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review April 16, 2024 Port Authority Meeting Minutes.

**ACTION REQUIRED:**

Approve April 16, 2024 Port Authority Meeting Minutes.

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**Attachments**

April 16, 2024 Port Authority Meeting Minutes

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# DRAFT



## WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall

<https://us02web.zoom.us/j/82539841446>

Meeting ID 825 3984 1446

Tuesday, April 16, 2024

5:30 PM

Present: President John Friedmeyer; Mary Flicek; Treasurer Cory Loechler; Robin Gwaltney; Vice President Jeff Sulla

Absent: Dave Wodele; Craig Falkum

1. **Call to Order -**
2. **Roll Call -**
3. **Consent Agenda -**

Moved by Mary Flicek, seconded by Treasurer Cory Loechler to approve the April 2024 Consent Agenda.

**Vote:** 5 - 0 Adopted - Unanimously

Other: Craig Falkum (ABSENT)

Dave Wodele (ABSENT)

1. March 19, 2024 Port Authority Meeting Minutes
2. March 28, 2024 Minutes from Special Port Authority Meeting
3. March Port Authority Financials
4. Second Quarter 2024 CEDA Invoice

5. Bolton & Menk Invoice 0333572
6. Barge Terminal City Staff Invoice

4. **Old Business -**

5. **New Business -**

1. Approve Anderson House Revolving Loan Fund Withdrawal Request

Grant Carlson presented an update on the progress at the Anderson House. Photos of the progress were reviewed. An explanation was provided for the Northern Shadows invoice that was submitted as part of the Revolving Loan Fund request #3.

Moved by Robin Gwaltney, seconded by Mary Flicek to approve Anderson House revolving loan disbursement request number three for \$20,961.20.

**Vote:** 5 - 0 Adopted - Unanimously

Other: Craig Falkum (ABSENT)

Dave Wodele (ABSENT)

2. Approval of Engineering Work Order for Construction of Barge Terminal

City Administrator, Caroline Gregerson, stated that the committee interviewed three engineering firms for the barge terminal project. A \$533,313 work order from AMI Marine Engineering was presented. Brian Malm stated that both scenarios presented are more favorable than the amounts used in the tipping fee calculations.

Task	Cost
Environmental Review	\$26,400
Civil/Site Final Engineering Permitting	\$121,500
Subconsultant-AMI-Marine Engineering	\$149,400
Subconsultant-Braun Intertec	\$236,013
Total	\$533,313

to approve the \$533,313 work order pending final figures from Braun Intertec which could be amended later.

**Vote:** 5 - 0 Adopted - Unanimously

Other: Craig Falkum (ABSENT)

Dave Wodele (ABSENT)

3. Discussion on Affordability Requirements for Apartments and Update on Grant

The Planning Commission met last week. Public comments were received both supporting and opposing the apartment project. A frequently asked questions file has been published on the City of Wabasha website. The final decision on whether we receive the grant will be received in August.

4. Update on Highway 60 Bonding Request for State Legislature

City Administrator, Caroline Gregerson, stated that MnDot has committed to \$1.7 million in support of the project. This puts the total funding at \$6.7 million. The remaining balance that required funding is city-owned infrastructure. \$4.894 million is the remaining balance needed to fund the project.

6. **Coordinators Report**

1. April 2024 Coordinators Report

CEDA Representative, Dusty Liston, presented a Coordinators Report.

7. **Other -**

8. Next Meeting - Tuesday, May 21, 2024 at 5:30 PM

9. Adjourn -

Moved by Mary Flicek, seconded by Robin Gwaltney to adjourn the April 2024 Port Authority meeting.

**Vote:** 5 - 0 Adopted - Unanimously

Other: Craig Falkum (ABSENT)

Dave Wodele (ABSENT)

**Port Authority**

**3. 2.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** April Port Authority Financials

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review April Port Authority Financials.

**ACTION REQUIRED:**

Approve April Port Authority Financials.

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**Attachments**

April 2024 Port Authority Financials

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Wabasha Port Authority Financial Summary and Projection												
Per April 30, 2024 Bank Statements												
<b>Port Authority Current Account Balances</b>												
Cash and Marketable Securities												
PA Checking												\$166,224
Restricted Funds												
PA Revolving Loan Fund												\$35,392
<b>Total Current Account Balances:</b>												<b>\$201,615</b>
	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
<b>Checking and Money Market Accounts</b>												
<b>Checking and Money Market Revenue</b>												
Misc Interest		\$250			\$250			\$250			\$250	
2024 Tax Levy		\$61,381										
Winter Haul												
<b>Checking and Money Market Revenue</b>	<b>\$0</b>	<b>\$61,631</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250</b>	<b>\$0</b>
<b>Checking and Money Market Expenses</b>												
City of Wabasha - Admin Support		\$7,500						7500				
CEDA	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,686	\$3,686	\$3,686	\$3,686
Legal Costs for Barge Terminal												
Environmental Review (to be reimbursed)	\$25,000		\$25,000									
Interfund Loan from the General Fund												\$150,000
<b>Checking and Money Market Expenses</b>	<b>\$28,511</b>	<b>\$11,011</b>	<b>\$28,511</b>	<b>\$3,511</b>	<b>\$3,511</b>	<b>\$3,511</b>	<b>\$3,511</b>	<b>\$11,011</b>	<b>\$3,686</b>	<b>\$3,686</b>	<b>\$3,686</b>	<b>\$153,686</b>
<b>Checking and Money Market Fund Balance</b>	<b>\$137,713</b>	<b>\$188,333</b>	<b>\$159,822</b>	<b>\$156,312</b>	<b>\$153,051</b>	<b>\$149,540</b>	<b>\$146,029</b>	<b>\$135,269</b>	<b>\$131,582</b>	<b>\$127,896</b>	<b>\$124,460</b>	<b>-\$29,227</b>
<b>Revolving Loan Fund Account</b>												
<b>Revolving Loan Fund Revenue</b>												
Hill Loan Repayment	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550
Anderson House Repayment	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714	\$714
Round the Clock Nutrition Repayment	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183
Cassie Modjeski Repayment	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208
Broken Paddle Repayment		\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63
<b>Revolving Loan Fund Revenue</b>	<b>\$1,655</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>	<b>\$1,719</b>
<b>Revolving Loan Fund Expenses</b>												
Anderson House	\$3,143											
Broken Paddle	\$7,600											
<b>Revolving Loan Fund Expenses</b>	<b>\$10,743</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Revolving Loan Fund Balance</b>	<b>\$26,304</b>	<b>\$28,023</b>	<b>\$29,742</b>	<b>\$31,461</b>	<b>\$33,180</b>	<b>\$34,899</b>	<b>\$36,618</b>	<b>\$38,337</b>	<b>\$40,056</b>	<b>\$41,775</b>	<b>\$43,494</b>	<b>\$45,213</b>
<b>Total Port Authority Balance</b>	<b>\$164,017</b>	<b>\$216,356</b>	<b>\$189,564</b>	<b>\$187,773</b>	<b>\$186,231</b>	<b>\$184,439</b>	<b>\$182,647</b>	<b>\$173,605</b>	<b>\$171,638</b>	<b>\$169,671</b>	<b>\$167,953</b>	<b>\$15,986</b>

Wabasha Port Authority Bank Account Detail

Per April 30, 2024 Bank Statements

Summary	
Port Authority Account Summary	
Checking Account:	\$166,223.52
Revolving Loan Fund:	\$35,391.68
Total	\$201,615.20

Account Details	
Port Authority Checking Account	
March 31, 2024 Balance	\$4,221.94
Deposit: Winter Haul Revenue	\$195,617.74
Deposit: Transfer from Revolving Loan Fund	\$20,961.20
Withdrawal: Valley Publications (Check 649)	\$61.20
Withdrawal: City of Wabasha Barge Terminal Staff (Check 652)	\$1,449.94
Withdrawal: CEDA (Check 653)	\$10,532.25
Withdrawal: Bolton & Menk (Check 654)	\$20,520.80
Withdrawal: Anderson House Revolving Loan Withdrawal (Check 655)	\$20,961.20
Withdrawal: City of Wabasha Barge Terminal Staff (Check 656)	\$1,051.97
April 30, 2024 Balance	\$166,223.52

Port Authority Revolving Loan Fund	
March 31, 2024 Balance	\$54,458.54
Deposit: Anderson House Payment	\$714.29
Deposit: George Hill Loan Payment	\$550.00
Deposit: Modjeski Loan Payment	\$210.00
Deposit: Round the Clock Nutrition Loan Payment	\$400.00
Deposit: Interest	\$20.05
Withdrawal: Transfer to Port Authority Checking (Anderson House Revolving Loan)	\$20,961.20
April 30, 2024 Balance	\$35,391.68

**Port Authority**

**3. 3.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Terracon Phase 1 ESA Invoice

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Terracon Phase 1 ESA Invoice.

**ACTION REQUIRED:**

Approve Terracon Phase 1 ESA Invoice.

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**Attachments**

Terracon Phase 1 ESA Invoice

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# Port Authority Compeer Grant



## INVOICE

200-472-46500-472: Grants/Donations

Saint Paul, MN  
651-770-1600

Project Mgr: Ben Berthlaume

**Project:** Grandpa's Barn-Transfer Building  
128 2nd Street West  
Wabasha, MN 55981

**To:** City of Wabasha MN  
Attn: Caroline Gregerson  
900 Hiawatha Dr E  
PO Box 268  
Wabasha, MN 55981

### REMIT TO:

Invoice Number: TL02971

Terracon Consultants, Inc.  
PO Box 969673  
St Louis, MO 63196-9673

Federal E.I.N.: 42-1249917

Project Number: 41247001  
Invoice Date: 4/19/2024  
For Period: 3/24/2024 to 4/13/2024

Description	Total
Professional Services	
Phase I ESA	\$2,500.00
Subtotal	\$2,500.00
Invoice Total	\$2,500.00

**Port Authority****3. 4.****Meeting Date:** 05/21/2024**ITEM TITLE:** Wabasha Transport Terminal Bill**DEPARTMENT:** Administration

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**PURPOSE:****ITEM SUMMARY:**

Review the invoice for the winter haul and approve payment. The payment will be made once funds are received from US Army Corps. The invoice to army corps has been submitted.

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**Attachments**Invoice 503

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4980 W. 6TH ST.  
WINONA, MN 55987

Date	Invoice #
4/25/2024	503

Bill To
City of Wabasha Port Authority Caroline Gregerson 900 Hiawatha Drive East Wabasha, MN 55981

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
53,074	Contract Work for USACE FYE 24 DMPP Project #W81G6733396482 217 USACE Pit Offloads per 04.19.24 Survey	11.12	590,182.88
<b>Total</b>			\$590,182.88

**Port Authority**

**3. 5.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Flaherty & Hood Invoice 21180

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Flaherty & Hood Invoice 21180.

**ACTION REQUIRED:**

Approve Flaherty & Hood Invoice 21180.

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**Attachments**

Flaherty & Hood Invoice 21180

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FLAHERTY | HOOD P.A.

May 8, 2024

Tyler Grabau  
Finance Director  
City of Wabasha  
[finance@wabasha.org](mailto:finance@wabasha.org)

**VIA EMAIL ONLY**

**Re: Environmental/Regulatory-Corp of Engineers Dredging Matter**

Dear Mr. Grabau:

Please find our bill for services provided related to environmental/regulatory issues for the Corp of Engineers dredging matter in the amount of \$255.00. A detailed invoice of current charges is attached for your review.

If you have any questions regarding this bill, please do not hesitate to contact me.

Thank you,

FLAHERTY & HOOD, P.A.

Michael E. Flaherty

MEF/sc

Attachment

cc: Caroline Gregerson, City Administrator at [cityadmin@wabasha.org](mailto:cityadmin@wabasha.org)

*Carol Gregerson 5/9/2024  
Port Authority*

*200-472-46500-304 Legal Fees*

**MARAD**

# Flaherty & Hood, P.A.

525 Park Street, Suite 470  
St. Paul, MN 55103  
651-225-8840  
Fax 651-225-9088  
Billing Questions: 651-225-8840

May 02, 2024

CITY OF WABASHA  
PO BOX 268  
WABASHA, MN 55981

Invoice Number: 21180  
Client Number: 8981

## **BALANCE SUMMARY**

Total fees incurred on this invoice	\$255.00	
Net current charges		\$255.00
<b>BALANCE DUE</b>		<b><u>\$255.00</u></b>

**RE: ENVIRONMENTAL/REGULATORY- CORP OF ENG DREDGING  
MATTER**

Matter Number 00020

## **PROFESSIONAL SERVICES**

04/29/2024	DMM	Meet with city and Bolton & Menk re EIS and next steps	1.00 hrs	255.00 /hr	255.00
Current Professional Services Charges:					<u>\$255.00</u>
TOTAL CURRENT CHARGES FOR THIS MATTER					<b><u>\$255.00</u></b>

**Port Authority**

**3. 6.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Bolton & Menk Invoice 0335579

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Bolton & Menk Invoice 0335579.

**ACTION REQUIRED:**

Approve Bolton & Menk Invoice 0335579.

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**Attachments**

Bolton & Menk Invoice 0335579

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Real People. Real Solutions.



Please Remit To: Bolton &amp; Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Wabasha  
 finance@wabasha.org; cityadmin@wabasha.org  
 Caroline Gregerson, City Administrator  
 900 Hiawatha Drive East, PO Box 268  
 Wabasha, MN 55981

April 30, 2024  
 Project No: H19.114396.000  
 Invoice No: 0335579  
 Client Account: WABASHA\_CI\_MN

**Wabasha/USACE Dredge Material Plan**

Engineering and Planning Services to Assist the City of Wabasha with the USACE Dredge Material Management Plan

Port Prelim Design, EAW and Permitting (002)

**Professional Services**

	Hours	Amount	
Principal	16.00	3,296.00	
Project Manager	6.00	1,014.00	
Senior Planner	42.00	6,945.50	
Planner	21.00	2,919.00	
Totals	85.00	14,174.50	
<b>Total Labor</b>			<b>14,174.50</b>

**Consultants**

Consultant			
3/31/2024	CJS ColeJenest & Stone	918.50	
	<b>Total Consultants</b>	<b>918.50</b>	<b>918.50</b>

**Total this Task \$15,093.00****Total this Invoice \$15,093.00****Billings to Date**

	Current	Prior	Total
Labor	14,174.50	477,867.75	492,042.25
Consultant	918.50	104,775.02	105,693.52
Expense	0.00	19,130.90	19,130.90
<b>Totals</b>	<b>15,093.00</b>	<b>601,773.67</b>	<b>616,866.67</b>

Carol M. S/10/2024  
 Port Authority - Barge Terminal  
 Project

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that those laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

200-472-46500-303 Engineering Fees

**Port Authority**

**3. 7.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Barge Terminal City Staff Invoice

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Barge Terminal City Staff Invoice May 2024.

**ACTION REQUIRED:**

Approve Barge Terminal City Staff Invoice.

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**Attachments**

Barge Terminal City Staff Invoice May 2024

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**CITY OF WABASHA**

900 HIAWATHA DRIVE EAST  
PO BOX 268  
WABASHA MN 55981  
999-999-9999

**Invoice**

No. 00001842  
Date 5/21/2024

To: WABASHA PORT AUTHORITY  
P.O. BOX 268  
900 HIAWATHA DRIVE EAST  
WABASHA MN 55981

Ship To: WABASHA PORT AUTHORITY  
P.O. BOX 268  
900 HIAWATHA DRIVE EAST  
WABASHA MN 55981

Shipped	Ship Via	Terms	Contract	Contact	Customer PO#
Qty	Unit	Description		Unit Price	Amount
1		Springer 4/16/24 - 5/15/24		\$0.00	\$43.68
1		Johnson 4/16/24 - 5/15/24		\$0.00	\$111.64

Special Instructions	<b>SubTotal</b>	\$155.32
	<b>Tax</b>	\$0.00
	<b>Shipping</b>	\$0.00
	<b>TOTAL</b>	\$155.32
	PAID	\$0.00

Please pay this invoice with in 30 days.  
Make checks payable to:  
City of Wabasha  
PO Box 268  
Wabasha, MN 55981

**Thank You !**

**Port Authority**

**5. 1.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Discuss cash flow needs to fund pre-grant award work for Barge Terminal

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

For both grant awards that the Port has received, neither of them will pay for costs that are incurred before the grant award. Caroline has asked Brian to estimate costs that will need to be paid before in advance of signing grant agreements with the State and Marad and Tyler will present information on available cash flow or the need for a loan.

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**Port Authority**

**5. 2.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Approve Anderson House Revolving Loan Fund Withdrawal Request

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Grant is requesting a withdrawal for the Anderson House revolving loan. Two invoices were provided for the request. The total withdrawal request equals \$2,980.

**ACTION REQUIRED:**

Approve the Anderson House Revolving Loan Fund withdrawal request.

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**Attachments**

JLS Home and Business Services LLC. Invoice \$1,700

JLS Home and Business Services LLC. Invoice \$1,280

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**JLS Home and Business Services LLC.**

**604 Badger Blvd. W  
Stanchfield, MN 55080**

**[jlshomeandbusiness@gmail.com](mailto:jlshomeandbusiness@gmail.com)**

**763-244-4108**

**On Facebook@ JLS Home and Business Services**

**Invoice for services for:  
The Historic Anderson House  
333 Main St. West  
Wabasha, MN 55981**

**11MAR24 – 14MAR24**

- Pickup, transport and deliver commercial oven (132 mi.)
- Clean and prep The lost Dutchman for paint
- Assist in moving commercial freezer
- Paint all sprayed concrete walls in The Lost Dutchman with customer supplied paint

**Total - \$1700.00**



**JLS Home and Business Services LLC.**

**604 Badger Blvd. W**

**Stanchfield, MN 55080**

**[jlshomeandbusiness@gmail.com](mailto:jlshomeandbusiness@gmail.com)**

**763-244-4108**

**On Facebook@ JLS Home and Business Services**

**Invoice for services for:**

**The Historic Anderson House**

**333 Mann St. West**

**Wabasha, MN 55981**

**21FEB24 – 23FEB24**

- Change shower head in room# 36
- Fix toilet in main floor women's bathroom
- Fix chandelier support and wiring at main hotel entrance
- Fix light and mirror in room# 15
- Re-route condensate drain for dining room
- Cap off old condensate drain trap
- Relocate gate from bakery to tasting room/lobby
- Relocate gate from utility room to main bathroom hallway
- Assemble/support wine rack in tasting room
- Install "Barn Door" in tasting room

**Total - \$1280.00**

**Port Authority**

**5. 3.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** CEDA Invoice: Hours on the Wabasha Workforce Housing Development Partnership Grant.

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

The city will submit this for reimbursement under the Bring it Home grant. 50% paid by grant and 50% by Wabasha. The 50% match made by the City through in-kind work.

Sources for In-Kind:

Caroline: \$500

Dusty: \$220

Cathy: \$220

Compeer: \$2,000

**ACTION REQUIRED:**

Approve invoice for CEDA's hours on the Wabasha Workforce Housing Development Partnership grant.

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**Attachments**

CEDA Invoice for Wabasha April 2024

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1500 South Hwy 52  
PO Box 483  
Chatfield, MN 55923  
Phone - 507.867.3164

[www.cedausa.com](http://www.cedausa.com)

April 30, 2024

Wabasha Workforce Housing Development Partnership Grant

Thank you for your partnership with CEDA. Please accept this letter as a billing for CEDA's hours on the Wabasha Workforce Housing Development Partnership grant.

<u>Hourly rate</u>	<u>Actual Hours</u>
\$98	68 hours*

\*The not to exceed estimate on the contract was 60 hours, therefore Wabasha will only be billed for 60 hours.

\$98/hour x 60 hours

**Total due:**

**\$5,880**

Please remit check to:

CEDA  
PO Box 483  
Chatfield, MN 55923

We appreciate your partnership!

Sincerely,

***Ron Zeigler***

Ron Zeigler  
CEO/President

**Port Authority**

**5. 4.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** MN DEED Redevelopment Grant Application Resolutions

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

MN DEED's Redevelopment Grant Application is being submitted for the upcoming housing project. This will cover 50% of the proposed demolition and site infrastructure costs. Current estimates are total project costs to be \$200,000 for demolition and public infrastructure, and request approximately \$100,000. By obtaining additional grant, this would allow some flexibility in available TIF as well, for example if additional funds are needed to cover the costs of burying the electrical. The application is due August 1st which is why staff are applying ahead of knowing the outcome of the grant. This application requires resolutions from the city for the grant. We are asking for Port recommendation to move forward to Council, the source of match would be TIF which the City has already approved.

1. Resolution 1: Municipality Approving the Application
2. Resolution 2: Committing the Local Match and Authorizing Contract Signature

**COMMITTEE RECOMMENDATION:**

Please approve, then placed on June Council agenda.

**STAFF RECOMMENDATION:**

Please approve.

**ACTION REQUIRED:**

Please approve.

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**Attachments**

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**SUBMITTED AFTER JUNE 18, 2024**

**RESOLUTION # 20-2024 - Municipality Approving the Application**

BE IT RESOLVED that the City of Wabasha, has approved the Redevelopment Grant application submitted to the Department of Employment and Economic Development (DEED) on August 1, 2024, by the City of Wabasha for the 128 2<sup>nd</sup> Street West, Wabasha, MN site.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

**Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize both the Mayor and Clerk to execute all contracts**, whereas Home Rule Charter Cities or other public entities may differ.

I CERTIFY THAT the above resolution was adopted by the City Council, of the City of Wabasha, on June 18, 2024.

SIGNED: Mayor Emily Durand

WITNESSED: Wendy S Busch, City Clerk

\_\_\_\_\_(Signature)

\_\_\_\_\_(Signature)

\_\_\_\_\_(Title & Date)

\_\_\_\_\_(Title & Date)





**SUBMITTED AFTER JUNE 18, 2024**

**RESOLUTION # 21-2024 - Committing Local Match and Authorizing Contract Signature**

BE IT RESOLVED that City of Wabasha, act as the legal sponsor for project(s) contained in the Redevelopment Grant Program application to be submitted on August 1, 2024, and that City Administrator is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Wabasha.

BE IT FURTHER RESOLVED that the City of Wabasha has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that the City of Wabasha has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Wabasha may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Wabasha certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

**Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize both the Mayor and Clerk to execute all contracts**, whereas Home Rule Charter Cities or other public entities may differ.

I CERTIFY THAT the above resolution was adopted by the City Council, of the City of Wabasha, on June 18, 2024.

SIGNED: (Authorized Official)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title & Date)

WITNESSED:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title & Date)

## VIII. Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making effective date 1/1/22](#) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

☐ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Click or tap here to enter text.

Signature: \_\_\_\_\_

Organization: Click or tap here to enter text.

Date: Click or tap here to enter text.

**Port Authority**

**5. 5.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Burying electrical behind 2nd Street Properties Site

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

The developer and Port had expressed at prior meetings discussion on burying the electrical behind the site. All the wires create a lot of visual clutter. Would need buy in from Gambels and from Optometrist to potentially cost share. Thoughts on the Port sending out a mailing to all business owners on cost sharing cost to bury electrical behind there? Could use available TIF to cover this cost. Discussion on directing or Port members to engage businesses on the project.

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**Port Authority**

**5. 6.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Approval of \$3500 for Lead and Asbestos Inspection for 2nd Street Properties

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Terracon will perform an asbestos and lead inspection and removal for the cost of \$3500.00. Cathy is applying to Compeer Financial to cover some of the cost. The Port Authority would cover the remaining \$1500 of the cost. This is needed to estimate the cost of demolition for the grant and will also be retained on file as we look to redevelop this property, this assessment needs to be done. We also have committed \$2700 for the Phase 2 analysis that must be from Port funds for the property.

**STAFF RECOMMENDATION:**

Approve Terracon's proposal for lead and asbestos (\$1500 match) and approve \$2700 in matching funds towards the Phase 2 analysis, total \$4200 in Port funds.

**ACTION REQUIRED:**

Approve or Deny

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**Attachments**

Terracon Quote for Services

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13400 15<sup>th</sup> Ave North  
Minneapolis, MN 55441

**P** (763) 489-3100

**F** (763) 489-3101

**Terracon.com**

January 3, 2024

City of Wabasha  
Port Authority Staff  
PO Box 268, 900 Hiawatha Drive East  
Wabasha, MN 55981

Attn: Ms. Caroline Gregerson  
P: (507) 951-3532  
E: [cityadmin@wabasha.org](mailto:cityadmin@wabasha.org)

Re: Proposal for Non-Destructive Pre-Demolition Asbestos and Regulated Materials Inspection  
Grandpa's Barn/Transfer Station  
128 2<sup>nd</sup> Street West  
Wabasha, Minnesota 55981  
Terracon Proposal Number: PMP247XXX

Dear Ms. Gregerson,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to

Community and Economic Development Associates (Client) to conduct a Non-Destructive PreDemolition Asbestos-Regulated Materials Inspection (Inspection) at the above referenced site. The following sections provide an outline of the project, and Terracon's scope of services, including schedule and compensation.

## A. PROJECT INFORMATION

We understand the site is an approximate 0.53-acre parcel developed with two buildings including a food shelf and an event space (Buildings) addressed as 128 2<sup>nd</sup> Street West in Wabasha, Minnesota. The site is assigned Wabasha County Parcel Number R27.00247.00. We further understand that the client is intending to develop the site as a multifamily residential and/or mixed-use building. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Terracon understands that the Client has requested Terracon to conduct an Inspection to include testing for asbestos-containing materials (ACM) and inventorying other regulated materials prior to demolition activities. Terracon understands the Inspection is to include the interior and exterior of the Buildings located on the property (Inspection Area) at the above referenced location.

## B. SCOPE OF SERVICES

Terracon will provide trained, experienced, and licensed personnel to conduct the following services:

### **Asbestos Inspection and Sampling:**

#### **Proposal for Pre-Demolition Asbestos-Regulated Materials Inspection**

Grandpa's Barn/Transfer Station | Wabasha, Minnesota

January 3, 2024 | Proposal No. PMP247XXX



Conduct a visual assessment for suspect ACM within accessible areas of the Inspection Area. Sample collection will result in some isolated damage to materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sampled locations. However, Terracon will temporarily patch materials sampled. Reasonable efforts to access suspect materials within accessible locations will be made, provided these areas are accessible and do not pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials that cannot be safely reached at the time of the requested work.

Roofing materials may be sampled during the Inspection if the roof is accessible with available ladders. The Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling roofing materials. Terracon will apply temporary patching to roof sample locations. However, it is recommended that a roofing contractor be obtained to repair areas damaged by client-requested roof sampling.

Asbestos samples will be submitted to an approved laboratory for a five-day analytical turnaround time. Our proposal is based upon an expectation of collecting and analyzing up to 66 samples with up to three layers per sample. The number of samples will ultimately be determined based upon the number of homogenous materials identified during the Inspection. If more than 66 samples are collected, each additional layer will be invoiced at a fee of \$15 per layer pending your approval.

### **Regulated Materials Visual Inspection and Sampling:**

A visual Inspection for building materials that may be classified as hazardous waste and/or

universal/special waste collectively referred to as “regulated materials” will be conducted. Minnesota Rules 7035.0805 Subpart 5, regarding renovation and demolition projects, identifies items and materials which will require special handling and removal prior to renovation/demolition activities. Terracon will inventory these items.

### **Reporting:**

Terracon will prepare a written report describing the sampling methodology and the results of the Inspection. The Report will describe the number, type and location of building material samples collected, analytical results, estimated quantity and the condition of materials identified as ACM, and an inventory of regulated materials which will require management prior to demolition activities. Unless otherwise instructed, an electronic report will be submitted.

### **Schedule:**

Terracon is prepared to commence work on the Inspection following receipt of a signed agreement. We anticipate completing the field activities in one working day/one mobilization. The analytical turnaround time is five working days for analysis (expedited turnaround is available at additional costs). Preliminary results will be available within 24 hours of Terracon’s receipt of laboratory analytical report. The Report will be available electronically three days following receiving the laboratory analytical reports.

### **Proposal for Pre-Demolition Asbestos-Regulated Materials Inspection**

Grandpa’s Barn/Transfer Station | Wabasha, Minnesota

January 3, 2024 | Proposal No. PMP247XXX



## **C. COMPENSATION**

Terracon will complete the Scope of Services for a lump sum cost of **\$3,500**.

Terracon will only conduct the tasks necessary to complete the scope of services and will immediately notify you in the event our scope of services should change. This proposal is limited to conducting the defined services for your exclusive use. The proposal and anticipated fees are subject to modification should the services be redefined, or additional services or alternative reports be requested.

Terracon’s services will be conducted in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. The services will be conducted in accordance with the scope of services agreed with you, our client. Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

## **D. AUTHORIZATION**

If this proposal meets with your approval, the services may be initiated by returning a signed copy of the attached Agreement for Services to our office. The signed Agreement for Services can be emailed

to [mike.willey@terracon.com](mailto:mike.willey@terracon.com). The Agreement for Services and this proposal including the Scope of Services and limitations it contains shall constitute the exclusive terms, conditions, and services to be provided for this project. This proposal is valid only if authorized within 60 days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

**Terracon Consultants, Inc.**

Mark A. Ciampon

e



Mark A. Ciampone  
Department Manager II

Mike Willey  
Department Manager I

Attachment      Agreement for Services

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Wabasha - MN ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the CEDA - Grandpa's Barn-Transfer Station Pre-Demolition Inspection project ("Project"), as described in Consultant's Proposal dated 01/03/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv)

umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.Client: City of Wabasha - MNBy: \_\_\_\_\_ Date: 1/3/2024

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Mike Willey / Department Manager IName/Title: Caroline Gregerson / City AdministratorAddress: 13400 15th Ave N Address: PO Box 268 900 Hiawatha Drive East Plymouth, MN 55441-4532 Wabasha, MN 55981Phone: (763) 489-3100

Fax: \_\_\_\_\_

Phone: (651) 565-4568

Fax: \_\_\_\_\_

Email: mike.willey@terracon.comEmail: cityadmin@wabasha.org

**Port Authority**

**5. 7.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Revolving Loan Fund Interest Rate Discussion

**DEPARTMENT:** Administration

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**PURPOSE:**

Discuss an interest rate on the RLF program before new funds are replenished.

**ITEM SUMMARY:**

**Purpose of a Revolving Loan Fund:** RLFs are traditionally used to fill a "financing gap" in a business development project. They are designed to alleviate the high cost and short supply of capital for businesses by providing flexible loan terms. Typically, RLFs lower the rate, lengthen the term, or reduce the risk of a loan. By increasing accessibility to capital, RLFs are an effective tool of leveraging. RLFs are typically combined with other public or private dollars and are used to initiate, facilitate, and promote the county's legitimate economic development interests. This program is intended to complement, not replace, existing local development incentives.

If an interest rate is not required, it makes it hard to "make money" for the city/port to revitalize the RLF.

*Current prime rate: 8.5 percent and has not moved since August 2023*

**Local Interest Rates as stated in their guidelines:**

**Wabasha:** 0 percent.

**Lake City:** Minimum loan fixed interest rate shall equal prime rate listed on Wall Street Journal at the time of application submission minus one half (.5) percent.

**Lanesboro:** The interest rate will typically range from 1.25 – 5.25%, and typically will not exceed prime rate by more or less than 2%. The Loan Committee will determine the rate on the day of loan closing based on the evaluation of the applicant's ability to repay and the necessity of below market financing to advance the project. Interest earned on any RLF loan must stay in the fund for use in making additional RLF loans.

**Eyota:** .5 percent above prime at the time of application, but negotiable depending on the work to be done. Currently applications are being approved at 2-2.5 percent.

**Goodview:** 1 percent below prime with a floor of 3 percent

**Lewiston:** 1 percent below prime with a floor of 3 percent: last application (2024) was approved at 5 percent

**Winona County:** 3 percent below prime with a floor of 3.5 percent

**STAFF RECOMMENDATION:**

Approve an interest rate of 1 percent below prime with a floor of 3 percent on all new RLF applications.

---

**Port Authority**

**5. 8.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Discuss staffing options Port Authority

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Discuss options for staffing Port. Will continue to work with CEDA as available.

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**Port Authority**

**5. 9.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Update on Highway Re-Alignment and Phase 1/Phase 2

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Administrator Gregerson recommends that the City move forward with a Phase 1 and Phase 2 on the athletic field. This could be wrapped into a loan by the Port to move forward with preawards costs Barge Terminal. This will be critical information for determining how this project can be advanced forward both for a road and the future development.

**ACTION REQUIRED:**

Direct staff to obtain quotes on a phase 1 and phase 2 for the athletic field from a set of firms recommended by Bolton Menk. Incorporate these costs into borrowing by Port Authority.

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**Port Authority**

**5. 10.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Blandin Foundation Grant Update

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Mayor Durand will update the EDA on the Blandin Foundation Grant.

**STAFF RECOMMENDATION:**

Discussion on the update from Mayor Durand.

**ACTION REQUIRED:**

None.

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**Port Authority**

**5. 11.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Wabasha Eye Clinic Letter

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

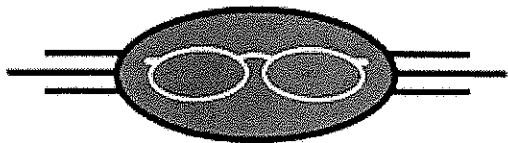
Review and discuss letter from Wabasha Eye Clinic.

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**Attachments**

Wabasha Eye Clinic Letter

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## Wabasha and Plainview Eye Clinics

183 Main St W.	46 3rd St NE
Wabasha, MN 55981	Plainview, MN 55964
651 565 3687	507 534 1234

May 15, 2024

Suzanne Falkenberry, MD  
Dept Ophthalmology and Optometry  
Gundersen Health System  
1900 South Ave  
La Crosse WI 54601

Dennis C Spano, MD  
Gundersen Health System  
Wabasha Clinic-Family Medicine  
1200 Grant Blvd W  
Wabasha, MN 55981

Emily Durand  
Mayor of Wabasha  
PO Box 268  
Wabasha, MN 55981

Dusty Liston  
Community and Business Development  
Wabasha Port Authority  
PO Box 268  
Wabasha MN 55981

Caroline Gregerson  
City Administrator-Wabasha  
PO Box 268  
Wabasha, MN 55981

Matthew Robertson  
OptiRova LLC  
[Matt@optirova.com](mailto:Matt@optirova.com)

Dear Concerned Parties:

My practice in Wabasha at 183 Main St W, Wabasha MN is for sale. My sales agent is Matthew Robertson at OptiRova LLC. I am concerned about the future of eyecare in Wabasha. Please let me know if you have any suggestions.

Sincerely,

Julie L Walsh, O.D., Ph.D.

**Port Authority**

**6. 1.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** May 2024 Coordinators Report

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

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**Attachments**

CEDA Coordinator Report May 2024

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# 2024 Wabasha Port Authority Coordinator Report

Meeting: Tuesday, May 21, 2024

## Housing & Development: 2024 PRIORITY

- Continue to assist exploring the feasibility of listing city-owned land for development (Main Street Property)
- Continue to assist establishing the feasibility of a funding strategy for redevelopment of River Crossings (Hwy 60 reroute)
- Continue to assist the Watch Committee initiatives in coordination with Cathy Enerson, CEDA
- Continue to assist with the redevelopment of Grandpa's Barn/Transfer Station into a 44-unit multifamily housing unit

## Childcare: 2024 PRIORITY

- Working with the Mayor to gain a childcare facility in Wabasha
- Assist potential in-home childcare providers with business startups and resources/funding

## Revolving Loan Fund Program: USDA RBDG application opens around October 2024

- Continue to send monthly emails to all businesses informing them of the EDA's Revolving Loan Program.
- Re-capitalize the revolving loan fund by applying to the USDA Revolving Loan Fund Recapitalization Application in 2025.
- Current RLF holders (5): Anderson House, Round the Clock Nutrition, Hills Hardware Hank, Cassie Modjeski (In-home daycare facility), Broken Paddle

## Business Consulting (Business Retention, Expansion & Attraction): ONGOING

- Continue to assist Wabasha businesses looking for assistance with Port programs (RLF) and business start-ups, expansions, relocation, etc. or any needs entrepreneurs may have in coordination with the Wabasha Chamber of Commerce
- Continue to send out SBA, SMIF, and DEED grant and loan relief programs by email to businesses.
- Currently building an up-to-date business directory for proper outreach services and updated employee numbers for each business
- Assisting with the Food Share relocation and grant writing, if needed.
- Continue to develop a Façade Improvement Program

## Façade Improvement Program: ONGOING

- August 1, 2024 the program is set to start

## Barge Terminal/Highway 61 project AS NEEDED

- Participate in Port Association meetings and obtain funding for the Barge Terminal as directed by City Administrator and Port Authority President
- Capitalize and operationalize the development of the terminal with the assistance of the City Administrator and Port Authority President
- Port Authority has received \$5 million in funding for the Highway 60 re-alignment project

### **Grant Opportunities (past and current):**

- SMIF – Small Town Grant – Summer 2024
- USDA – RLF – 2 cycles/year (need letter of interests from local businesses to exhaust funds on time)
- MN DNR grants – Parks and Recs – Every Spring
- Compeer Financial Grants – always available – General Use Grant – Food Share Relocation

### **Progress Made (November 2023 to present):**

- Connected with businesses to access their needs – **continuous**
- Built a Business Directory – **continuous**
- Port Authority website development - **continuous**
- Attended the Chamber of Commerce Business Roundtable – Façade Improvement Program born
- Implemented Location One, or LOIS, on the Port Authority's webpage
- Assisted with 2 developer site visits for upcoming housing projects
- Created a Façade Improvement Program
- Assisted with reference checks for the 4 developer proposals submitted to the city
- Assisted Broken Paddle, Michael Anderson, with the submittal of his RLF application
- Reference calls/emails to 4 potential housing developers for the 2<sup>nd</sup> Street property
- Assisted with letters of support for the MN Workforce Housing Grant to major employers
- Visited with Wabasha Early Childhood Care facility manager, Jane, and the mayor 2.27.24
- Attended a Food Share meeting with Dave and the Mayor on 3.5.24
- Working with CEDA team members for assistance with the Workforce Housing Grant
- Assisted the Food Share with grant opportunities. Attended the 4.9.24 meeting.
- Assisted two businesses with SMIF's Competitive PROMISE Act grant opportunity
- Assisted Cathy, the city, and KB with the MN DEED Redevelopment Grant due 1 August 2024
- Continue to send Chris S. grant opportunities for the Food Share Relocation
- Recommending RLF guideline changes (interest rate)
- Assisting with the MN DEED Redevelopment Grant for the Housing Project

**Port Authority**

**7. 1.**

**Meeting Date:** 05/21/2024

**ITEM TITLE:** Invitation to Wabasha Athletic Complex Grand Opening: May 31 4-7PM

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

The City of Wabasha and the Wabasha Athletic Complex Steering Committee would like to invite you to the Wabasha Athletic Complex Grand Opening. The Wabasha Athletic Complex Grand Opening will be taking place on Friday, May 31 st from 4PM – 7PM and will feature two Saint Paul Saints Spotlight games in addition to a Color Guard ceremony, ribbon cutting and other festivities. Additional details are below. Please let me know if you would be interested in covering the event or if you have any questions. Thanks!

[Wabasha Athletic Complex](#)

[Saints Spotlight Games | Saints \(milb.com\)](#)

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