



## WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

Wabasha City Hall  
<https://us02web.zoom.us/j/82539841446>  
Meeting ID 825 3984 1446  
Tuesday, June 18, 2024  
5:30 PM

1. **Call to Order -**
2. **Roll Call -**
3. **Consent Agenda -**
  1. May 21, 2024 Port Authority Meeting Minutes
  2. May Port Authority Financials
  3. Bolton & Menk Invoice 0337754
  4. Flaherty & Hood Invoice 21415
4. **Old Business -**
5. **New Business -**
  1. Resolution 01-2024 Approving the Purchase of 1600 5th Grant Boulevard (Carrels Property) for \$250,000
  2. Approval to survey land for city-owned sites to facilitate future development
  3. Kwik Trip and the old Athletic Field Input
  4. Potential approval of Bolton Menk consultant costs associated with MnDot Grant applications for TED
  5. CEDA Coordinator Goals
6. **Coordinators Report -**
  1. June 2024 Coordinators Report
  2. Section 217d agreement
7. **Other -**
8. Next Meeting - Tuesday, July 16, 2024 at 5:30 PM
9. Adjourn -

**Port Authority**

**3. 1.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** May 21, 2024 Port Authority Meeting Minutes

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review May 21, 2024 Port Authority Meeting Minutes.

**ACTION REQUIRED:**

Approve May 21, 2024 Port Authority Meeting Minutes.

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**Attachments**

May 21, 2024 Port Authority Meeting Minutes

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# DRAFT



## WABASHA PORT AUTHORITY AND DEVELOPMENT AGENCY

WABASHA CITY HALL  
Tuesday, May 21, 2024  
**5:30 PM**

Present: President John Friedmeyer; Board Member Dave Wodele; Treasurer Cory Loechler; Board Member Robin Gwaltney; Vice President Jeff Sulla; Board Member Mary Flicek; Board Member Craig Falkum

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

Moved by Vice President Jeff Sulla, seconded by Board Member Robin Gwaltney to approve the Consent Agenda.

**Vote:** 7 - 0 Adopted - Unanimously

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

Cash flow needs for the pre-grant award work for the barge terminal were discussed. Finance Director, Grabau, stated that cash flow analysis was being performed to see if the Port Authority could loan funds from other city operations or if a microloan would be needed. City Engineer, Brian Malm, presented different scenarios. Malm stated that the city share of the project would be between 551,000 and \$700,000.

2. Approve Anderson House Revolving Loan Fund Withdrawal Request

An Anderson House revolving loan fund disbursement request was reviewed. Loechler stated that one of the invoices might be a duplicate from the previous month. Finance Director, Grabau, stated he would review this matter before issuing payment to ensure the invoice was not included on both disbursements.

Moved by Board Member Dave Wodele, seconded by Treasurer Cory Loechler to approve the Anderson House revolving loan disbursement. If one of the invoices is a duplicate, only the other invoice will be paid.

**Vote:** 7 - 0 Adopted - Unanimously

3. CEDA Invoice: Hours on the Wabasha Workforce Housing Development Partnership Grant.

Discussion was held regarding CEDAs involvement in the Wabasha Workforce Housing Development Partnership Grant application. Port members discussed what amount should be paid to CEDA for their work on the Workforce Housing Development Partnership Grant application work, and allowable uses of the grant funds.

Moved by Vice President Jeff Sulla, seconded by Board Member Dave Wodele to approve payment to CEDA of half of the invoice amount, \$2,940.

**Vote:** 7 - 0 Adopted - Unanimously

4. MN DEED Redevelopment Grant Application Resolutions

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.

Moved by Vice President Jeff Sulla, seconded by Board Member Dave Wodele to approve Resolution 1: Municipality Approving the Application.

**Vote:** 7 - 0 Adopted - Unanimously

Moved by Board Member Robin Gwaltney, seconded by Treasurer Cory Loechler to approve Resolution 2: Committing the Local Match and Authorizing Contract Signature.

**Vote:** 7 - 0 Adopted - Unanimously

5. Burying electrical behind 2nd Street Properties Site

Discussion was held regarding burying electrical behind 2nd Street Properties Site. CEDA Representative, Dusty Liston, has had conversations with Gamble's and the eye clinic because their buildings would be affected by the change.

6. Approval of \$3500 for Lead and Asbestos Inspection for 2nd Street Properties

Moved by Board Member Craig Falkum, seconded by Board Member Mary Flicek to approve Terracon's proposal for lead and asbestos (\$1,500 match) and approve \$2,700 in matching funds towards the Phase 2 analysis, \$4,200 in Port funds.

**Vote:** 7 - 0 Adopted - Unanimously

7. Revolving Loan Fund Interest Rate Discussion

Discussion was held regarding the revolving loan fund interest rate. Interest has been charged in the past, but the current rate is 0%. Port Authority members discussed what interest rate to charge, if any, to charge going forward. Examples from other cities were provided.

Moved by Vice President Jeff Sulla, seconded by Board Member Robin Gwaltney to approve a revolving loan fund interest rate of 3% below prime, capped at 5%. To be revisited annually.

**Vote:** 7 - 0 Adopted - Unanimously

8. Discuss staffing options Port Authority

Port Authority members discussed various staffing options. City Administrator, Gregerson, stated that Lake City will be hiring their own economic development staff and Wabasha could possibly contract with Lake City for one or two days per week. Discussion was held to discuss the benefits and drawbacks of CEDA staffing versus contracting with Lake City.

9. Update on Highway Re-Alignment and Phase 1/Phase 2

City Administrator, Gregerson, recommends that the City move forward with a Phase 1 and Phase 2 study on the athletic field.

Moved by Vice President Jeff Sulla, seconded by Board Member Mary Flicek to dirt staff to obtain quotes on a Phase 1 and Phase 2 study for the athletic field.

**Vote:** 7 - 0 Adopted - Unanimously

10. Blandin Foundation Grant Update

Mayor Durand provided an update on the Blandin Foundation Grant. City staff tried to return unused grant funds per the grant agreement, but Blandin staff said they would prefer to see the funds used in the community rather than returned to Blandin.

11. Wabasha Eye Clinic Letter

Port Authority members reviewed a letter from the Wabasha Eye Clinic.

6. **Coordinators Report -**

1. May 2024 Coordinators Report

CEDA Representative, Dusty Liston, provided a Coordinator's 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 -

Moved by Board Member Dave Wodele, seconded by Vice President Jeff Sulla to adjourn the May 21, 2024 Port Authority meeting.

**Vote:** 7 - 0 Adopted - Unanimously

**Port Authority**

**3. 2.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** May Port Authority Financials

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review May Port Authority Financials.

**ACTION REQUIRED:**

Approve May Port Authority Financials.

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**Attachments**

May 2024 Port Authority Financials

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Wabasha Port Authority Financial Summary and Projection												
May 31, 2024												
<b>Port Authority Current Account Balances</b>												
Cash and Marketable Securities												
PA Checking	\$279,020											
Restricted Funds												
PA Revolving Loan Fund	\$37,266											
<b>Total Current Account Balances:</b>	<b>\$316,286</b>											
	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
<b>Port Authority: Fund 200</b>												
<b>Port Authority Revenue</b>												
Misc Interest	\$250			\$250			\$250			\$250		
2024 Tax Levy	\$61,381											
Winter Haul												
<b>Port Authority Revenue</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>\$0</b>
<b>Port Authority Expenses</b>												
City of Wabasha - Admin Support	\$7,500						\$7,500					
CEDA	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,511	\$3,686	\$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>Port Authority Expenses</b>	<b>\$36,011</b>	<b>\$3,511</b>	<b>\$28,511</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>\$3,686</b>	<b>\$153,686</b>
<b>Port Authority Fund 200 Balance</b>	<b>\$304,641</b>	<b>\$301,130</b>	<b>\$272,619</b>	<b>\$269,358</b>	<b>\$265,848</b>	<b>\$262,337</b>	<b>\$251,576</b>	<b>\$247,890</b>	<b>\$244,203</b>	<b>\$240,767</b>	<b>\$237,081</b>	<b>\$83,395</b>
<b>Revolving Loan Fund: Fund 201</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	\$63
<b>Revolving Loan Fund Revenue</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>\$1,719</b>
<b>Revolving Loan Fund Expenses</b>												
Anderson House	\$1,863											
Broken Paddle	\$7,600											
<b>Revolving Loan Fund Expenses</b>	<b>\$9,463</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>\$29,522</b>	<b>\$31,241</b>	<b>\$32,960</b>	<b>\$34,679</b>	<b>\$36,398</b>	<b>\$38,117</b>	<b>\$39,836</b>	<b>\$41,555</b>	<b>\$43,274</b>	<b>\$44,993</b>	<b>\$46,712</b>	<b>\$48,431</b>



Wabasha Port Authority Bank Account Detail

May 31, 2024

Summary	
Port Authority Account Summary	
Port Authority Balance: Fund 200	\$279,020.26
Revolving Loan Fund Balance: Fund 201	\$37,265.97
Total	\$316,286.23

Account Details	
Port Authority Checking Account	
April 30, 2024 Balance	\$161,839.67
Deposit: Winter Haul Receipt #3	\$727,113.80
Deposit: Compeer Grant: Rural Feasibility Study Grant	\$500.00
Deposit: Interest	\$692.99
Withdrawal: City Staff Barge Terminal Invoice (Springer and Johnson 4/16/24-5/15/24)	\$155.32
Withdrawal: Winter Haul Invoice #3	\$590,182.88
Withdrawal: Terracon Invoice (Phase 1 ESA for Transfer Building, Paid with Compeer Grant	\$2,500.00
Withdrawal: Flaherty & Hood Invoice 21180	\$255.00
Withdrawal: Bolton & Menk Invoice 0335579	\$15,093.00
Withdrawal: CEDA Invoice (Workforce Development Grant Writing, Bring It Home Grant)	\$2,940.00
May 31, 2024 Balance	\$279,020.26

Port Authority Revolving Loan Fund	
April 30, 2024 Balance	\$35,391.68
Deposit: Round the Clock Loan Payment	\$200.00
Deposit: Round the Clock Loan Payment	\$200.00
Deposit: Modjeski Loan Payment	\$210.00
Deposit: Hill Loan Payment	\$550.00
Deposit: Anderson House Payment	\$714.29
Withdrawal: Anderson House Revolving Loan Fund Disbursement	
May 31, 2024 Balance	\$37,265.97

**Port Authority**

**3. 3.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** Bolton & Menk Invoice 0337754

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Bolton & Menk Invoice 0337754.

**ACTION REQUIRED:**

Approve Bolton & Menk Invoice 0337754.

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**Attachments**

Bolton & Menk Invoice 0337754

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Real People. Real Solutions.



Please Remit To: Bolton & 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](http://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

May 31, 2024  
Project No: H19.114396.000  
Invoice No: 0337754  
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

**DMMP and Section 217D Agreement Work (0000001)**

Sub-Task 0000101 DMMP and Section 217D Agreement Work

**Professional Services**

	Hours	Amount	
Principal	9.50	1,946.50	
Licensed Project Surveyor	3.00	477.00	
Totals	12.50	2,423.50	
Total Labor			2,423.50
Total this Sub-Task			\$2,423.50
Total this Task			\$2,423.50

**Port Prelim Design, EAW and Permitting (0000002)****Professional Services**

	Hours	Amount	
Principal	10.50	2,163.00	
Project Manager	3.50	591.50	
Senior Planner	2.00	349.00	
Totals	16.00	3,103.50	
Total Labor			3,103.50
Total this Task			\$3,103.50
Total this Invoice			\$5,527.00

**Billings to Date**

	Current	Prior	Total
Labor	5,527.00	492,042.25	497,569.25
Consultant	0.00	105,693.52	105,693.52
Expense	0.00	19,130.90	19,130.90
Totals	5,527.00	616,866.67	622,393.67

Carol H...  
6/17/2024  
Barge Terminal

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 these 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. 4.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** Flaherty & Hood Invoice 21415

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Review Flaherty & Hood Invoice 21415.

**ACTION REQUIRED:**

Approve Flaherty & Hood Invoice 21415.

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**Attachments**

Flaherty & Hood Invoice 21415

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# 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

June 04, 2024

CITY OF WABASHA  
PO BOX 268  
WABASHA, MN 55981

Invoice Number: 21415  
Client Number: 8981

## BALANCE SUMMARY

Total fees incurred on this invoice	\$300.00	
Net current charges		\$300.00
<b>BALANCE DUE</b>		<b>\$300.00</b>

## RE: REAL ESTATE MATTERS

Matter Number 00003

## PROFESSIONAL SERVICES

05/07/2024	MEF	Update draft purchase agreement for port property and send to city staff.	0.50 hrs	200.00 /hr	100.00
05/28/2024	MEF	Review final draft of Kohner purchase agreement and send to S. Kohner.	1.00 hrs	200.00 /hr	200.00

Current Professional Services Charges: \$300.00

TOTAL CURRENT CHARGES FOR THIS MATTER \$300.00

Carol M. Hood 6/17/2024  
Beyce Q. Tennill

200-472-46500-304 Legal Fees

**Port Authority****5. 1.****Meeting Date:** 06/18/2024**ITEM TITLE:** Resolution 01-2024 Approving the Purchase of 1600 5th Grant Boulevard (Carrels Property) for \$250,000**DEPARTMENT:** Administration

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

One of the next steps to obtaining the grant agreement with the State of Minnesota PDAP program is to demonstrate real property interest. Once we have the grant, we can use the funds to purchase the property. The approves the purchase of the Carrels site by the Wabasha Port Authority for the purposes of developing a new barge terminal. There are several contingencies outlined here whereby the Port does not move forward with purchase until we demonstrate we have approvals and funding in place. We anticipate approval of the final EIS in July Port meeting. \$250,000 was looked at in terms of the per square foot assessed value of the property. Also, we are having an easement recorded over the driveway access to the site instead of purchasing the property. Attorney Mike Flaherty indicated that easements have very strong legal standing and had no concerns about the Port being able to access the site. Additionally, the Kohners agreed to sell additional land to remove future barriers to shoreland overlay district requirements which looks at a percentage of impervious surface.

**STAFF RECOMMENDATION:**

Recommends approval, the Barge Terminal Sub-Committee was involved with these negotiations (John, Brian, Craig).

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**Attachments**

Resolution and Purchase Agreement

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**WABASHA PORT AUTHORITY  
RESOLUTION # 01-2024**

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE  
WABASHA PORT AUTHORITY, APPROVING THE ACQUISITION OF REAL  
PROPERTY IN WABASHA, MINNESOTA, AND INCLUDING THE REPORT OF THE  
WABASHA PLANNING COMMISSION AS TO COMPLIANCE OF THE ACQUISITION  
WITH THE COMPREHENSIVE PLAN**

- WHEREAS, the Wabasha Port Authority (“Port” or “Buyer”) desires to purchase certain real property located at 1600 5<sup>th</sup> Grant Blvd in the City of Wabasha, Wabasha County, Minnesota, PID No. R27.00004.00, legally described on Exhibit A, which is attached hereto and incorporated herein by reference, referred to herein as the “Property”; and
- WHEREAS, the owner/seller of the Kohner Sand and Gravel (“Seller”) is willing to sell the Property for the sum of Two-Hundred and Fifty Thousand and 00/100ths Dollars (\$250,000.00); and
- WHEREAS, the Port desires to acquire the Property to provide for the orderly redevelopment of the Property; and
- WHEREAS, a purchase agreement has been prepared and is attached hereto as Exhibit B; and
- WHEREAS, in accordance with the attached purchase agreement, the Port and Seller expressly understand and agree that the sale/purchase of the Property is contingent upon approval by the Board of Commissioners of the Wabasha Port Authority; and
- WHEREAS, if contingencies provided in the purchase agreement are not resolved and no mutually acceptable Closing Date is identified, the purchase agreement shall then be null and void, without further obligation by either party; and
- WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the Port its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and
- WHEREAS, The Planning Commission met on June 11, 2024, and adopted a resolution constituting a report to the Port of the Planning Commission’s finding that the acquisition of the Property by the Port is in compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT AUTHORITY OF WABASHA THAT:

The Board hereby finds that the proposed acquisition of the Property by the Port is in the best interest of the Port district and the people thereof and in furtherance of the Port's general plan.

BE IT FURTHER RESOLVED THAT: The Wabasha Port Authority hereby approves the attached purchase agreement substantially as to form and authorizes and directs the President and City Clerk to: (a) execute the purchase agreement substantially in the form hereby approved and allowing any necessary minor or technical changes as approved by the City Attorney; (b) execute such other documentation as necessary to close on the purchase of the Property by the Wabasha Port Authority; and (c) record the warranty deed executed by the Seller and such other documentation as necessary with the Office of the Wabasha County Recorder.

PASSED by the Board of Commissioners of the Wabasha Port Authority on this 18<sup>th</sup> day of June 2024.

ATTEST

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City Clerk

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Wabasha Port Authority President



## EXHIBIT A

### PARCEL DESCRIPTION

All that part of the following described parcel lying northerly and westerly of the following described line;

#### PARCEL DESCRIPTION:

Commencing at a point where the West boundary of Blocks Numbers Sixty-Two (62), Seventy (70), and Ninety-Four (94) extended in a Northerly direction intersects the low water mark of the South line of the Mississippi River; thence in an Easterly direction following the low water mark of the South line of the said Mississippi River to a point where the center line of Steele Street extended Northerly intersects said low water mark; thence in a Southerly direction along the center line of Steele Street to the center line of Fifth Street; thence in a Westerly direction along the center line of Fifth Street to the Easterly side of Sandford Street; thence Northerly at right angles along the Westerly boundaries of Blocks Numbers Ninety-Four (94), Seventy (70) and Sixty-Two (62) to the place of beginning; said land embracing Blocks Numbers Sixty (60), Sixty-One (61), Sixty-Two (62), Seventy (70), Seventy-One (71), Seventy-Two (72), Ninety-Two (92), Ninety-Three (93), and Ninety-Four (94) and all the streets and alleys or parts thereof lying within the above-described metes and bounds, all in accordance with the plat thereof made by Wellman & McDougal on file or of record in the office of the Wabasha County Recorder in and for said County.

#### LINE DESCRIPTION:

Commencing at the Southwest corner of Block 94, plat of WABASHA, according to the recorded plat thereof; thence North 32 degrees 32 minutes 53 seconds East, along the northerly extension of the west boundary of Blocks Numbers 94, 70 and 62 of said plat of WABASHA, a distance of 980.10 feet to the point of beginning; thence South 41 degrees 44 minutes 27 seconds East, a distance of 76.85 feet; thence North 64 degrees 27 minutes 24 seconds East, a distance of 389.78 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 108.00 feet; thence North 00 degrees 10 minutes 12 seconds East, a distance of 254.91 feet more or less to the low water mark of the Mississippi River.

#### 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

09/12/2023  
Date

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#### SKETCH OF DESCRIPTION WABASHA, MINNESOTA



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

DRAWN BY: JPB

H:\WABASHA CI MN\H19114396\CAD\C3D\114396 V MISC PROP ACQUISITION 1 (PID-R27.00004.00).dwg 9/12/2023 12:14 PM

71.0 S30-T111N-R10W

EXHIBIT A – CONTINUED

PARCEL DESCRIPTION:

All that part of the following described parcel lying northerly and easterly of the following described line;

PARCEL DESCRIPTION:

All of Outlot 6 of Section 30-111-10, also described as follows:  
Commencing at the Northwest corner of what was formerly known as Block 62 in the plat of the City of Wabasha on the Mississippi River where the Easterly line of Sanford Street on said plat touches said river; thence in a Southwesterly direction to the center of Fifth Street; thence Northwesterly along the center of Fifth Street to the Westerly line of Read Street on said plat of Wabasha; thence along the Westerly line of said Read Street in a Northeasterly direction to the Mississippi River; thence along the bank of said river in a Southeasterly line to the place of beginning, and embracing what was formerly known and platted as Blocks D, 63, 67, 68, 69, 95, 96 and 97 with that portion of Sanford, Richard, Rice, Read and other streets lying between and contiguous to said Blocks as platted and recorded in the office of the County Recorder in and for Wabasha County, containing 26 acres of land, more or less, said premises being located in Section 30-111-10.

Excepting therefrom the following:

Commencing at the Southwesterly corner of Block 87, City of Wabasha, said point being the point of intersection of the Easterly line of Campbell Street and the Northerly line of 5th Grant Boulevard; thence Northwesterly along said Northerly line 2,720 feet to the Southeasterly corner of Outlot 6; thence continue Northwesterly along said Northerly line 622.80 feet to the point of beginning of this exception; thence Northeasterly at a deflection angle of 111° 00' right with said Northerly line 930.00 feet; thence Northwesterly at a deflection angle of 122° 41' 35" left 928.77 feet to a point on the Westerly line of said Outlot 6, said point being 680.00 feet Northeasterly of the Southwesterly corner of Outlot 6; thence Southwesterly along the Westerly line of said Outlot 6, 680.00 feet to the Southwesterly corner of Outlot 6 and the Northerly line of 5th Grant Boulevard; thence Southeasterly along said Northerly line 577.20 feet to the point of beginning. Said exception containing 12.85 acres, more or less.

LINE DESCRIPTION:

Commencing at the Southwest corner of Block 94; thence North 32 degrees 32 minutes 53 seconds East, along the west boundary of Blocks Numbers 94, 70 and 62 extended, a distance of 980.10 feet to the point of beginning; thence North 41 degrees 44 minutes 27 seconds West, a distance of 145.43 feet; thence North 57 degrees 27 minutes 07 seconds West, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 283.12 feet; thence South 57 degrees 27 minutes 07 seconds East, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 113.74 feet more or less to the low water mark of the Mississippi River.

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

04/29/2024  
Date

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SKETCH OF DESCRIPTION  
WABASHA, MINNESOTA



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

DRAWN BY: JPB

## Exhibit B. Purchase Agreement

### VACANT LAND PURCHASE AGREEMENT

**THIS VACANT LAND PURCHASE AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Kohner Sand and Gravel, a partnership consisting of Steven G. Kohner, a partner, (the “Seller”), and Port Authority of the City of Wabasha, Minnesota, a body politic and corporate under the laws of the State of Minnesota, 900 Hiawatha Drive East, Wabasha, MN 55981, its successors and assigns (the “Port” or “Buyer”); (collectively referred to herein as the “Parties”).

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller certain unaddressed real property located in the City of Wabasha, which is portions of two properties assigned Wabasha County Parcel Identification numbers R27.00005.03 and R27.00004.00, together with and subject to all easements of record and rights benefiting or appurtenant to the land and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the land (collectively the “Real Property”). The Real Property is legally described in Exhibit A, and is depicted in Exhibit B, which are attached hereto and incorporated herein by reference. The Seller will also grant Buyer an access and utility easement over property owned by Seller in close proximity to the Real Property. The legal description of the premises over which those easements are granted, the legal descriptions of the easement areas, and depictions of the same are described and depicted in Exhibit C, which is attached hereto and incorporated herein by reference.
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Real Property is Two-Hundred and Fifty Thousand and 00/100ths Dollars (\$250,000.00), which amount shall be paid on the Closing Date, in immediately payable current U.S. funds.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement shall occur on a date mutually acceptable to Seller and Buyer, after the contingencies described herein are resolved. The Seller agrees to deliver possession not later than the Closing Date provided that all the contingencies and other terms and conditions contained in this Agreement have been complied with and satisfied. Closing shall take place at Wabasha City Hall or the Title Company, or at such other location as agreed to mutually by the Parties.
  - a. **Seller’s Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “Seller’s Closing Documents”):
    - i. Warranty Deed. Attached hereto and made a part hereof as Exhibit D is the required Warranty Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based.

- ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
    - iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
    - iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.
  - b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):
    - i. Purchase Price. The Purchase Price, minus the earnest money, if any, by cashier's check or wire transfer.
    - ii. Certificate of Real Estate Value. A Certificate of Real Estate Value.
4. **CONDITIONS PRECEDENT**. The obligations of the Parties to perform under this Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:
- a. On the Closing Date, title to the Real Property shall be acceptable to Buyer subject to and in accordance with the provisions of Section 8 regarding title examination.
  - b. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
  - c. That the City of Wabasha or the Wabasha Port Authority receives written approval of their pre-award package awarding funds to be used for the disbursement of grant funds to be used for construction of the port facility from Minnesota Management and Budget. The parties mutually acknowledge that the Closing Date will not be scheduled until the written approval referenced in this section is received by Buyer and provided by Buyer to Seller.
  - d. The Parties understand and agree that the purchase of the Property is contingent upon approval by the commission of the City of Wabasha Port Authority.

The conditions precedent and contingencies in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained, or any condition precedent not satisfied, by the Closing Date, this Agreement shall be null and void.

5. **PURCHASE, AS-IS**. The Real Property is being sold in an "as is" and with "all faults"

condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. Buyer's acceptance of title to the Real Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated or will migrate from or to the Real Property.

- a. For purposes of this Section, the following terms have the following meanings:
  - i. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
  - ii. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
  - iii. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

6. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.
7. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.
  - a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.
  - b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments payable in the year of Closing shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith following the Closing Date and thereafter.
  - c. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.
  - d. **Other Costs.** All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
  - e. **Attorneys' Fees.** Each of the Parties will pay its own attorneys', accountants', and consultants' fees.
8. **TITLE EXAMINATION.**
  - a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating of the abstract, if any, or obtaining a new registered property abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to those encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.
  - b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller

shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.

- c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:
    - i. Buyer may accept title to said Real Property subject to said objections; or
    - ii. Buyer may declare this entire transaction to be null and void, in which case, the earnest money, if any, shall immediately be returned to Buyer.
9. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.
10. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
11. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
12. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
13. **NOTICES.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: City of Wabasha  
PO Box  
900 Hiawatha Drive, East

Wabasha, MN 55981  
(651) 565-4568

If to Seller: Kohner Sand and Gravel Company  
4980 W 6<sup>th</sup> Street  
Winona, Minnesota 55987  
(507) 454-5093

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money, if any, as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money, if any, will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon such termination, the Earnest Money, if any, shall be refunded to Buyer and thereafter, neither party shall have any further rights or obligations hereunder.

15. **MISCELLANEOUS PROVISIONS.**

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Data Practices.** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- d. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.



- e. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
  - f. **Survival.** The respective covenants, agreements, indemnifications, warranties, and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.
  - g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other Party in order to complete the transactions contemplated by this Agreement.
  - h. **Recitals.** The recitals hereto are made a part hereof.
  - i. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
16. **SELLER'S TRANSACTION APPROVAL.** Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Commission of the City of Wabasha Port Authority. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.

*[Remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Agreement to be executed effective as of the day and year first set forth above.

**WABASHA SAND AND GRAVEL COMPANY:**

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

By: \_\_\_\_\_  
Shawn M. Kohner, Partner

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

By: \_\_\_\_\_  
Steven G. Kohner, Partner

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WABASHA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven G. Kohner, as partner of Wabasha Sand and Gravel, a partnership under the laws of Minnesota.

\_\_\_\_\_  
Notary Public

**BUYER: WABASHA PORT AUTHORITY**

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

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

John Friedmeyer, President

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

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

Wendy Busch, City Clerk

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John Friedmeyer, President, and Wendy Busch, Clerk, of the Wabasha Port Authority.

Notary Public

THIS INSTRUMENT DRAFTED BY:

**FLAHERTY & HOOD, P.A.**  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

**EXHIBIT A**  
**TO PURCHASE AGREEMENT**

**PARCEL DESCRIPTION**

All that part of the following described parcel lying northerly and westerly of the following described line;

**PARCEL DESCRIPTION:**

Commencing at a point where the West boundary of Blocks Numbers Sixty-Two (62), Seventy (70), and Ninety-Four (94) extended in a Northerly direction intersects the low water mark of the South line of the Mississippi River; thence in an Easterly direction following the low water mark of the South line of the said Mississippi River to a point where the center line of Steele Street extended Northerly intersects said low water mark; thence in a Southerly direction along the center line of Steele Street to the center line of Fifth Street; thence in a Westerly direction along the center line of Fifth Street to the Easterly side of Sandford Street; thence Northerly at right angles along the Westerly boundaries of Blocks Numbers Ninety-Four (94), Seventy (70) and Sixty-Two (62) to the place of beginning; said land embracing Blocks Numbers Sixty (60), Sixty-One (61), Sixty-Two (62), Seventy (70), Seventy-One (71), Seventy-Two (72), Ninety-Two (92), Ninety-Three (93), and Ninety-Four (94) and all the streets and alleys or parts thereof lying within the above-described metes and bounds, all in accordance with the plat thereof made by Wellman & McDougal on file or of record in the office of the Wabasha County Recorder in and for said County.

**LINE DESCRIPTION:**

Commencing at the Southwest corner of Block 94, plat of WABASHA, according to the recorded plat thereof; thence North 32 degrees 32 minutes 53 seconds East, along the northerly extension of the west boundary of Blocks Numbers 94, 70 and 62 of said plat of WABASHA, a distance of 980.10 feet to the point of beginning; thence South 41 degrees 44 minutes 27 seconds East, a distance of 76.85 feet; thence North 64 degrees 27 minutes 24 seconds East, a distance of 389.78 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 108.00 feet; thence North 00 degrees 10 minutes 12 seconds East, a distance of 254.91 feet more or less to the low water mark of the Mississippi River.

**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

09/12/2023  
Date

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**SKETCH OF DESCRIPTION**  
**WABASHA, MINNESOTA**



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

DRAWN BY: JPB

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71.0 S30-T11N-R10W

## EXHIBIT A – CONTINUED

### PARCEL DESCRIPTION:

All that part of the following described parcel lying northerly and easterly of the following described line;

#### PARCEL DESCRIPTION:

All of Outlot 6 of Section 30-111-10, also described as follows:

Commencing at the Northwest corner of what was formerly known as Block 62 in the plat of the City of Wabasha on the Mississippi River where the Easterly line of Sanford Street on said plat touches said river; thence in a Southwesterly direction to the center of Fifth Street; thence Northwesterly along the center of Fifth Street to the Westerly line of Read Street on said plat of Wabasha; thence along the Westerly line of said Read Street in a Northeasterly direction to the Mississippi River; thence along the bank of said river in a Southeasterly line to the place of beginning, and embracing what was formerly known and platted as Blocks D, 63, 67, 68, 69, 95, 96 and 97 with that portion of Sanford, Richard, Rice, Read and other streets lying between and contiguous to said Blocks as platted and recorded in the office of the County Recorder in and for Wabasha County, containing 26 acres of land, more or less, said premises being located in Section 30-111-10.

Excepting therefrom the following:

Commencing at the Southwesterly corner of Block 87, City of Wabasha, said point being the point of intersection of the Easterly line of Campbell Street and the Northerly line of 5th Grant Boulevard; thence Northwesterly along said Northerly line 2,720 feet to the Southeasterly corner of Outlot 6; thence continue Northwesterly along said Northerly line 622.80 feet to the point of beginning of this exception; thence Northeasterly at a deflection angle of 111° 00' right with said Northerly line 930.00 feet; thence Northwesterly at a deflection angle of 122° 41' 35" left 928.77 feet to a point on the Westerly line of said Outlot 6, said point being 680.00 feet Northeasterly of the Southwesterly corner of Outlot 6; thence Southwesterly along the Westerly line of said Outlot 6, 680.00 feet to the Southwesterly corner of Outlot 6 and the Northerly line of 5th Grant Boulevard; thence Southeasterly along said Northerly line 577.20 feet to the point of beginning. Said exception containing 12.85 acres, more or less.

#### LINE DESCRIPTION:

Commencing at the Southwest corner of Block 94; thence North 32 degrees 32 minutes 53 seconds East, along the west boundary of Blocks Numbers 94, 70 and 62 extended, a distance of 980.10 feet to the point of beginning; thence North 41 degrees 44 minutes 27 seconds West, a distance of 145.43 feet; thence North 57 degrees 27 minutes 07 seconds West, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 283.12 feet; thence South 57 degrees 27 minutes 07 seconds East, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 113.74 feet more or less to the low water mark of the Mississippi River.

#### 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

04/29/2024  
Date

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#### SKETCH OF DESCRIPTION WABASHA, MINNESOTA



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

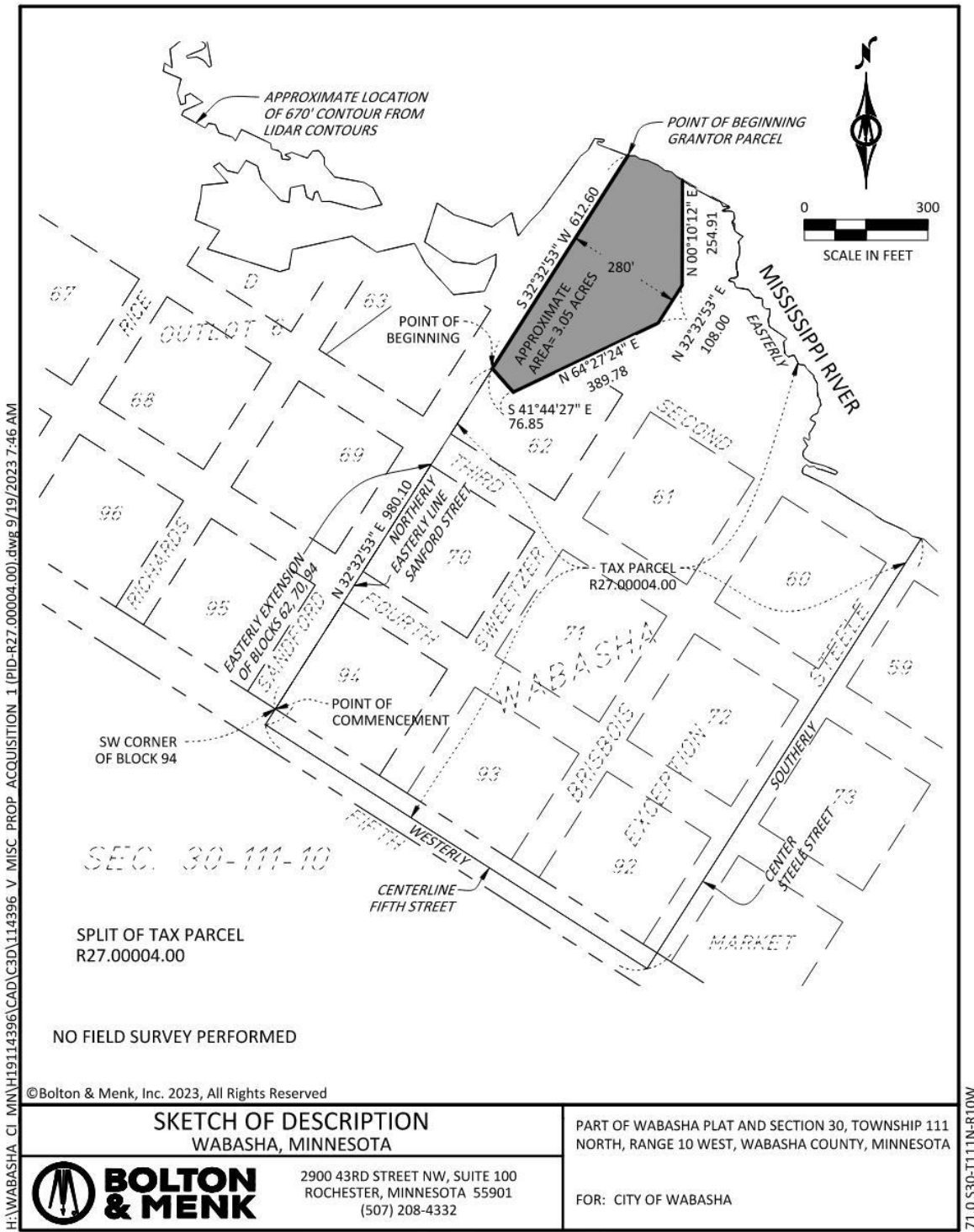
FIELD BOOK:

DRAWN BY: JPB

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# **EXHIBIT B** **TO PURCHASE AGREEMENT**





**EXHIBIT C**  
**TO PURCHASE AGREEMENT**

**EASEMENT AREA**

Only that portion of the Grantor's Property lying within the below described parcel:  
A 120.00 foot strip of land, being part of Outlot 6 of Section 30 T. 111 R.10 and part of plat of Wabasha, according to the recorded plat thereof, Wabasha County, Minnesota. The centerline of said 120.00 foot strip being described as follows:

Commencing at the Southwest corner of said Block 94; thence North 57 degrees 28 minutes 33 seconds West, a distance of 465.92 feet to the point of beginning of the centerline to be described; thence North 32 degrees 44 minutes 05 seconds East, a distance of 81.12 feet; thence northerly 413.32 feet along a tangential curve concave to the southeast, having a radius of 865.93 feet, and a central angle of 27 degrees 20 minutes 54 seconds; thence North 60 degrees 04 minutes 59 seconds East, tangent to said curve, a distance of 228.21 feet; thence northerly 247.39 feet along a tangential curve concave to the south, having a radius of 691.88 feet, and a central angle of 20 degrees 29 minutes 13 seconds; thence North 80 degrees 34 minutes 12 seconds East, tangent to said curve, a distance of 54.64 feet; thence northerly 117.26 feet along a tangential curve concave to the north, having a radius of 196.93 feet, and a central angle of 34 degrees 06 minutes 56 seconds and said centerline there terminating.

**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

06/19/2023  
Date

Premises Tax PID = 27.00005.03

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**CERTIFICATE OF EASEMENT**  
**WABASHA, MINNESOTA**



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

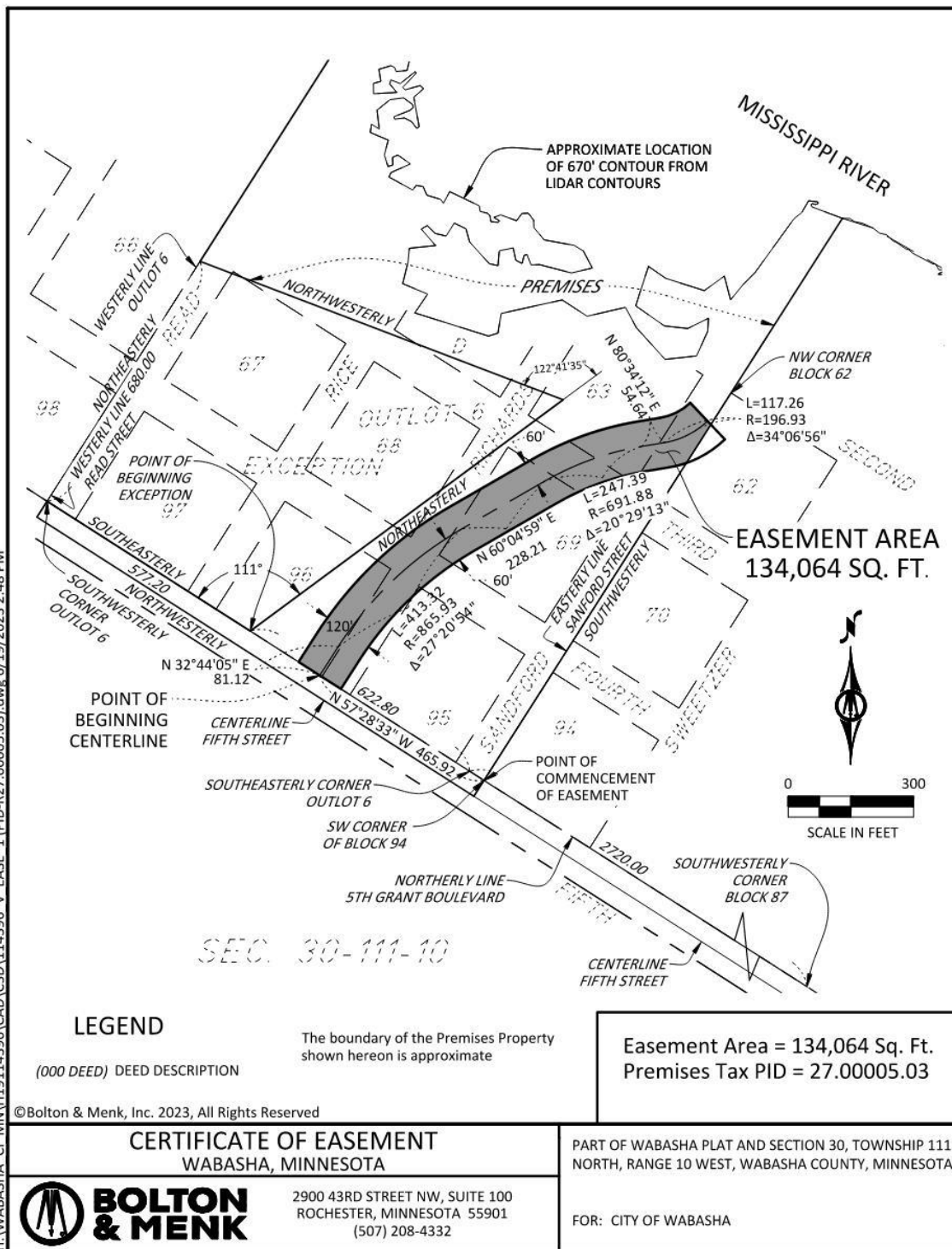
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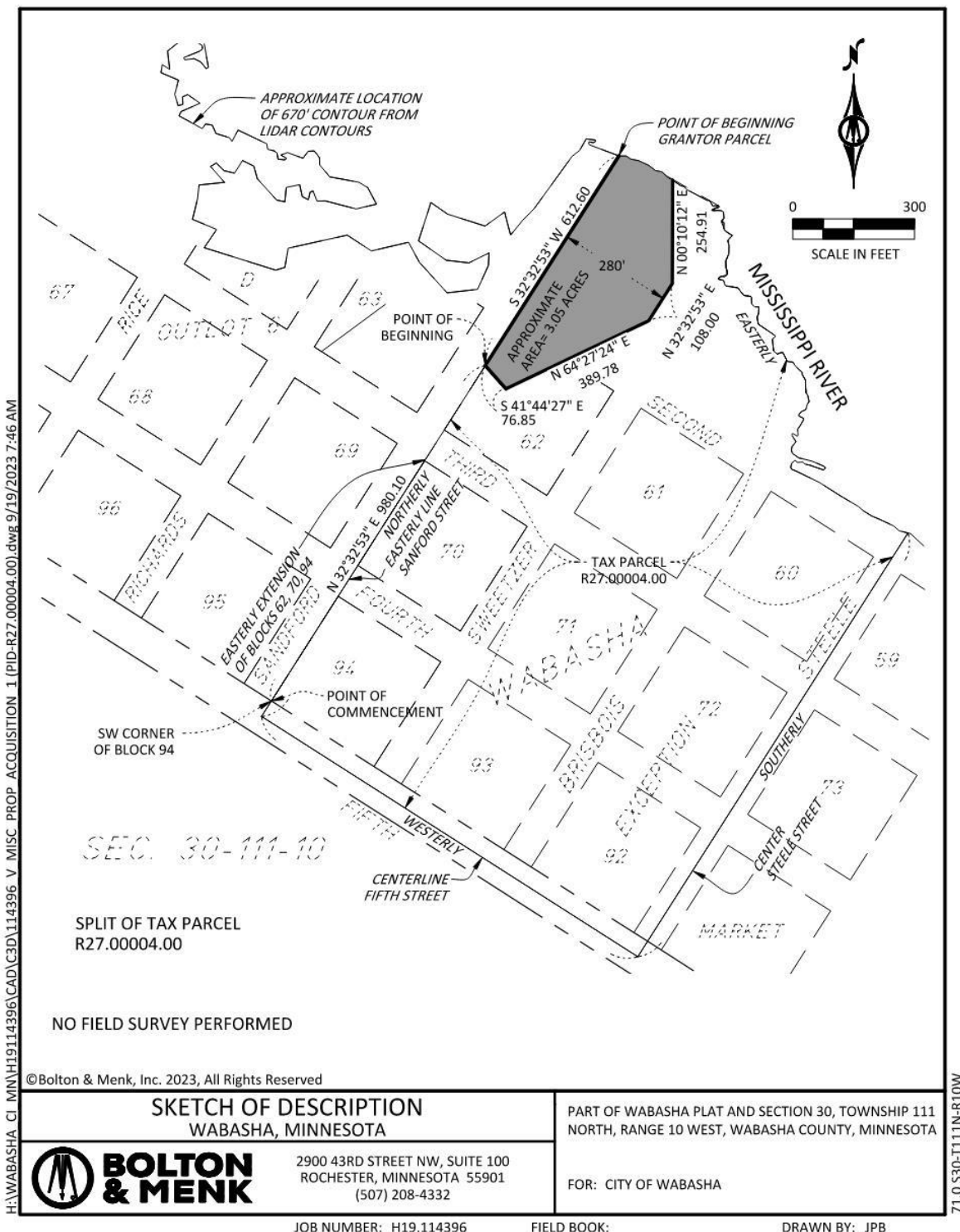
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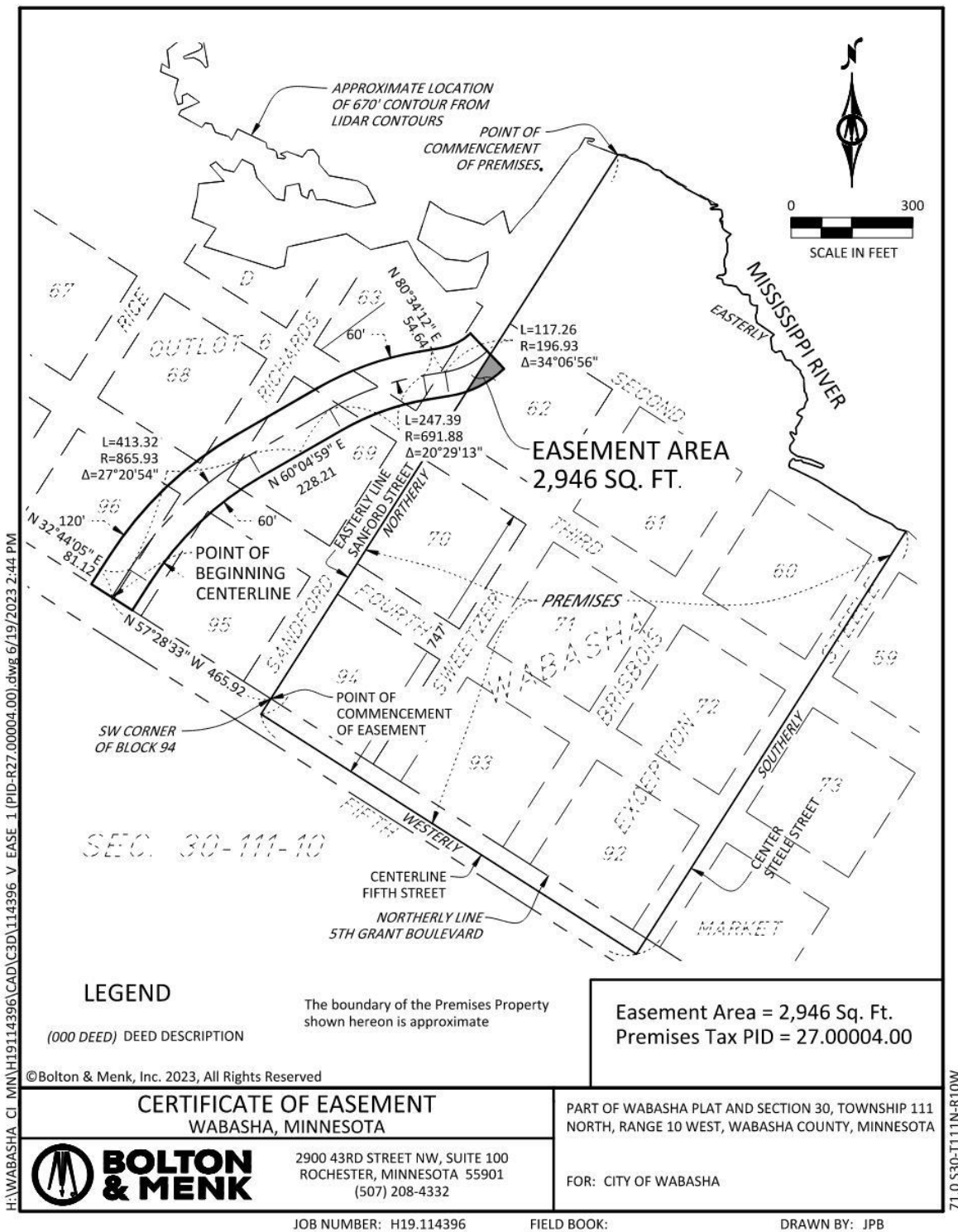
# EXHIBIT C – CONTINUED



# EXHIBIT C – CONTINUED



# EXHIBIT C – CONTINUED



**Exhibit D**  
**TO PURCHASE AGREEMENT**

(Top 3 inches reserved for recording data)

**WARRANTY DEED**

**eCRV number:** \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

FOR VALUABLE CONSIDERATION, Wabasha Sand and Gravel, a partnership, (“**Grantor**”), hereby conveys and warrants to the Wabasha Port Authority, a body politic and corporate under the laws of the State of Minnesota (“**Grantee**”),

*Check only one box:*    ☐ tenants in common,  
                                  ☐ joint tenants,

*(If more than one Grantee is named above  
and either no box is checked or both boxes  
are checked, this conveyance is made to the  
named Grantees as tenants in common.)*

real property in Wabasha County, Minnesota, legally described as:

The real property described in Exhibit A which is attached hereto and incorporated herein by reference.

*Check here if all or part of the described real property is Registered (Torrens)*    ☐

*Check applicable box:*

☐ The Grantor certifies that the Grantor does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed.  
(If electronically filed, insert WDC number:  
\_\_\_\_\_).

☐ I am familiar with the property described in this instrument and I certify that the status and number of well have not changed since

the last previously filed well disclosure certificate.

Grantor

**KOHNER SAND AND GRAVEL COMPANY**

By: \_\_\_\_\_  
Steven G. Kohner, Partner

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WABASHA                    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Steven G. Kohner, partner of Kohner Sand and Gravel Company.

(Notary Seal)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

TAX STATEMENTS FOR THE REAL  
PROPERTY DESCRIBED IN THIS  
INSTRUMENT SHOULD BE SENT TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**TO WARRANTY DEED**

**PARCEL DESCRIPTION**

All that part of the following described parcel lying northerly and westerly of the following described line;

**PARCEL DESCRIPTION:**

Commencing at a point where the West boundary of Blocks Numbers Sixty-Two (62), Seventy (70), and Ninety-Four (94) extended in a Northerly direction intersects the low water mark of the South line of the Mississippi River; thence in an Easterly direction following the low water mark of the South line of the said Mississippi River to a point where the center line of Steele Street extended Northerly intersects said low water mark; thence in a Southerly direction along the center line of Steele Street to the center line of Fifth Street; thence in a Westerly direction along the center line of Fifth Street to the Easterly side of Sandford Street; thence Northerly at right angles along the Westerly boundaries of Blocks Numbers Ninety-Four (94), Seventy (70) and Sixty-Two (62) to the place of beginning; said land embracing Blocks Numbers Sixty (60), Sixty-One (61), Sixty-Two (62), Seventy (70), Seventy-One (71), Seventy-Two (72), Ninety-Two (92), Ninety-Three (93), and Ninety-Four (94) and all the streets and alleys or parts thereof lying within the above-described metes and bounds, all in accordance with the plat thereof made by Wellman & McDougal on file or of record in the office of the Wabasha County Recorder in and for said County.

**LINE DESCRIPTION:**

Commencing at the Southwest corner of Block 94, plat of WABASHA, according to the recorded plat thereof; thence North 32 degrees 32 minutes 53 seconds East, along the northerly extension of the west boundary of Blocks Numbers 94, 70 and 62 of said plat of WABASHA, a distance of 980.10 feet to the point of beginning; thence South 41 degrees 44 minutes 27 seconds East, a distance of 76.85 feet; thence North 64 degrees 27 minutes 24 seconds East, a distance of 389.78 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 108.00 feet; thence North 00 degrees 10 minutes 12 seconds East, a distance of 254.91 feet more or less to the low water mark of the Mississippi River.

**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

09/12/2023  
Date

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**SKETCH OF DESCRIPTION**  
**WABASHA, MINNESOTA**



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

DRAWN BY: JPB

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## PARCEL DESCRIPTION:

All that part of the following described parcel lying northerly and easterly of the following described line;

### PARCEL DESCRIPTION:

All of Outlot 6 of Section 30-111-10, also described as follows:

Commencing at the Northwest corner of what was formerly known as Block 62 in the plat of the City of Wabasha on the Mississippi River where the Easterly line of Sanford Street on said plat touches said river; thence in a Southwesterly direction to the center of Fifth Street; thence Northwesterly along the center of Fifth Street to the Westerly line of Read Street on said plat of Wabasha; thence along the Westerly line of said Read Street in a Northeasterly direction to the Mississippi River; thence along the bank of said river in a Southeasterly line to the place of beginning, and embracing what was formerly known and platted as Blocks D, 63, 67, 68, 69, 95, 96 and 97 with that portion of Sanford, Richard, Rice, Read and other streets lying between and contiguous to said Blocks as platted and recorded in the office of the County Recorder in and for Wabasha County, containing 26 acres of land, more or less, said premises being located in Section 30-111-10.

Excepting therefrom the following:

Commencing at the Southwest corner of Block 87, City of Wabasha, said point being the point of intersection of the Easterly line of Campbell Street and the Northerly line of 5th Grant Boulevard; thence Northwesterly along said Northerly line 2,720 feet to the Southeasterly corner of Outlot 6; thence continue Northwesterly along said Northerly line 622.80 feet to the point of beginning of this exception; thence Northeasterly at a deflection angle of  $111^{\circ} 00'$  right with said Northerly line 930.00 feet; thence Northwesterly at a deflection angle of  $122^{\circ} 41' 35''$  left 928.77 feet to a point on the Westerly line of said Outlot 6, said point being 680.00 feet Northeasterly of the Southwest corner of Outlot 6; thence Southwesterly along the Westerly line of said Outlot 6, 680.00 feet to the Southwest corner of Outlot 6 and the Northerly line of 5th Grant Boulevard; thence Southeasterly along said Northerly line 577.20 feet to the point of beginning. Said exception containing 12.85 acres, more or less.

### LINE DESCRIPTION:

Commencing at the Southwest corner of Block 94; thence North 32 degrees 32 minutes 53 seconds East, along the west boundary of Blocks Numbers 94, 70 and 62 extended, a distance of 980.10 feet to the point of beginning; thence North 41 degrees 44 minutes 27 seconds West, a distance of 145.43 feet; thence North 57 degrees 27 minutes 07 seconds West, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 283.12 feet; thence South 57 degrees 27 minutes 07 seconds East, a distance of 846.21 feet; thence North 32 degrees 32 minutes 53 seconds East, a distance of 113.74 feet more or less to the low water mark of the Mississippi River.

### 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.

*Jarale Fowlds*  
Jarale Fowlds  
License Number 26748

04/29/2024  
Date

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### SKETCH OF DESCRIPTION WABASHA, MINNESOTA



**BOLTON  
& MENK**

2900 43RD STREET NW, SUITE 100  
ROCHESTER, MINNESOTA 55901  
(507) 208-4332

PART OF WABASHA PLAT AND SECTION 30, TOWNSHIP 111  
NORTH, RANGE 10 WEST, WABASHA COUNTY, MINNESOTA

FOR: CITY OF WABASHA

JOB NUMBER: H19.114396

FIELD BOOK:

DRAWN BY: JPB

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**Port Authority**

**5. 2.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** Approval to survey land for city-owned sites to facilitate future development

**DEPARTMENT:** Administration

---

**PURPOSE:**

**ITEM SUMMARY:**

Wabasha Port Authority has identified the Main Street East Parcel. We released letters of interest but no one responded. To attract interest in the site, staff recommends surveying the land and combining the parcel to maximize development. The survey would also look at estimation of base flood elevation and amount of fill. Public Works Director also identified a portion of Cannon Park as potentially a site that could be created and sold for single family housing development or multifamily development. See attached drawings. This would also include title searches and probably a legal opinion is needed. I would recommend for Cannon Park, we proceed first with the title searches. Since it's City owned, the City operating budget can pay for legal and title searches if Port is willing to cover the survey costs.

**STAFF RECOMMENDATION:**

Approve not to exceed number to survey both sites. Direct staff to work with City Planner Consultant Kristi Trusko and Wendy Busch to look at zoning and utility access for Cannon Park site.

---

**Attachments**

Market and Main Lot

Main Street East Lot

Cannon Falls Park

---



June 2024

Proposal to enlarge the city lot for both construction feasibility and Current RFP marketability  
*Request the Streets and Planning and Zoning adopt map #3, which is vacating the alley, as well as selling property to the street, while maintaining a utility easement.*

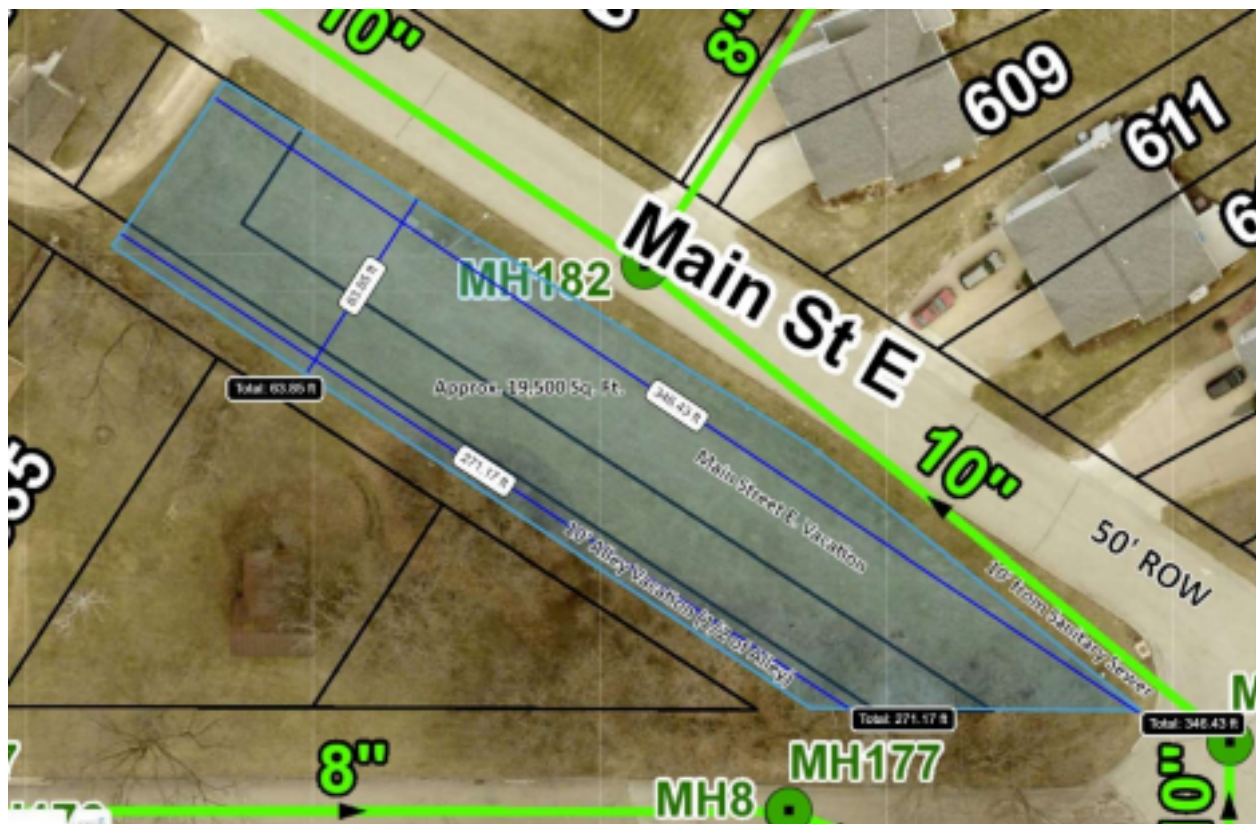
Map #1 Market and Main City Lot as shown as land for development on current RFP  
To date there has not been a developer respond to the request for a letter of interest to develop Main Street Site



Map #2 Proposed Outline of land the city can sell to a developer as per city engineers if Planning and Zoning were to approve the following

- Vacate  $\frac{1}{2}$  the alley and ROW to future development
- We would need to vacate  $\frac{1}{2}$  the alley and all the Main Street ROW we can to create a more buildable rectangular lot. Still dealing with Shoreland and Floodplain limitation, and replat.

This scenario allows for the city to transfer 19,500 sq ft. With the shoreland ordinance the developer would then be able to build on 40% or 7600 sq ft.

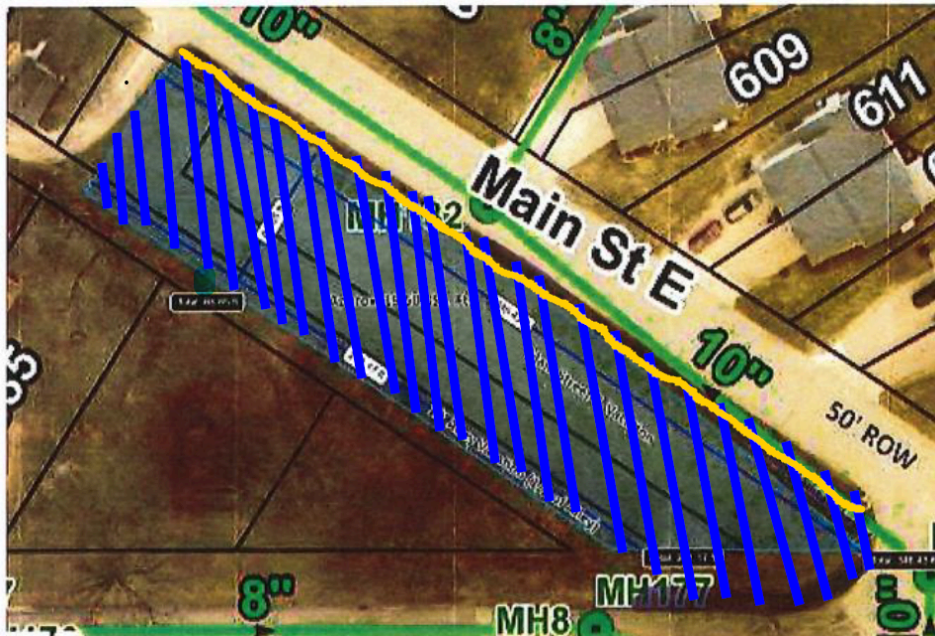


### Map #3

Proposed increasing the amount of land provided to the developer by taking the Map#2 city engineer recommendation and enhancing the amount of building sq feet by:

Include the 10 feet easement on Main Street and potentially Market Street in the sale to increase the lot size by another 4500 sq ft. allowing the developer to build on potentially 9600 sq ft

- Include the extra 10 feet from the street with the sale, however retain a utility easement of 10 feet across the front of Main and Market Streets



Proposed additional land to convey with 10 easement on Main and Market Streets if recommended by engineers



Map #4 is for reference only - 100 year flood plain



# JOHNSON & SCOFIELD INC. SURVEYING AND ENGINEERING

1203 Main Street • Red Wing, MN 55066 • Office (651)388-1558 • Fax: (651)388-1559  
626 Jefferson Ave • Wabasha, MN 55981 • Office (651)565-3244 • Fax: (651)565-4394  
755 Westview Drive • Hastings, MN 55033 • Office (651)438-0000 • Fax: (651)438-9005  
4240 West 5th Street • Winona, MN 55987 • Office (507) 454-4134 • Fax: (507) 454-2544

**David A. Johnson**  
Minnesota and Wisconsin  
Licensed Land Surveyor

**Marcus S. Johnson**  
Minnesota and Wisconsin  
Licensed Land Surveyor  
Wabasha County Surveyor

**Mitchell A. Scofield**  
Minnesota Licensed  
Land Surveyor

**Brian K. Wodele**  
Minnesota and Wisconsin  
Licensed Land Surveyor  
Winona County Surveyor

**Steven P. Voigt**  
Minnesota & Wisconsin  
Professional Engineer

13 June 2024

City of Wabasha Port Authority  
c/o Caroline Gregerson, City Administrator  
PO Box 268  
Wabasha, MN 55981  
651-565-4568

Property Location: Part of Lot 53, CAMPBELL'S ADDITION, Wabasha, MN

This proposal is in response to your request for a quote for land survey services. We propose to conduct the necessary research and computations to survey and monument the outside boundaries of the City property denoted as Wabasha County tax parcel no. 27.00882.00. We will find and accept a monument in place, or set a 1"X18" iron pipe, at each corner of the parcel. We will also set intermediate line points along the rear line. Each iron pipe that we find or set will be guarded by a post so that the location of the monument will be visible. We will locate any potential encroachments to the property that we encounter during our survey work. We will draft a Certificate of Survey drawing illustrating the property which will include the dimensions, area, where we found and set monuments, potential encroachments, if any, and other survey information.

The method that we use to determine your parcel boundaries is to conduct a search for survey monuments around your parcel and your neighbors' parcel's adjoining and across streets. We then reconcile the locations of these monuments with the legal description of the property on the deed. Based on the position of these monuments, and the legal description, we can confirm that the markers at your property corners are in the correct location, or compute positions to set your corners. We will check for discrepancies in the deed related to adjoining deeds. Also, if you decide to vacate any adjoining streets or alleys we will provide a legal description for your use.

In addition to the boundary survey, we propose to collect topographic data on the site. This can be done in concert with the boundary work and will be useful to determine how much fill would need to be placed in order to raise the site above the Base Flood Elevation (BFE). All gathered information will be documented on the Certificate of Survey map related to the surveyed boundaries of the property. The map will also include spot elevations and 1 foot contour intervals. Site benchmarks will be established and labeled on the map.

The proposed labor fee for our firm to complete all of the above described work is \$3,500.00. In addition, a fee of \$10 per iron pipe and \$10 per post will be charged for materials.

**NOTE:** The section of Main Street lying northerly and adjacent to your property was shown as Minnesota Midland Railroad property on the original plat of CAMPBELL'S ADDITION. That same section was subsequently dedicated as Main Street on the plat of OCHSNER'S SUBDIVISION. The City signed OCHSNER'S SUBDIVISION as an owner of some of the property that was platted, which I am assuming was done specifically because of the road dedications. The question is if part of Main Street is vacated adjacent to the subject property, what property does it accrue to? If the City never got a deed from the railroad, it is possible that the railroad still owns it. If the railroad transferred its property to the City, the potential vacated portion may go back to the City, which would be the ideal case scenario. Because the general rule is that dedicated streets when vacated accrue to the adjacent lots within the same plat, there might be a strange scenario where the vacated portion would accrue to the owners of the condos, but I don't think that is the case. I think some title work and a legal opinion on this would be in order.

Thank you for the opportunity to prepare this cost proposal. Please contact us with any questions.

Thank you,

Scott Bechel, Wabasha Office Manager





# JOHNSON & SCOFIELD INC. SURVEYING AND ENGINEERING

1203 Main Street • Red Wing, MN 55066 • Office (651)388-1558 • Fax: (651)388-1559  
626 Jefferson Ave • Wabasha, MN 55981 • Office (651)565-3244 • Fax: (651)565-4394  
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Minnesota and Wisconsin  
Licensed Land Surveyor  
Winona County Surveyor

**Steven P. Voigt**  
Minnesota & Wisconsin  
Professional Engineer

13 June 2024

City of Wabasha Port Authority  
c/o Caroline Gregerson, City Administrator  
PO Box 268  
Wabasha, MN 55981  
651-565-4568

Property Location: Part of Lots 1, 2, 3, 4, 5, 9, and 10, Block 22, SOUTH WABASHA, Wabasha, MN

This proposal is in response to your request for a quote for land survey services. We propose to conduct the necessary research and computations to survey and monument the outside boundaries of the City property denoted as Wabasha County tax parcel no. 27.00703.00. We will find and accept a monument in place, or set a 1”X18” iron pipe, at each corner of the parcel. Each iron pipe that we find or set will be guarded by a post so that the location of the monument will be visible. We will locate any potential encroachments to the property that we encounter during our survey work. We will draft a Certificate of Survey drawing illustrating the property which will include the dimensions, area, where we found and set monuments, potential encroachments, if any, and other survey information. We will use this survey to facilitate a property split of the portion of the land lying northwesterly of the area traditionally used as Cannon Park. We will compose a legal description for this portion of the property to facilitate a potential sale. The original plat of SOUTH WABASHA shows an east-west alley through the center of Block 22. We will check on the status of that alley as open or vacated.

The method that we use to determine your parcel boundaries is to conduct a search for survey monuments around your parcel and your neighbors’ parcel’s adjoining and across streets. We then reconcile the locations of these monuments with the legal description of the property on the deed. Based on the position of these monuments, and the legal description, we can confirm that the markers at your property corners are in the correct location, or compute positions to set your corners. We will check for discrepancies in the deed related to adjoining deeds.

The proposed labor fee for our firm to complete all of the above described work is \$2,800.00. In addition, a fee of \$10 per iron pipe and \$10 per post will be charged for materials.

**NOTE:** This entire parcel of land may be officially dedicated as park land. If that is the case, and steps are taken to vacate a portion of the park land, the fee title to the vacated portion of the park may return to the original owner at the time of the dedication, and not the City. I think some title work and a legal opinion on this would be in order.

Thank you for the opportunity to prepare this cost proposal. Please contact us with any questions.

Thank you,

Scott Bechel, Wabasha Office Manager

**Port Authority**

**5. 3.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** Kwik Trip and the old Athletic Field Input

**DEPARTMENT:** Administration

---

**PURPOSE:**

**ITEM SUMMARY:**

Kwik Trip is willing to consider providing a letter of interest in potentially developing in the old Athletic Field. We met with their real estate developer, local store manager, and government relations specialist. Their store definitely is busy and they have needs for an expansion but had prior to this ruled out a relocation due to cost.

Questions they posed to us in the conversation:

- 1) Is the Port Authority and City Plan Commission, City staff willing to consider a vacation of Alleghany Ave for an expansion? (That could impede exit and entrance routes if there is future development northward)
- 2) Only willing to consider relocation of Kwik Trip to Mosquito Field Site or Athletic Field site?
- 3) Prefer to leave it undecided for now and ask Kwik Trip to merely provide a letter of support but no planning?

**STAFF RECOMMENDATION:**

Usually, cities don't like to get rid of their grid system for street networks.

Other updates: Brian Malm is developing a good scope of work for the phase 1/phase 2 for us on the athletic field.

---

**Port Authority**

**5. 4.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** Potential approval of Bolton Menk consultant costs associated with MnDot Grant applications for TED

**DEPARTMENT:** Administration

---

**PURPOSE:**

**ITEM SUMMARY:**

As of 6/12, staff was still evaluating competitiveness of applying for MnDOT TED grants that allow to cover roadway projects that lead to future economic development or support economic development. This is a placeholder if staff needs to request approvals associated with applying for funds. Cost to apply \$10,000-\$14,000.

---



**Port Authority**

**5. 5.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** CEDA Coordinator Goals

**DEPARTMENT:** Administration

---

**PURPOSE:**

CEDA Coordinator Goals

**ITEM SUMMARY:**

A huge amount of progress has been made on goals. The purpose of the discussion is to look at the progress made, discuss results of the business survey, and brainstorm, potentially narrow down at a future session or voting, next projects the Port desires Dusty to focus her time on.

---

**Attachments**

Port Authority Brainstorm Session 2019

Memo City of Wabasha BR&E Survey June 2024

6049\_June\_Goals\_CEDA\_Coordinator

---

# Wabasha Port Authority Economic Development Concepts

Brainstorming session: Wednesday, June 18, 2019

## **Explore development opportunities**

Campground (private options)  
Multifamily housing  
Commerce Dr. development  
2nd Street City properties (e.g., site for housing)  
Bridge Ave. redevelopment  
Assist with layouts for privately developed single/multi-family housing  
Suggest/incentivize modifications to Eagles Basin

## **Meet demand for needed services**

Childcare

## **Develop agritourism**

Farm/table/dinner  
Wedding/event venues  
Winery  
Niche lodging (rural settings)

## **Expand/compliment food & beverage**

Speakeasy  
Wine bar  
Food trucks  
High end eatery  
Bakery

## **Enhance downtown amenities**

Event space  
Food truck  
“3<sup>rd</sup> thing”  
Seasonal attractions (e.g., parade of lights on Bridge Ave.) and winter traffic drivers  
Solem Kreye (Roemer) building

## Provide business support

Business plan assistance

Business coaching/networking (e.g., fostering partnerships among complimentary vendors)

Branding (e.g., join other Chambers)

Incubator spaces (clinic bldg., Glander bldg.?)

Waive fees/address start up or development costs where a barrier

## Issues identified

### Opportunities

- Event drivers
- Possible county-level or regional assessments of gaps (e.g., no winery)
- Asset-based drivers (e.g., landscape/natural resources)
- Building vacancy (e.g., Transfer building)
- Chamber partnerships
- “3<sup>rd</sup> thing” for visitors
- Economic impact of non-residents (e.g., campers)
- Prior interest in redevelopment (e.g., [Rebound](#))
- Incubator spaces & incentives
- CDFI tools (e.g., childcare)
- Employer partnerships
- Resident enticement efforts
- Historic tax credits for qualified rehabilitation of qualified structures
- Extension services (e.g., tourism assessments)
- SEMCHRA low interest loans

### Threats

- Real estate constraints (e.g., no land for camp ground expansion, new houses)  
Cost of expansion (permitting, assessments)
- River threats (e.g., local F&B way down)
- Township governance (unpredictable)
- ROI for building investment in rehab/maintenance
- Staff shortages/performance
- Cost of employee benefits
- Absent owners/underutilized downtown buildings

## Needs

1. Proactive/qualified staff model

2. Workplan/objectives
3. Strategic plan with clear measurable goals

### Action/Next Steps

1. Contact Rebound
2. Further assess concepts: prioritize based on likelihood of greatest WPA impact
3. Implementation planning (with qualified staff assistance)

**Memo:** The City of Wabasha Business and Organization Retention and Expansion Survey

**Why:** I wanted to know how businesses were performing in the city and their needs

**Purpose of a BR&E:** Business Retention and Expansion (BR&E) is a comprehensive economic development strategy focused on supporting existing businesses within a community. It aims to retain and expand these businesses by addressing their needs, challenges, and opportunities. The Wabasha Port Authority thanks you for taking the time to complete this survey. Your input is greatly appreciated.

**Responses: 13** – had to subtract my test and city admin, and a few others who tried to take it, but did not finish it or their computer was not cooperating for them to take the test.

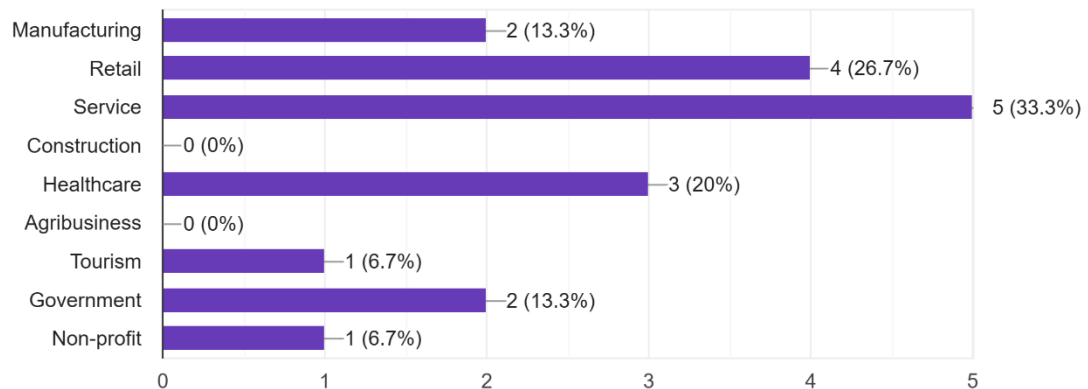
**Businesses who responded:**

Plaid Productions  
The Olde Triangle Inc.  
Broken Paddle Guiding Co.  
Grand Pad  
Restaurant  
Pioneer Club  
LARK Toys  
WK schools  
River Valley Outfitters  
Local World Gallery  
fresh wok  
Eagle Valley Chiropractic  
Wabasha Veterinary Clinic

**Principle Market Area:** Local and National

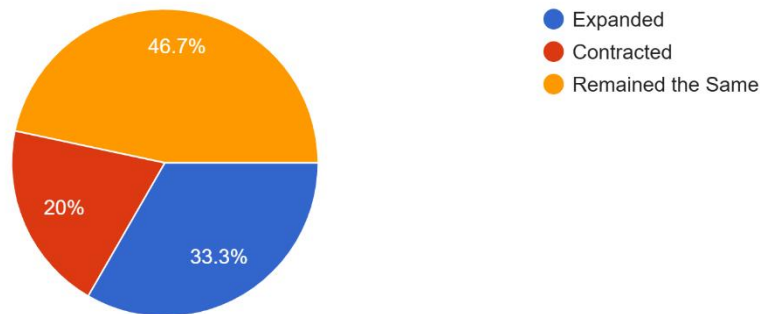
**Primary Business/Organization Type**

15 responses



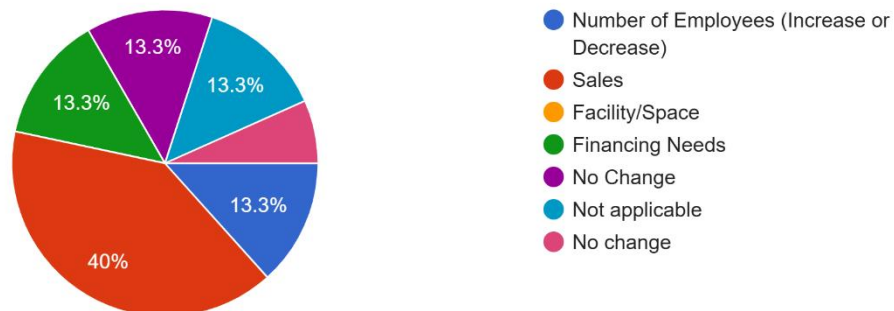
Over the last 3 years, has your business or organization expanded/contracted/stayed the same?

15 responses



What area did that change impact?

15 responses

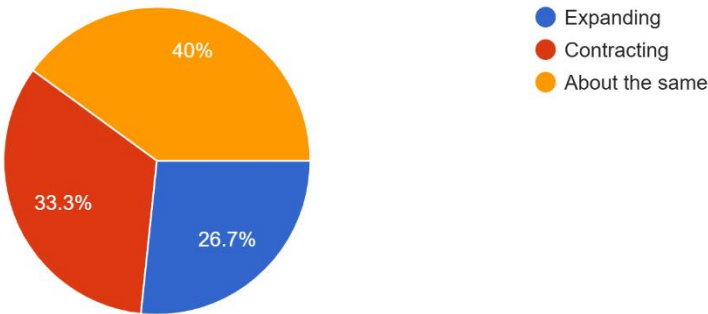


If your business/organization expanded, what obstacles did your business/organization encounter during the expansion? (e.g. funding sources, cooperation from local/regional/state government, availability of skilled workforce, location/space). Also, if your business did not expand, leave blank or write N/A:

**Obstacles:** WORKFORCE came in #1, then housing and road construction (1 each)

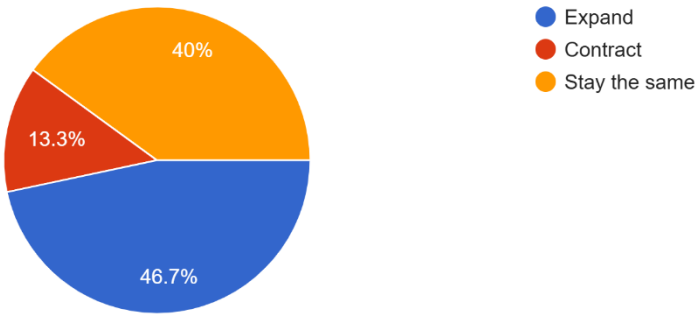
What is the outlook of your industry?

15 responses



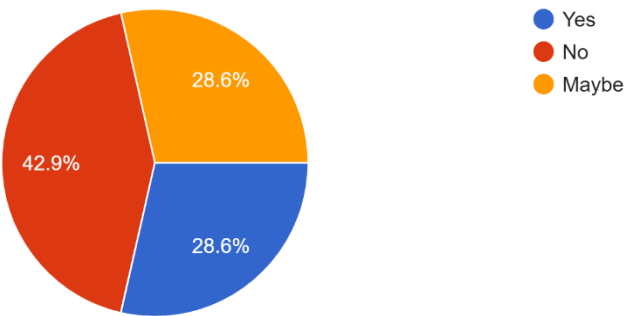
Over the next three years, do you expect your business/organization to expand/contract/stay the same?

15 responses



Is your business/organization familiar with succession planning?

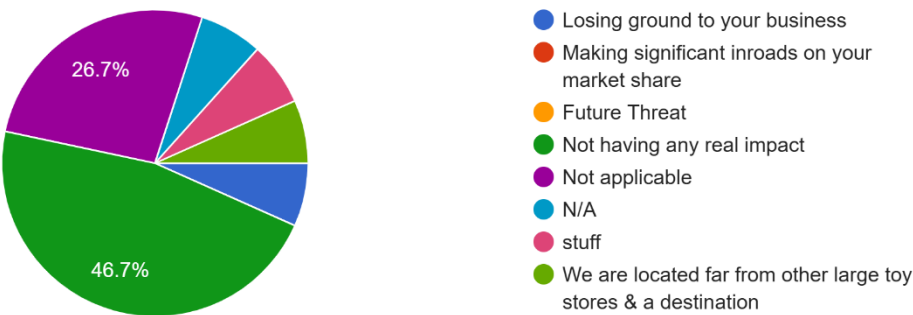
14 responses



\*\*\*perhaps CEDA can perform training for small businesses on this topic. The chamber could as well.

How would you rate your competitors in relation to your business/organization?

15 responses





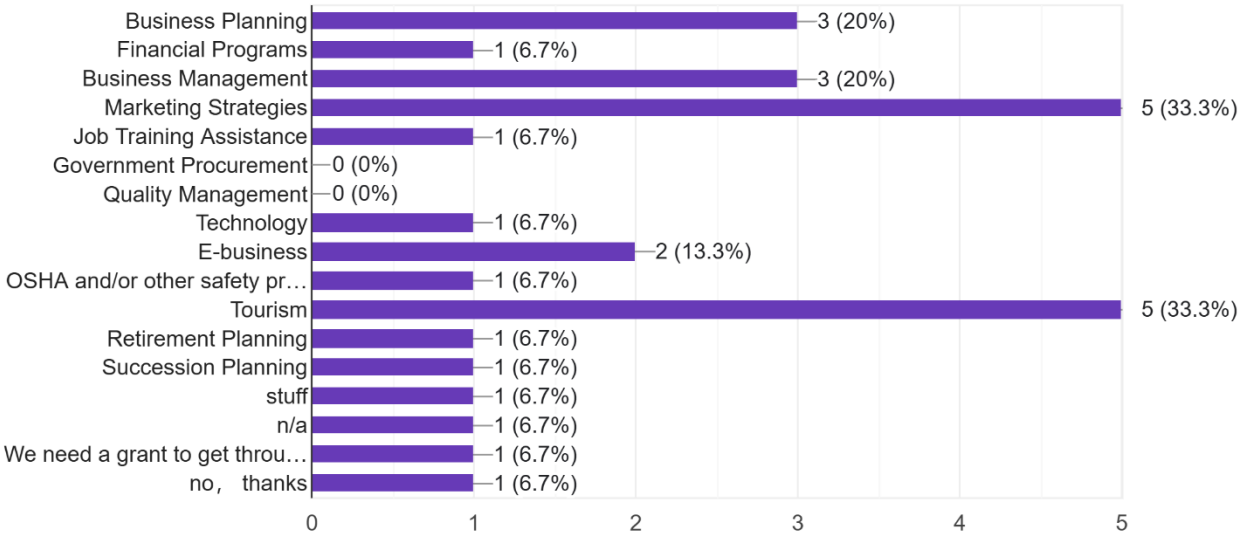
Does the skill training currently available meet your businesses'/organization's needs?

15 responses



Do you have current needs for, or want additional information on any of the following?

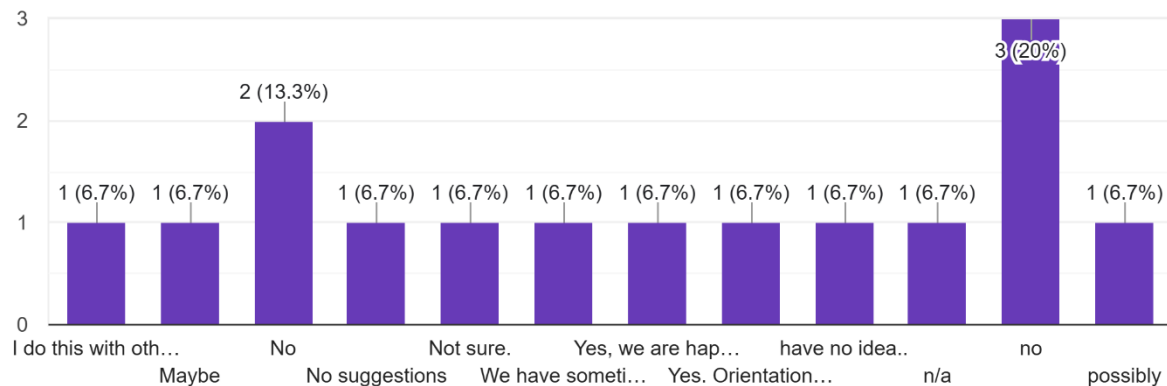
15 responses



\*\*\*Tyler has scheduled a marketing presentation for the chamber through CEDA and Krackerjak Marketing

Would you explore opportunities to foster working relationships with other local firms, not just from a growth perspective (sales) but also from a share...e indicate your ideas, suggestions, and comments:

15 responses



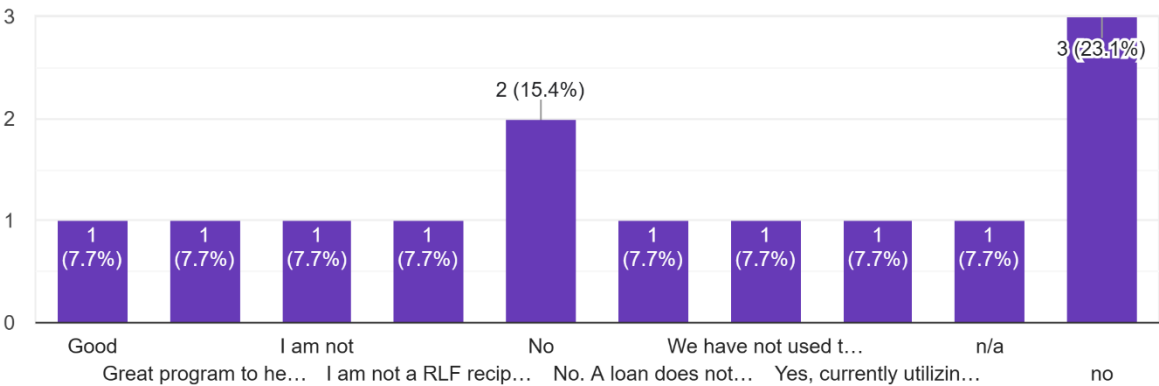
**\*\*\*More training or educational emails, presentations, etc. for Wabasha businesses. Emails can be sent out as they come in, but perhaps a semiannual or annual larger training seminar could work on any given topic.**

What other comments or concerns would you like to share with us pertaining to the business environment in Wabasha?

1. The labor pool is very limited
2. Generally, a friendly business environment.
3. Need more high-end hotels where out of town guests want to stay. (Not AirBnb's as they are not appropriate for a business traveler and we need more high-end restaurants for business dinners that are open year-round and Monday thru Friday.
4. More events that bring people to town
5. We were disappointed that we were not eligible for the recent HVAC grant since it was only written for Wabasha businesses.
6. update and refresh downtown, attract business, lean into the river life and beautiful destination
7. The Downtown area seems to be disappearing. Mostly offices, rental units, Eagle Center Buildings, etc. No retail shops to bring people, no reason to have a return visit for tourists, not much to offer.
8. We love this town and the generally uplifted progressiveness of all the people. From Mayor Emily to the Chamber, to this very questionnaire... which I believe someone may read my answers. haha but seriously Thank you.
9. hope we have more resident .
10. The high housing market and the VRBOs overtaking our available homes is killing our town and schools.

Wabasha Port Authority has a Revolving Loan Fund Program. This program provides loan interest, gap financing to small businesses. Revolving loan ...vide comments on your level of satisfaction below:

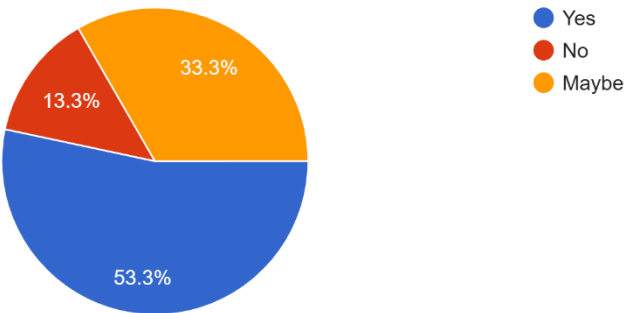
13 responses



**\*\*\*2 stated hat a grant, not a loan program is needed (façade?) - perhaps a microgrant program up to \$500 or increase the façade amount and expand its purposes. 1 stated that the RLF has been very helpful to them.**

The Port Authority can apply for low-interest financing through a federal program, called an RLF. To do so, we need letters of support from local busines... letter of support so we can apply for the funds?"

15 responses



# 2024 Wabasha Port Authority Coordinator Goals Discussion

Meeting: Tuesday, June 18, 2024

## Assist with Housing & Development:

- Continue to assist exploring the feasibility of listing city-owned land for development (Main Street Property) – done for 2<sup>nd</sup> street, underway for Main St East, not ready Old Athletic Field ☒
- Continue to assist establishing the feasibility of a funding strategy for redevelopment of River Crossings (Hwy 60 reroute) - Caroline, underway, in collaboration with Bolton Menk for road ☒
- Continue to assist with the redevelopment of Grandpa's Barn/Transfer Station into a 44-unit multifamily housing unit ☒

## Assist with Childcare:

- Working with the Mayor to study expansion and support of child care in Wabasha ☒ underway
- Assist potential in-home childcare providers with business startups and resources/funding ☒ (ongoing **no inquiries at this time**)

## Revolving Loan Fund Program:

- 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 fall of 2024. **Nearing completion** ☒
- Current RLF holders (5): Anderson House, Round the Clock Nutrition, Hills Hardware Hank, Cassie Modjeski (In-home daycare facility), Broken Paddle ☒
- Anderson House will provide a letter of support for renewal of funds ☒

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

- 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 ☒ Underway
- Capitalize and operationalize the development of the terminal with the assistance of the City Administrator and Port Authority President ☒ Underway
- Port Authority has received \$5 million in funding for the Highway 60 re-alignment project ☒ Underway
- Look at Army Corps owned land for future industrial park.

### **2022 Goals, should they stay?**

- One BIG thing - Create a Business Challenge Event to draw services and retail into Downtown
- Attract businesses that enhance social and community life (how, not a real estate agent)?
- Engage in University of Minnesota's Making it Home Initiative (definition)
- Create an Event for Welcome Week
- Apply for DEED Small Cities Block Grant Program ?

### **Potential New Goals** – *Identified by Caroline, discussed in other city plans*

- New City of Wabasha signage by AmericInn (Wabasha Street Plan)
- Support Mark Funk in identifying and applying for funding for electric vehicle charging station
- Look at cost and feasibility of developing another city-owned campground at Marcou Park (Wabasha Park Plan)
- Contact owner of large tracts of land near Eagles Basin to understand their plans for development if any and see if the City of Wabasha can assist in identifying a developer (Housing Plan)
- Write grants to continue sidewalk network in Wabasha (Park Plan)
- Work with Rebound to explore development of real estate fund for Wabasha (Housing Plan, Housing Task Force)
- Undertake a tourism assessment with University of Minnesota Extension services (prior Port goals)
- Investigate possibility of Port Authority purchase of old dog mattress factory (low feasibility) for redevelopment (talked about)
- Look at ordinance changes to make it easier for pop-up shops and food trucks to set up in Wabasha
- Subdivision Strategy- does the Port desire to develop land, build infrastructure, sell lots?
- Zoning code revisions- work with Kristi Trusko and Wendy Busch to loosen setback requirements, reduce parking requirements, raise density caps in zoning districts, allow for more townhomes, twin homes (2025 or 2026 goal if pursued)

### **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
- RLF guideline changes (interest rate)
- Assisting with the MN DEED Redevelopment Grant for the Housing Project
- Created a BR&E survey and sent to all businesses June 2024

**Port Authority**

**6. 1.**

**Meeting Date:** 06/18/2024

**ITEM TITLE:** June 2024 Coordinators Report

**DEPARTMENT:** Administration

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**PURPOSE:**

**ITEM SUMMARY:**

Monthly CEDA report

**STAFF RECOMMENDATION:**

Discuss

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**Attachments**

Coordinators Report

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# 2024 Wabasha Port Authority Coordinator Report

Meeting: Tuesday, June 18, 2024

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

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**Port Authority****6. 2.****Meeting Date:** 06/18/2024**ITEM TITLE:** Section 217d agreement**DEPARTMENT:** Administration

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

The City of Wabasha has received a request from the Army Corps to provide capacity to truck sand in 2025. The Kohners have been requested to look at the proposed tipping fee and have request us to investigate what is allowed in terms of an annual adjustment. The Army Corps has also be asked if they would consider allowing for additional trucking with available funds at the end of this fiscal year. They have indicated that they will not know until late July if we can proceed.

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