



## WASECA COUNTY BOARD OF COMMISSIONERS

April 6, 2021 · 9:30 a.m.

East Annex Public Meeting Room

300 North State Street – East Annex · Waseca, Minnesota 56093

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9:30 a.m.

### 1. Call to Order and Pledge of Allegiance

#### Public Comment

*Those wishing to speak must state their name and address for the record after they reach the podium. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the Board as a whole and not one individual commissioner. The Board may not take action on an item presented during the Public Comment period, unless the item is already on the agenda for action. When appropriate, the Board may refer inquiries and items brought up during the Public Comment period to the County Administrator for follow up.*

### 2. Approval of Agenda

### 3. Approval of County Board Minutes

- a. Waseca County Board of Commissioners Meeting March 16, 2021

### 4. Consent Agenda

- a. Approval of Bills
- b. Variance Application Fee Refund
- c. Partial Release of Exclusive Agricultural Use Zone Restrictive Covenant; Andrew and Heather Dimmel & Sean and Maria Mulcahey
- d. Authorization to Issue Zoning Permit; Conagra Foods Packaged Foods

### 5. Approval of FY 22 and FY23 Caseload/Workload Grant Agreement – Jonathan Schiro, Court Services Director

### 6. Public Hearing – Set Fee for Manure/Pesticide Testing – Brian Zabel, Technician/Feedlot Officer/Ag Inspector

### 7. Waseca County Request to Amend §5.02(S) (1) of the Waseca County Unified Development Code – Mark Leiferman, Planning and Zoning Administrator

### 8. Planning and Zoning – Mark Leiferman, Planning and Zoning Administrator

- a. Riparian Protection; Buffer Compliance update; Tyler Polster
- b. Conditional Use Permit (CUP); Request for a One (1) Megawatt Community Solar Farm by Robert L Blasing Etal and Nextera Energy / DG Minnesota CS II, LLC (Lessee).

**9. Rice Gardens LLC (Nokomis Partners) Second Ground Lease/Option to Lease  
Mark Leiferman, Planning and Zoning Administrator**

**10. Consideration of Abatement of Valuation of Guardian Energy, LLC pursuant to  
Minn. Stat. 375.192 – Michael Johnson, County Administrator**

**11. Administration**

- a. Administration Update
- b. Human Resources Announcements

**12. Commissioner Reports**

Lunch – Yellow Mushroom

## **Upcoming Board Events**

*April 6 – April 20, 2021*

**April 6, 2021, 7:30 a.m.**  
**County Board Work Session**  
Board Room, East Annex

**April 6, 2021, 9:30 a.m.**  
**County Board Meeting**  
Board Room, East Annex

**April 16, 8 a.m.**  
**County EDA meeting**  
Board Room, East Annex

**April 20, 2021, 9:30 a.m.**  
**County Board Meeting**  
Board Room, East Annex

**April 20, 2 p.m.**  
**MN Prairie Finance Committee Meeting**  
Virtual Meeting

**April 20, 3 p.m.**  
**MN Prairie Joint Powers Board Meeting**  
Virtual Meeting

## WASECA COUNTY BOARD OF COMMISSIONERS — MARCH 16, 2021

The Waseca County Board of Commissioners met in regular session on Tuesday, March 16, 2021, in the boardroom, 300 North State Street, Waseca, Minnesota. Members present were Chair DeAnne Malterer, Doug Christopherson Brian Harguth, and Brad Krause. Commissioner Blair Nelson was absent.

Others present were Michael Johnson, Administrator; Tammy Spooner, Auditor-Treasurer; Rachel Cornelius, County Attorney; Brian Zabel, Feedlot Officer; Brad Milbrath, Sheriff; Robin Dulas, Waseca County Fair Board; and Gary Conrath, Waseca County Fair Board.

Present via online platform were: Sarah Berry, Public Health Director; Shelley Hyatt, Planning & Zoning; and Lisa Kaczke, Waseca County News.

Chair Malterer called the meeting to order at 9:30 a.m. Roll call was taken and the Pledge of Allegiance was recited.

There was no public comment.

Harguth moved and Christopherson seconded to approve the Agenda. Motion carried unanimously.

Christopherson moved and Krause seconded to approve the Minutes from the March 2, 2021 Works Session and March 2, 2021 Commissioner Meeting. Motion carried unanimously.

Harguth moved and Christopherson seconded to approve the Consent Agenda. Motion carried unanimously.

- a. Approval of Bills
- b. Wellness Program Budget Plan in the amount of \$15,560 at no cost to Waseca County.
- c. Planning Commission Meeting Update (3-4-21)
- d. Second Extension of Zoning Permit for Bartelt
- e. Otisco Rental LLC; Amendment to Conditional Use Permit Site Plan
- f. 2021 General Noxious Weed Notice & Waseca County Noxious Weed List

Brian Zabel, Feedlot Officer, requested to set a Public Hearing to Set Fees for Electronic Testing for April 6, 2021. Krause moved and Harguth seconded to set a Public Hearing for April 6, 2021 at 9:35 a.m. to Set Fees for Electronic Testing. Motion carried unanimously.

Robin Dulas and Gary Conrath, Waseca County Fair Board Members, were present to share an update on building repairs and other miscellaneous maintenance repairs needed on the fairgrounds. The largest concern at this time is roof issues on buildings #7 and #8. The cost of the roof repairs is approximately \$44,000.00. The Fair Board is requesting county assistance with the repairs. No action was taken at this time.

Sarah Berry, Public Health Director, provided an update on Covid-19, vaccine clinics, contract tracing, mental health issues. Waseca County specific data was shared.

Michael Johnson, Administrator, provided an update on federal and state activities, as well as broadband concerns for unserved and underserved constituents.

Michael Johnson, Administrator, provided Human Resources updates and announcements. Michael requested action on a job description for a Highway Foreperson. This is not an additional position, it is reclassifying an existing position. Christopherson moved and Krause seconded to approve the job description and initiating recruitment. Motion carried unanimously.

Commissioner Reports were shared.

Having no further county board business, Krause moved and Harguth seconded the motion to adjourn the meeting. Motion carried unanimously and meeting adjourned at 11:28 a.m.

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DeAnne Malterer, Chairperson  
Waseca County Board of Commissioners

ATTEST:

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Tamara J. Spooner, Clerk  
Waseca County Auditor/Treasurer

The following bills were audited and allowed:

A.H. HERMEL COMPANY	537.75
AMAZON CAPITAL SERVICES	35.70
AMERICAN LEGAL PUBLISHING	1,553.00
AMERICAN SOLUTIONS FOR BUSINESS	1,307.54
APG MEDIA OF SOUTHERN MN LLC	45.75
APH STORES, INC.	178.29
ARNOLD'S SUPPLY AND KLEENIT CO	136.00
ASSOC OF MN COUNTIES ST. PAUL	300.00
BAKER TILLY LLP	1,005.00
BLAIR NELSON	26.40
BOCKS SERVICE INC	1,828.82
BRITTON PLUMBING & HEATING LLC	375.04
BUDACH IMPLEMENT INC	47.42
CARDINAL HEALTH 110, LLC	423.19
CDW GOVERNMENT INC	1,947.49
CENTRAL STATES WIRE PROD INC	3,160.05
CHRISTENSEN TIRE & AUTO REPAIR	246.75
COMMUNITY COMPLIANCE MONITORING	598.00
CRYSTEEL TRUCK EQUIPMENT	70.00

DEANNE MALTERER	12.43
DELL MARKETING L.P.	8,260.48
DEML FORD INC	4,154.26
DENNIS FUNERAL HOMES	1,860.00
DENNISON TECHNOLOGY GROUP	35.00
DUANE RATHMANN	81.12
EMERGENCY AUTOMOTIVE TECHN, INC	10,751.44
FIRST NATIONAL BANK OMAHA 7265	432.71
FIRST NATIONAL BANK 9593	97.25
FIRST NATIONAL BANK OMAHA 4669	308.00
FIRST NATIONAL BANK OMAHA 9296	64.94
FIRST NATIONAL BANK OMAHA 1325	102.99
FIRST NATIONAL BANK OMAHA 1957	949.92
FIRST NATIONAL BANK OMAHA 5215	477.00
FIRST NATIONAL BANK OMAHA 5295	30.52
FIRST NATIONAL BANK OMAHA 5348	166.18
FIRST NATIONAL BANK OMAHA 5640	251.38
FIRST NATIONAL BANK OMAHA 6742	38.36
FIRST NATIONAL BANK OMAHA 6755	117.89
FIRST NATIONAL BANK OMAHA 6908	36.62
FIRST NATIONAL BANK OMAHA 8006	410.60
FIRST NATIONAL BANK OMAHA 8263	501.41
FIRST NATIONAL BANK OMAHA 8264	1,165.86
HOUSTON ENGINEERING INC	4,035.50
HUMBOLDT MFG CO	31.83
IDENTISYS, INC	293.61
INNOVATIVE OFFICE SOLUTIONS LLC	1,106.30
JANE T HOFMEISTER	182.00
JANESVILLE HARDWARE LLC	85.76
JANESVILLE TIRE SERVICE	567.00
JESSE JENNINGS	118.00
JOBS PLUS INC	213.38
JOEL D EATON	330.00
LEON SCHOENROCK	95.68
LESUEUR COUNTY SHERIFF'S OFFICE	110.00
LOFFLER	169.85
MACPO JACKSON CO	780.00
MARK BEHREND	946.70
MARK SOMMERS	90.42
MARVIN PEARSON	94.34
MATHESON	47.00

MEI TOTAL ELEVATOR SOLUTIONS	731.55
MENARDS-MANKATO	53.88
MIDWEST MONITORING & SURVEILLANCE	126.25
MIDWEST MOTOR SUPPLY CO INC	89.96
MN ASSOC FOR CHILDREN'S MENTAL HEALTH	2,000.00
MN COUNTIES COMPUTER COOP	95.00
MN ENVIRONMENTAL HEALTH ASSOC	40.00
NUSS TRUCK GROUP INC	8,433.94
OVERHEAD DOOR CO OF MANKATO INC	1,354.40
OWATONNA METAL RECYCLING INC.	46.80
PATTON HOVERSTEN & BERG PA	550.00
PEMBERTON,SORLIE,RUFER & KERCHNER PLLP	707.00
RICHARD POSSIN	96.24
RINKE-NOONAN ATTORNEYS AT LAW	3,315.00
RIVER BEND BUSINESS PRODUCTS	104.38
ROBERT HANSEN	221.62
ROBERT VOGELSANG	100.72
RODNEY BORN	82.80
RUPP ANDERSON SQUIRES & WALDSPURGER PA	60.00
RUSSELL J FREDERICK	83.47
SANOFI PASTEUR INC	691.67
SCHOOL DIST 761 OWATONNA	100.00
SIWEK LUMBER & MILLWORK	400.00
SOUTH CENTRAL SERVICE COOP	1,825.00
SOUTHERN MINNESOTA INSPECTION CO LLC	1,017.80
SPORTSMAN STOP	253.64
STEELE CO DETENTION CENTER	1,092.50
STEPHANIE ROEMHILDT	167.50
STREICHERS	1,410.16
THOMPSON SANITATION	12,050.33
TOPPERS PLUS INC	196.50
VINSON PLUMBING & HEATING INC	227.96
VOIANCE LANGUAGE SERVICES LLC	44.02
WASECA GLASS INC	624.23
WASECA HARDWARE LLC	430.18
WASECA HARDWARE LLC	76.94
WASECA MOTOR CO	194.50
WASECA SAND & GRAVEL INC	171.80
WASECA, CITY OF	32,650.85
WEST GROUP PAYMENT CTR	1,064.96
WRIGHT & ASSOCIATES LLC	1,417.18

03/31/2021 12:15  
5264aschauer

Waseca, MN  
Vendor Warrant List Report

P 1  
apwarrnt

DATE: 04/06/2021 CHECK RUN: C040621 AMOUNT: \$ 346,857.03

APPROVED BY: \_\_\_\_\_

03/31/2021 12:15  
5264aschauer

Waseca, MN  
| DETAIL INVOICE LIST

P 2  
apwarrnt

CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021 DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">3653</a>	<a href="#">A.H. HERMEL COMPANY</a> 1 <a href="#">25257000</a> <a href="#">6807</a>	00000		EFT	03/31/2021	<a href="#">865361</a> 38.28 38.28 Invoice Net	
						CHECK TOTAL	38.28
<a href="#">3653</a>	<a href="#">A.H. HERMEL COMPANY</a> 1 <a href="#">25257000</a> <a href="#">6807</a>	00000		EFT	03/31/2021	<a href="#">866272</a> 402.68 402.68 Invoice Net	
						CHECK TOTAL	402.68
<a href="#">4035</a>	<a href="#">ADVANCED CORRECTIONAL</a> 1 <a href="#">01201217</a> <a href="#">6268</a>	00000		EFT	03/31/2021	<a href="#">104980</a> 3,470.77 3,470.77 Invoice Net	
<a href="#">4035</a>	<a href="#">ADVANCED CORRECTIONAL</a> 1 <a href="#">01201217</a> <a href="#">6268</a>	00000		EFT	03/31/2021	<a href="#">105088</a> 44.83 44.83 Invoice Net	
						CHECK TOTAL	3,515.60
<a href="#">4915</a>	<a href="#">AMAZON CAPITAL SERVICE</a> 1 <a href="#">01451457</a> <a href="#">6430</a>	00000		INV	03/31/2021	<a href="#">176W-LX77-PPFJ</a> 159.80 159.80 Invoice Net	
						CHECK TOTAL	159.80
<a href="#">670</a>	<a href="#">AMERICAN SOLUTIONS FOR</a> 1 <a href="#">01103000</a> <a href="#">6240</a>	00001		INV	03/31/2021	<a href="#">INV05237837</a> 533.50 533.50 Invoice Net	
						CHECK TOTAL	533.50
<a href="#">4088</a>	<a href="#">ANCOM COMMUNICATIONS I</a> 1 <a href="#">25207000</a> <a href="#">6340</a>	00000		INV	03/31/2021	<a href="#">100792</a> 1,205.00 1,205.00 Invoice Net	
						CHECK TOTAL	1,205.00
<a href="#">1143</a>	<a href="#">APG MEDIA OF SOUTHERN</a> 1 <a href="#">01041000</a> <a href="#">6240</a> 2 <a href="#">41610000</a> <a href="#">6240</a>	00000		INV	03/31/2021	<a href="#">10710-0221</a> 24.17 43.77 67.94 Invoice Net	
<a href="#">1143</a>	<a href="#">APG MEDIA OF SOUTHERN</a> 1 <a href="#">01041000</a> <a href="#">6240</a>	00000		INV	03/31/2021	<a href="#">1710-0121</a> 92.00 92.00 Invoice Net	
<a href="#">1143</a>	<a href="#">APG MEDIA OF SOUTHERN</a> 1 <a href="#">01107000</a> <a href="#">6240</a>	00000		INV	03/31/2021	<a href="#">10710-0121</a> 17.76 17.76 Invoice Net	
<a href="#">1143</a>	<a href="#">APG MEDIA OF SOUTHERN</a> 1 <a href="#">01031000</a> <a href="#">6240</a>	00000		INV	03/31/2021	<a href="#">10710-0121 2</a> 29.30 29.30 Invoice Net	
						CHECK TOTAL	207.00

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Waseca, MN  
| DETAIL INVOICE LIST

P 3  
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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">2455 ASSOC OF MN COUNTIES</a>	<a href="#">1 01002000 6241</a>	00000		INV	03/31/2021	<a href="#">58381</a>	
				Commsnrs	CnfTrngRgD	100.00	
				Invoice Net		100.00	
<a href="#">2455 ASSOC OF MN COUNTIES</a>	<a href="#">1 01111000 6241</a>	00000		INV	03/31/2021	<a href="#">58437</a>	
				CHBldgMtc	CnfTrngRgD	129.00	
				Invoice Net		129.00	
				CHECK TOTAL			229.00
<a href="#">8339 BAKER TILLY VANTAGEN L</a>	<a href="#">1 01065000 6260</a>	00000		INV	03/31/2021	<a href="#">39917</a>	
				HumnRsrcls	ProTechSvc	4,530.20	
				Invoice Net		4,530.20	
				CHECK TOTAL			4,530.20
<a href="#">1713 BOCKS SERVICE INC</a>	<a href="#">1 01521000 6563</a>	00000		INV	03/31/2021	<a href="#">191924</a>	
				CoParks	TrTbsBatt	65.25	
				Invoice Net		65.25	
				CHECK TOTAL			65.25
<a href="#">2366 BOMGAARS SUPPLY</a>	<a href="#">1 01521000 6410</a>	00000		INV	03/31/2021	<a href="#">081-009-5 3/16/21</a>	
				CoParks	CstBldgSpp	15.97	
				Invoice Net		15.97	
				CHECK TOTAL			15.97
<a href="#">2366 BOMGAARS SUPPLY</a>	<a href="#">1 13330000 6503</a>	00000		INV	03/31/2021	<a href="#">081-007-9 3/16/21</a>	
	<a href="#">2 13340000 6590</a>			HwyMntnc	TrffcSgns	103.01	
	<a href="#">3 13340000 6564</a>			HwyEqMt/Sh	TlsShpMat	56.36	
				HwyEqMt/Sh	MchVehPrts	186.74	
				Invoice Net		346.11	
				CHECK TOTAL			346.11
<a href="#">238 BORNEKE CONSTRUCTION I</a>	<a href="#">1 01107000 6260</a>	00000		INV	03/31/2021	<a href="#">3/17/21 STMT</a>	
				P&Z	ProTechSvc	30,600.00	
				Invoice Net		30,600.00	
				CHECK TOTAL			30,600.00
<a href="#">4469 BRITTON PLUMBING &amp; HEA</a>	<a href="#">1 01112000 6310</a>	00000		INV	03/31/2021	<a href="#">1000138</a>	
				LEBldgMtc	EqRepMtc	574.86	
				Invoice Net		574.86	
<a href="#">4469 BRITTON PLUMBING &amp; HEA</a>	<a href="#">1 01111000 6310</a>	00000		INV	03/31/2021	<a href="#">1000173</a>	
				CHBldgMtc	EqRepMtc	1,125.00	
				Invoice Net		1,125.00	
				CHECK TOTAL			1,699.86
<a href="#">400 BUDACH IMPLEMENT INC</a>	<a href="#">1 13340000 6564</a>	00000		INV	03/31/2021	<a href="#">ARWA20 3/25/21</a>	
				HwyEqMt/Sh	MchVehPrts	27.39	
				Invoice Net		27.39	
				CHECK TOTAL			27.39

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Waseca, MN  
DETAIL INVOICE LIST

P 4  
apwarrnt

CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<u>1853</u>	<u>ICON ENTERPRISES, INC.</u>						
	1 <u>01061061 6260</u>	00002		INV	03/31/2021	<u>210977</u>	
				ITTechnlgy	ProTechSvc	6,707.80	
				Invoice Net		6,707.80	
				CHECK TOTAL			6,707.80
<u>3477</u>	<u>COLE PAPERS INC</u>						
	1 <u>01111000 6410</u>	00000		INV	03/31/2021	<u>9957194</u>	
	2 <u>01112000 6410</u>			CHBldgMtc	CstBldgSpp	55.32	
	3 <u>01115000 6410</u>			LEBldgMtc	CstBldgSpp	55.32	
	4 <u>01116000 6410</u>			EABldMtc	CstBldgSpp	55.32	
	5 <u>01117000 6410</u>			ExtBldMtc	CstBldgSpp	55.32	
				HSPHBldgMt	CstBldgSpp	55.32	
				Invoice Net		276.60	
				CHECK TOTAL			878.77
<u>3477</u>	<u>COLE PAPERS INC</u>						
	1 <u>01111000 6410</u>	00000		INV	03/31/2021	<u>9960201</u>	
	2 <u>01112000 6410</u>			CHBldgMtc	CstBldgSpp	120.44	
	3 <u>01115000 6410</u>			LEBldgMtc	CstBldgSpp	120.44	
	4 <u>01116000 6410</u>			EABldMtc	CstBldgSpp	120.43	
	5 <u>01117000 6410</u>			ExtBldMtc	CstBldgSpp	120.43	
				HSPHBldgMt	CstBldgSpp	120.43	
				Invoice Net		602.17	
				CHECK TOTAL			878.77
<u>5818</u>	<u>CPS TECHNOLOGY SOLUTIO</u>						
	1 <u>01061061 6310</u>	00000		EFT	03/31/2021	<u>380034</u>	
				ITTechnlgy	EqRepMtc	98.00	
				Invoice Net		98.00	
				CHECK TOTAL			98.00
<u>4518</u>	<u>CRESCENT ELECTRIC SUPP</u>						
	1 <u>01111000 6409</u>	00000		INV	03/31/2021	<u>S508881569.001</u>	
				CHBldgMtc	LtngSplExp	91.09	
				Invoice Net		91.09	
				CHECK TOTAL			91.09
<u>1155</u>	<u>DENNIS FUNERAL HOMES</u>						
	1 <u>01211000 6260</u>	00000		INV	03/31/2021	<u>3/17/21 STMNT</u>	
				Coroner	ProTechSvc	620.00	
				Invoice Net		620.00	
				CHECK TOTAL			620.00
<u>896</u>	<u>DONAHUE ELECTRIC LLC</u>						
	1 <u>11118000 6611</u>	00000		INV	03/31/2021	<u>16432</u>	
				GenrlBldg	BldgImp	1,759.00	
				Invoice Net		1,759.00	
<u>896</u>	<u>DONAHUE ELECTRIC LLC</u>						
	1 <u>11118000 6611</u>	00000		INV	03/31/2021	<u>16433</u>	
				GenrlBldg	BldgImp	2,287.50	
				Invoice Net		2,287.50	
<u>896</u>	<u>DONAHUE ELECTRIC LLC</u>						
	1 <u>11118000 6611</u>	00000		INV	03/31/2021	<u>16434</u>	
				GenrlBldg	BldgImp	644.00	
				Invoice Net		644.00	
<u>896</u>	<u>DONAHUE ELECTRIC LLC</u>						
	1 <u>01115000 6409</u>	00000		INV	03/31/2021	<u>16435</u>	
				EABldMtc	LtngSplExp	101.90	
				Invoice Net		101.90	

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Waseca, MN  
| DETAIL INVOICE LIST

P 5  
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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">896 DONAHUE ELECTRIC LLC</a>	<a href="#">1 13340000 6611</a>	00000		INV	03/31/2021	<a href="#">16452</a>	
				HwyEqMt/Sh	BldgImp	4,155.76	
				Invoice Net		4,155.76	
				CHECK TOTAL			8,948.16
<a href="#">1007 EMERGENCY AUTOMOTIVE T</a>	<a href="#">1 01201201 6670</a>	00000		INV	03/31/2021	<a href="#">AW030121-1</a>	
				GenSheriff	Vehicles	1,561.29	
				Invoice Net		1,561.29	
				CHECK TOTAL			1,561.29
<a href="#">31 EXPRESS CARE INC</a>	<a href="#">1 01119000 6563</a>	00000		INV	03/31/2021	<a href="#">48038</a>	
				Fleet	TrTbsBatt	222.90	
				Invoice Net		222.90	
				CHECK TOTAL			222.90
<a href="#">8380 FINLEY ENGINEERING COM</a>	<a href="#">1 25068000 6260</a>	00003		INV	03/31/2021	<a href="#">5 CORR</a>	
				BrdbndExp	ProTechSvc	5,250.00	
				Invoice Net		5,250.00	
				CHECK TOTAL			5,250.00
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01111000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3284723</a>	
				CHBldgMtc	OffcSuppls	24.15	
				Invoice Net		24.15	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01252000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3283678</a>	
				CrtSvcs	OffcSuppls	11.16	
				Invoice Net		11.16	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01091000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3285051</a>	
				Attrny	OffcSuppls	31.11	
				Invoice Net		31.11	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01065000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3283385</a>	
				HumnRsrcls	OffcSuppls	218.17	
				Invoice Net		218.17	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01041000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3284772</a>	
				Aud-Treas	OffcSuppls	14.95	
				Invoice Net		14.95	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 01252000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3297912</a>	
				CrtSvcs	OffcSuppls	5.49	
				Invoice Net		5.49	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 25259000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3297608</a>	
				PermtCrry	OffcSuppls	47.14	
				Invoice Net		47.14	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 13310000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3294959</a>	
				HwyAdmin	OffcSuppls	3.15	
				Invoice Net		3.15	
<a href="#">235 INNOVATIVE OFFICE SOLU</a>	<a href="#">1 13310000 6401</a>	00000		INV	03/31/2021	<a href="#">IN3294744</a>	
				HwyAdmin	OffcSuppls	82.24	
				Invoice Net		82.24	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">235</a>	<a href="#">INNOVATIVE OFFICE SOLU</a>	00000		INV	03/31/2021	<a href="#">IN3283679</a>	
	1 <a href="#">13310000 6401</a>			HwyAdmin	OffcSuppls	53.73	
				Invoice Net		53.73	
				CHECK TOTAL		491.29	_____
<a href="#">985</a>	<a href="#">JANE T HOFMEISTER</a>	00000		INV	03/31/2021	<a href="#">3/23/21 STMNT</a>	
	1 <a href="#">01091000 6260</a>			Attrny	ProTechSvc	12.25	
				Invoice Net		12.25	
				CHECK TOTAL		12.25	_____
<a href="#">8334</a>	<a href="#">JOHN DEERE FINANCIAL</a>	00001		INV	03/31/2021	<a href="#">11113-63314 3/8/21</a>	
	1 <a href="#">13340000 6564</a>			HwyEqMt/Sh	MchVehPrts	1,463.21	
	2 <a href="#">13340000 6310</a>			HwyEqMt/Sh	EqRepMtc	720.00	
				Invoice Net		2,183.21	
				CHECK TOTAL		2,183.21	_____
<a href="#">2356</a>	<a href="#">JONES AND MAGNUS LLC</a>	00000		INV	03/31/2021	<a href="#">1963244</a>	
	1 <a href="#">01014000 6261</a>			CrtAdmnCo	CrtAptAtty	590.00	
				Invoice Net		590.00	
				CHECK TOTAL		590.00	_____
<a href="#">829</a>	<a href="#">KENDALL LANGSETH</a>	00000		INV	03/31/2021	<a href="#">3/8/21 STMNT</a>	
	1 <a href="#">41610000 6260</a>			Ditch	ProTechSvc	696.25	
	2 <a href="#">41610000 6334</a>			Ditch	Mileage	16.98	
				Invoice Net		713.23	
				CHECK TOTAL		713.23	_____
<a href="#">1410</a>	<a href="#">L &amp; L STREET ROD &amp; SPO</a>	00000		INV	03/31/2021	<a href="#">3161</a>	
	1 <a href="#">01201223 6472</a>			ShrfEqRepM	EmLghts	390.00	
				Invoice Net		390.00	
				CHECK TOTAL		390.00	_____
<a href="#">8404</a>	<a href="#">LEADS ONLINE</a>	00000		INV	03/31/2021	<a href="#">318143</a>	
	1 <a href="#">01201229 6475</a>			OffSupShrf	AdmnOffSpl	913.00	
				Invoice Net		913.00	
				CHECK TOTAL		913.00	_____
<a href="#">4177</a>	<a href="#">LES TLOUGAN</a>	00000		INV	03/31/2021	<a href="#">3/22/21 STMNT</a>	
	1 <a href="#">01062000 6111</a>			CenSvcs	PerDiems	480.00	
				Invoice Net		480.00	
				CHECK TOTAL		480.00	_____
<a href="#">719</a>	<a href="#">LITTLE FALLS MACHINE I</a>	00000		INV	03/31/2021	<a href="#">360991</a>	
	1 <a href="#">13340000 6564</a>			HwyEqMt/Sh	MchVehPrts	1,099.45	
				Invoice Net		1,099.45	
<a href="#">719</a>	<a href="#">LITTLE FALLS MACHINE I</a>	00000		INV	03/31/2021	<a href="#">361165</a>	
	1 <a href="#">13340000 6564</a>			HwyEqMt/Sh	MchVehPrts	2,829.96	
				Invoice Net		2,829.96	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	3,929.41
<a href="#">4315</a>	<a href="#">M-R SIGN COMPANY INC</a>	00000		INV	03/31/2021	<a href="#">211374</a>	
	1 <a href="#">13330000 6503</a>			HwyMntnc	TrffcSgns	6,690.61	
				Invoice Net		6,690.61	
						CHECK TOTAL	6,690.61
<a href="#">3854</a>	<a href="#">MADDEN, GALANTER, HANS</a>	00000		INV	03/31/2021	<a href="#">2/21_STMNT</a>	
	1 <a href="#">01065000 6260</a>			HumnRsrgs	ProTechSvc	2,418.90	
				Invoice Net		2,418.90	
						CHECK TOTAL	2,418.90
<a href="#">4305</a>	<a href="#">MARIPOSA PUBLISHING</a>	00000		INV	03/31/2021	<a href="#">IN740169</a>	
	1 <a href="#">01091000 6453</a>			Attrny	InfoLibChg	80.26	
				Invoice Net		80.26	
						CHECK TOTAL	80.26
<a href="#">1287</a>	<a href="#">MIDWEST MONITORING &amp; S</a>	00001		INV	03/31/2021	<a href="#">DT 0321100</a>	
	1 <a href="#">25252000 6213</a>			CrtSvcs	DrgTstgSvc	3,640.31	
				Invoice Net		3,640.31	
						CHECK TOTAL	3,640.31
<a href="#">4896</a>	<a href="#">MINNESOTA TRUCK &amp; EQUI</a>	00000		INV	03/31/2021	<a href="#">2819</a>	
	1 <a href="#">13340000 6260</a>			HwyEqMt/Sh	ProTechSvc	292.76	
				Invoice Net		292.76	
<a href="#">4896</a>	<a href="#">MINNESOTA TRUCK &amp; EQUI</a>	00000		INV	03/31/2021	<a href="#">2816</a>	
	1 <a href="#">13340000 6260</a>			HwyEqMt/Sh	ProTechSvc	381.39	
				Invoice Net		381.39	
						CHECK TOTAL	674.15
<a href="#">3311</a>	<a href="#">MN COMM OF TRANSPORTAT</a>	00000		INV	03/31/2021	<a href="#">P00013036</a>	
	1 <a href="#">13320000 6260</a>			HwyEng/Con	ProTechSvc	226.24	
				Invoice Net		226.24	
						CHECK TOTAL	226.24
<a href="#">559</a>	<a href="#">MN COUNTIES INTERGOVER</a>	00000		EFT	03/31/2021	<a href="#">4908</a>	
	1 <a href="#">01062000 6350</a>			CenSvcs	PrpLbilIns	196.00	
				Invoice Net		196.00	
						CHECK TOTAL	196.00
<a href="#">714</a>	<a href="#">MN POLLUTION CONTROL A</a>	00000		INV	03/31/2021	<a href="#">1000119448</a>	
	1 <a href="#">19391000 6241</a>			TransStatn	CnfTrngRgD	400.00	
				Invoice Net		400.00	
						CHECK TOTAL	400.00
<a href="#">246</a>	<a href="#">MN VALLEY COUNCIL OF G</a>	00000		INV	03/31/2021	<a href="#">10836</a>	
	1 <a href="#">01062000 6260</a>			CenSvcs	ProTechSvc	206.00	
				Invoice Net		206.00	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">246</a>	<a href="#">MN VALLEY COUNCIL OF G</a>					<a href="#">10818</a>	
	1 <a href="#">01062000 6242</a>	00000		INV	03/31/2021		
				CenSvcs	MVCOG	5,288.50	
				Invoice Net		5,288.50	
				CHECK TOTAL			5,494.50
<a href="#">268</a>	<a href="#">MN.IT SERVICES</a>					<a href="#">DV21020414</a>	
	1 <a href="#">01061061 6260</a>	00000		INV	03/31/2021		
				ITTechnlgy	ProTechSvc	1,300.00	
				Invoice Net		1,300.00	
				CHECK TOTAL			1,300.00
<a href="#">2797</a>	<a href="#">NAPA AUTO PARTS MPEC</a>					<a href="#">302392</a>	
	1 <a href="#">01521000 6310</a>	00000		INV	03/31/2021		
				CoParks	EqRepMtc	4.59	
				Invoice Net		4.59	
<a href="#">2797</a>	<a href="#">NAPA AUTO PARTS MPEC</a>					<a href="#">302489</a>	
	1 <a href="#">01521000 6310</a>	00000		INV	03/31/2021		
				CoParks	EqRepMtc	5.29	
				Invoice Net		5.29	
<a href="#">2797</a>	<a href="#">NAPA AUTO PARTS MPEC</a>					<a href="#">302419</a>	
	1 <a href="#">01521000 6310</a>	00000		INV	03/31/2021		
				CoParks	EqRepMtc	64.60	
				Invoice Net		64.60	
				CHECK TOTAL			74.48
<a href="#">8386</a>	<a href="#">NO WAIT INSIDE LLC</a>					<a href="#">1451</a>	
	1 <a href="#">01061061 6262</a>	00001		INV	03/31/2021		
				ITTechnlgy	SftwrSpprt	29.00	
				Invoice Net		29.00	
				CHECK TOTAL			29.00
<a href="#">548</a>	<a href="#">BIESANZ CHEMICALS INC</a>					<a href="#">7314</a>	
	1 <a href="#">01201217 6407</a>	00000		INV	03/31/2021		
				ShrfBrdPrs	ClngSppls	125.38	
				Invoice Net		125.38	
				CHECK TOTAL			125.38
<a href="#">8445</a>	<a href="#">NOW MICRO</a>					<a href="#">IV19578</a>	
	1 <a href="#">01061061 6480</a>	00000		INV	03/31/2021		
				ITTechnlgy	NonCapInv	213.00	
				Invoice Net		213.00	
				CHECK TOTAL			213.00
<a href="#">269</a>	<a href="#">PATTON HOVERSTEN &amp; BER</a>					<a href="#">31922-00N 41</a>	
	1 <a href="#">25252101 6260</a>	00000		INV	03/31/2021		
				DrgCrtFed	ProTechSvc	1,310.00	
				Invoice Net		1,310.00	
				CHECK TOTAL			1,310.00
<a href="#">333</a>	<a href="#">BARBARA J. BUKER</a>					<a href="#">17288</a>	
	1 <a href="#">01065000 6401</a>	00000		INV	03/31/2021		
				HumnRsrcls	OffcSuppls	82.90	
				Invoice Net		82.90	
<a href="#">333</a>	<a href="#">BARBARA J. BUKER</a>					<a href="#">17287</a>	
	1 <a href="#">13310000 6260</a>	00000		INV	03/31/2021		
				HwyAdmin	ProTechSvc	331.60	
				Invoice Net		331.60	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	414.50
<a href="#">8338</a>	<a href="#">PICTURE THIS ON GRANIT</a>			INV	03/31/2021	<a href="#">3270</a>	
	1 <a href="#">25121000 6480</a>	00001		VetsMem	NonCapInv	1,001.70	
				Invoice Net		1,001.70	
						CHECK TOTAL	1,001.70
<a href="#">871</a>	<a href="#">RAMSEY COUNTY</a>			INV	03/31/2021	<a href="#">MEDEX-029287</a>	
	1 <a href="#">01211000 6260</a>	00000		Coroner	ProTechSvc	1,465.00	
				Invoice Net		1,465.00	
<a href="#">871</a>	<a href="#">RAMSEY COUNTY</a>			INV	03/31/2021	<a href="#">MEDEX-029308</a>	
	1 <a href="#">01211000 6260</a>	00000		Coroner	ProTechSvc	1,542.00	
				Invoice Net		1,542.00	
						CHECK TOTAL	3,007.00
<a href="#">4859</a>	<a href="#">RECOVERY TREK LLC</a>			INV	03/31/2021	<a href="#">3935001121</a>	
	1 <a href="#">25252103 6213</a>	00000		DrgCrtDWI	DrgTstgSvc	135.00	
				Invoice Net		135.00	
						CHECK TOTAL	135.00
<a href="#">1953</a>	<a href="#">REGENTS OF UNIVERSITY</a>			INV	03/31/2021	<a href="#">0300026679</a>	
	1 <a href="#">01602000 6450</a>	00000		Extsn	FrEntSftwr	300.00	
				Invoice Net		300.00	
						CHECK TOTAL	300.00
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521639</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	166.39	
				Invoice Net		166.39	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521902</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	808.75	
				Invoice Net		808.75	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521836</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	78.42	
				Invoice Net		78.42	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521777</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	44.16	
				Invoice Net		44.16	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521824</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	349.85	
				Invoice Net		349.85	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521825</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	56.72	
				Invoice Net		56.72	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521901</a>	
	1 <a href="#">01062000 6341</a>	00000		CenSvcs	CopierMain	.49	
				Invoice Net		.49	
<a href="#">1934</a>	<a href="#">RIVER BEND BUSINESS PR</a>			INV	03/31/2021	<a href="#">521778</a>	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 01062000 6341			CenSvcs CopierMain		54.03	
				Invoice Net		54.03	
1934	RIVER BEND BUSINESS PR	00000		INV	03/31/2021	521491	
	1 01062000 6341			CenSvcs CopierMain		182.50	
				Invoice Net		182.50	
				CHECK TOTAL		1,741.31	_____
2380	MJB HANSEN FAMILY LP	00000		INV	03/31/2021	102605	
	1 01062000 6341			CenSvcs CopierMain		1,271.24	
				Invoice Net		1,271.24	
				CHECK TOTAL		1,271.24	_____
8316	RIVER VALLEY FORENSIC	00000		INV	03/31/2021	1418	
	1 01211000 6260			Coroner ProTechSvc		1,250.00	
				Invoice Net		1,250.00	
				CHECK TOTAL		1,250.00	_____
4262	ROCKMOUNT RESEARCH & A	00000		INV	03/31/2021	1260827	
	1 13340000 6562			HwyEqMt/Sh OthAutoSup		319.30	
				Invoice Net		319.30	
				CHECK TOTAL		319.30	_____
1629	RS EDEN	00000		INV	03/31/2021	64455	
	1 01252000 6412			CrtSvcs UATstng		60.30	
				Invoice Net		60.30	
				CHECK TOTAL		60.30	_____
138	RUSSELL GUSE	00000		INV	03/31/2021	3/8/21 STMNT	
	1 01107000 6334			P&Z Mileage		95.20	
	2 01107000 6260			P&Z ProTechSvc		562.50	
				Invoice Net		657.70	
				CHECK TOTAL		657.70	_____
4229	SOFTWARE.HARDWARE.INTE	00000		INV	03/31/2021	B13126614	
	1 01061061 6450			ITTechnlgy SftwrUpgrd		1,233.00	
				Invoice Net		1,233.00	
				CHECK TOTAL		1,233.00	_____
4694	SIRCHIE FINGERPRINT LA	00000		INV	03/31/2021	0486254-IN	
	1 01201229 6478			OffSupShrf DepSppl		39.96	
				Invoice Net		39.96	
				CHECK TOTAL		39.96	_____
4631	SPORTSMAN STOP	00000		INV	03/31/2021	3/23/21 #27	
	1 01061061 6202			ITTechnlgy Postage		9.84	
				Invoice Net		9.84	
				CHECK TOTAL		9.84	_____

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">1324</a>	<a href="#">STREAMLINE COMMUNICATI</a>	00000		INV	03/31/2021	<a href="#">1187</a>	
	1 <a href="#">01061061 6260</a>			ITTechnlgy	ProTechSvc	80.00	
				Invoice Net		80.00	
				CHECK TOTAL		80.00	_____
<a href="#">666</a>	<a href="#">THE RETROFIT COMPANIES</a>	00000		INV	03/31/2021	<a href="#">0111413-IN</a>	
	1 <a href="#">19392000 6260</a>			SpecWM	ProTechSvc	575.81	
				Invoice Net		575.81	
				CHECK TOTAL		575.81	_____
<a href="#">2254</a>	<a href="#">MONROE TOWMASTER LLC</a>	00000		INV	03/31/2021	<a href="#">436904</a>	
	1 <a href="#">13340000 6564</a>			HwyEqMt/Sh	MchVehPrts	387.01	
				Invoice Net		387.01	
				CHECK TOTAL		387.01	_____
<a href="#">3729</a>	<a href="#">UNIVERSAL RECYCLING TE</a>	00000		INV	03/31/2021	<a href="#">ARINV163900</a>	
	1 <a href="#">19393000 6260</a>			Recycling	ProTechSvc	2,127.30	
				Invoice Net		2,127.30	
				CHECK TOTAL		2,127.30	_____
<a href="#">7346</a>	<a href="#">WALMART PYMT PROCESSIN</a>	00000		INV	03/31/2021	<a href="#">6085 3/24/21</a>	
	1 <a href="#">19398000 6465</a>			SdWstAdmn	Rep1SupSvc	57.75	
				Invoice Net		57.75	
<a href="#">7346</a>	<a href="#">WALMART PYMT PROCESSIN</a>	00000		INV	03/31/2021	<a href="#">1100 3/16/21</a>	
	1 <a href="#">13340000 6410</a>			HwyEqMt/Sh	CstBldgSpp	13.79	
				Invoice Net		13.79	
				CHECK TOTAL		71.54	_____
<a href="#">3102</a>	<a href="#">WASECA, CITY OF</a>	00000		INV	03/31/2021	<a href="#">2480</a>	
	1 <a href="#">13320000 6281</a>			HwyEng/Con	Constrtion	229,068.12	
				Invoice Net		229,068.12	
				CHECK TOTAL		229,068.12	_____
<a href="#">1337</a>	<a href="#">WASECA CO ATTORNEY'S O</a>	00000		INV	03/31/2021	<a href="#">WEST 844004971</a>	
	1 <a href="#">25257000 5807</a>			JailCntn	JailCantn	284.00	
				Invoice Net		284.00	
				CHECK TOTAL		284.00	_____
<a href="#">615</a>	<a href="#">ZAHL EQUIPMENT SERVICE</a>	00000		INV	03/31/2021	<a href="#">0022845-IN</a>	
	1 <a href="#">13340000 6565</a>			HwyEqMt/Sh	OthRepSppl	100.00	
				Invoice Net		100.00	
<a href="#">615</a>	<a href="#">ZAHL EQUIPMENT SERVICE</a>	00000		INV	03/31/2021	<a href="#">0022852-IN</a>	
	1 <a href="#">13340000 6565</a>			HwyEqMt/Sh	OthRepSppl	271.65	
				Invoice Net		271.65	
<a href="#">615</a>	<a href="#">ZAHL EQUIPMENT SERVICE</a>	00000		INV	03/31/2021	<a href="#">0022885-IN</a>	
	1 <a href="#">13340000 6565</a>			HwyEqMt/Sh	OthRepSppl	119.65	
				Invoice Net		119.65	

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
<a href="#">615 Z AHL EQUIPMENT SERVICE</a>		00000		INV	03/31/2021	<a href="#">251712</a>	
1 <a href="#">13340000 6565</a>				HwyEqMt/Sh	OthRepSppl	303.23	
				Invoice Net		303.23	
				CHECK TOTAL			794.53
<a href="#">8335 ZOOM VIDEO COMMUNICATI</a>		00000		INV	03/31/2021	<a href="#">INV75130035</a>	
1 <a href="#">01061061 6450</a>				ITTechnlgy	SftwrUpgrd	1,499.00	
				Invoice Net		1,499.00	
				CHECK TOTAL			1,499.00
=====							
110 INVOICES				CHECK RUN TOTAL		346,857.03	346,857.03
				CASH ACCOUNT BALANCE			9,810,704.47
=====							

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Waseca, MN  
CHECK RUN SUMMARY

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CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
01	01002000	County Commissione	01-002-010-000-0000-0000-6241-	Conference/Trainig/Reg	100.00	195.00
01	01014000	Court Admin Waseca	01-014-010-000-0000-0000-6261-	Court Appointed Attorn	590.00	3,139.60
01	01031000	Court Administrat	01-031-010-000-0000-0000-6240-	Advertising/Legal Noti	29.30	343.86
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6240-	Advertising/Legal Noti	116.17	2,742.92
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6401-	Office Supplies	14.95	2,181.14
01	01061061	IT Technology	01-061-010-061-0000-0000-6202-	Postage	9.84	22.57
01	01061061	IT Technology	01-061-010-061-0000-0000-6260-	Prof & Tech Services	8,087.80	-8,664.21
01	01061061	IT Technology	01-061-010-061-0000-0000-6262-	Software Support	29.00	38,984.67
01	01061061	IT Technology	01-061-010-061-0000-0000-6310-	Equipment Repairs/Main	98.00	-1,266.00
01	01061061	IT Technology	01-061-010-061-0000-0000-6450-	Software & Upgrades	2,732.00	94,573.48
01	01061061	IT Technology	01-061-010-061-0000-0000-6480-	Non-Capitalized Invent	213.00	-10,400.75
01	01062000	Central Services	01-062-010-000-0000-0000-6111-	Per Diems	480.00	-800.00
01	01062000	Central Services	01-062-010-000-0000-0000-6242-	MVCOG	5,288.50	.00
01	01062000	Central Services	01-062-010-000-0000-0000-6260-	Prof & Tech Services	206.00	2,447.18
01	01062000	Central Services	01-062-010-000-0000-0000-6341-	Copier Maintenance	3,012.55	-10,230.54
01	01062000	Central Services	01-062-010-000-0000-0000-6350-	Property Liability Ins	196.00	-5,681.98
01	01065000	Human Resources	01-065-010-000-0000-0000-6260-	Prof & Tech Services	6,949.10	13,749.42
01	01065000	Human Resources	01-065-010-000-0000-0000-6401-	Office Supplies	301.07	-1,191.44
01	01091000	Attorney	01-091-010-000-0000-0000-6260-	Prof & Tech Services	12.25	124,004.50
01	01091000	Attorney	01-091-010-000-0000-0000-6401-	Office Supplies	31.11	530.41
01	01091000	Attorney	01-091-010-000-0000-0000-6453-	Information/Library Ch	80.26	2,062.47
01	01103000	Assessor	01-103-010-000-0000-0000-6240-	Advertising/Legal Noti	533.50	-980.49
01	01107000	Planning and Zonin	01-107-010-000-0000-0000-6240-	Advertising/Legal Noti	17.76	1,405.40
01	01107000	Planning and Zonin	01-107-010-000-0000-0000-6260-	Prof & Tech Services	31,162.50	12,718.89
01	01107000	Planning and Zonin	01-107-010-000-0000-0000-6334-	Mileage	95.20	1,036.20
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6241-	Conference/Trainig/Reg	129.00	1,350.00
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6310-	Equipment Repairs/Main	1,125.00	6,285.14
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6401-	Office Supplies	24.15	-100.08
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6409-	Lighting Supplies And	91.09	1,245.49
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6410-	Custodial & Building S	175.76	-163.75
01	01112000	Law Enforcement Bu	01-112-020-000-0000-0000-6310-	Equipment Repairs/Main	574.86	2,661.50
01	01112000	Law Enforcement Bu	01-112-020-000-0000-0000-6410-	Custodial/Building Sup	175.76	-811.04
01	01115000	East Annex Buildin	01-115-010-000-0000-0000-6409-	Lighting Supplies And	101.90	191.48
01	01115000	East Annex Buildin	01-115-010-000-0000-0000-6410-	Custodial/Building Sup	175.75	-1,132.65
01	01116000	Extension Building	01-116-090-000-0000-0000-6410-	Custodial/Building Sup	175.75	-101.28
01	01117000	Hman Svcs/Pub Hlth	01-117-050-000-0000-0000-6410-	Custodial/Building Sup	175.75	-3,381.51
01	01119000	Fleet	01-119-010-000-0000-0000-6563-	Tires Tubes & Batterie	222.90	798.10
01	01201201	General Sheriff	01-201-020-201-0000-0000-6670-	Vehicles	1,561.29	-256,453.90
01	01201217	Sheriff Board of P	01-201-020-217-0000-0000-6268-	Medical Costs	3,515.60	4,128.47
01	01201217	Sheriff Board of P	01-201-020-217-0000-0000-6407-	Cleaning Supplies	125.38	170.00
01	01201223	Sheriff Eqpmnt Rep	01-201-020-223-0000-0000-6472-	Emergency Lights	390.00	6,320.00
01	01201229	Office Supplies, S	01-201-020-229-0000-0000-6475-	Administrative Office	913.00	7,324.69
01	01201229	Office Supplies, S	01-201-020-229-0000-0000-6478-	Deputies Supplies	39.96	2,178.26
01	01211000	Coroner	01-211-020-000-0000-0000-6260-	Prof & Tech Services	4,877.00	-2,947.75
01	01252000	Court Services	01-252-020-000-0000-0000-6401-	Office Supplies	16.65	1,261.17
01	01252000	Court Services	01-252-020-000-0000-0000-6412-	UA Testing	60.30	574.05
01	01451457	PHP	01-451-050-457-0000-0000-6430-	Medical Supplies	159.80	.00
01	01521000	County Parks	01-521-070-000-0000-0000-6310-	Equipment Repairs/Main	74.48	-1,459.39
01	01521000	County Parks	01-521-070-000-0000-0000-6410-	Custodial/Building Sup	15.97	820.16

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CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET	
01 01521000 County Parks	01-521-070-000-0000-0000-6563-	Tires Tubes & Batterie	65.25	993.00
01 01602000 Extension	01-602-090-000-0000-0000-6450-	Fair Entry Software	300.00	300.00
		FUND TOTAL	75,648.21	
CASH ACCOUNT 99000000 1001	BALANCE 9,810,704.47			
11 11118000 General Building	11-118-010-000-0000-0000-6611-	Building Improvements	4,690.50	136,016.96
		FUND TOTAL	4,690.50	
CASH ACCOUNT 99000000 1001	BALANCE 9,810,704.47			
13 13310000 Highway Administra	13-310-030-000-0000-0000-6260-	Prof & Tech Services	331.60	-3,842.53
13 13310000 Highway Administra	13-310-030-000-0000-0000-6401-	Office Supplies	139.12	542.41
13 13320000 Hwy Engineering/Co	13-320-030-000-0000-0000-6260-	Prof & Tech Services	226.24	297,333.84
13 13320000 Hwy Engineering/Co	13-320-030-000-0000-0000-6281-	Construction	229,068.12	2,198,955.41
13 13330000 Highway Maintenanc	13-330-030-000-0000-0000-6503-	Traffic Signs	6,793.62	-3,494.51
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6260-	Prof & Tech Services	674.15	-5,544.96
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6310-	Equipment Repairs/Main	720.00	4,818.00
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6410-	Custodial/Building Sup	13.79	-966.47
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6562-	Other Auto Supplies	319.30	19,342.21
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6564-	Machinery/Vehicle Part	5,993.76	-3,045.95
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6565-	Other Repair Supplies	794.53	4,400.10
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6590-	Tools & Shop Materials	56.36	-4,571.42
13 13340000 Hwy Equipment Main	13-340-030-000-0000-0000-6611-	Building Improvements	4,155.76	30,601.81
		FUND TOTAL	249,286.35	
CASH ACCOUNT 99000000 1001	BALANCE 9,810,704.47			
19 19391000 Transfer Station	19-391-040-000-0000-0000-6241-	Conference/Trainig/Reg	400.00	-1,564.79
19 19392000 Special Waste Mana	19-392-040-000-0000-0000-6260-	Prof & Tech Services	575.81	-598.14
19 19393000 Recycling	19-393-040-000-0000-0000-6260-	Prof & Tech Services	2,127.30	2,833.15
19 19398000 Solid Waste Admini	19-398-040-000-0000-0000-6465-	Replacement of Supplie	57.75	.00
		FUND TOTAL	3,160.86	
CASH ACCOUNT 99000000 1001	BALANCE 9,810,704.47			
25 25068000 Broadband Expansio	25-068-070-000-0000-0000-6260-	Professional & Technic	5,250.00	.00
25 25121000 Veteran's Memorial	25-121-070-000-0000-0000-6480-	Non-Capitalized Invent	1,001.70	-3,471.00
25 25207000 E911	25-207-020-000-0000-0000-6340-	Rentals & Service Agre	1,205.00	-10,406.05
25 25252000 Court Services	25-252-020-000-0000-0000-6213-	Drug Testing Services	3,640.31	7,936.36
25 25252101 Drug Court Federal	25-252-020-101-0000-0000-6260-	Prof & Tech Services	1,310.00	-24,052.04
25 25252103 Drug Court DWI Tra	25-252-020-103-0000-0000-6213-	Drug Testing Services	135.00	5,894.31
25 25257000 Jail Canteen	25-257-020-000-0000-0000-5807-	Jail Canteen Receipts	284.00	.00
25 25257000 Jail Canteen	25-257-020-000-0000-0000-6807-	Jail Canteen Miscellan	440.96	1,275.06
25 25259000 Permit To Carry	25-259-020-000-0000-0000-6401-	Office Supplies	47.14	-5,388.04

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CHECK RUN: C040621 04/06/2021

DUE DATE: 03/31/2021

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
CASH ACCOUNT 99000000 1001		BALANCE 9,810,704.47	
		FUND TOTAL	13,314.11
41	41610000 Ditch	41-610-090-000-0000-0000-6240- Advertising/Legal Noti	43.77 -20.72
41	41610000 Ditch	41-610-090-000-0000-0000-6260- Prof & Tech Services	696.25 -64,054.17
41	41610000 Ditch	41-610-090-000-0000-0000-6334- Mileage	16.98 -2,368.60
		FUND TOTAL	757.00
CASH ACCOUNT 99000000 1001		BALANCE 9,810,704.47	
		CHECK RUN SUMMARY TOTAL	346,857.03
		GRAND TOTAL	346,857.03

\*\* END OF REPORT - Generated by Amy Schauer \*\*



**Waseca County Board of Commissioners  
Request for Board Action**

**Variance Application Fee Refund**

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Planning and Zoning Department	<input checked="" type="checkbox"/> Current budget
<b>Contact:</b>	Mark Leiferman, Planning and Zoning Administrator	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0651	<input type="checkbox"/> Other
<b>Prepared by:</b>	Maame Yorke	<input type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

Variance Application Fee Refund

**SUMMARY**

On February 5, 2021, Planning and Zoning staff received a variance application from Jeffrey A Herbst to construct an Accessory Structure (storage shed) on the property located at 3974 427<sup>th</sup> Avenue, Janesville. In addition to the accessory structure, the proposal was to include the location of a second Subsurface Sewer Treatment System (SSTS) on this property. The location of the accessory structure and the second SSTS on the site at the time of the application required a setback variances.

On March 3, 2021, the applicant withdrew his application due to a possible option in the placement of the accessory structure and second SSTS not requiring variances. Staff originally advised the applicant of the need for the variance and then discovered the alternate to alleviate this need. Owing to this, staff is requesting that the variance application fee of \$600 be refunded to the applicant.

**RECOMMENDATION**

Staff recommends that the County Board approves a variance application fee refund of \$600.

**EXPLANATION OF FISCAL/FTE IMPACTS**

**ATTACHMENT- Alternate Site Plan**

**Administrator's Comments:**

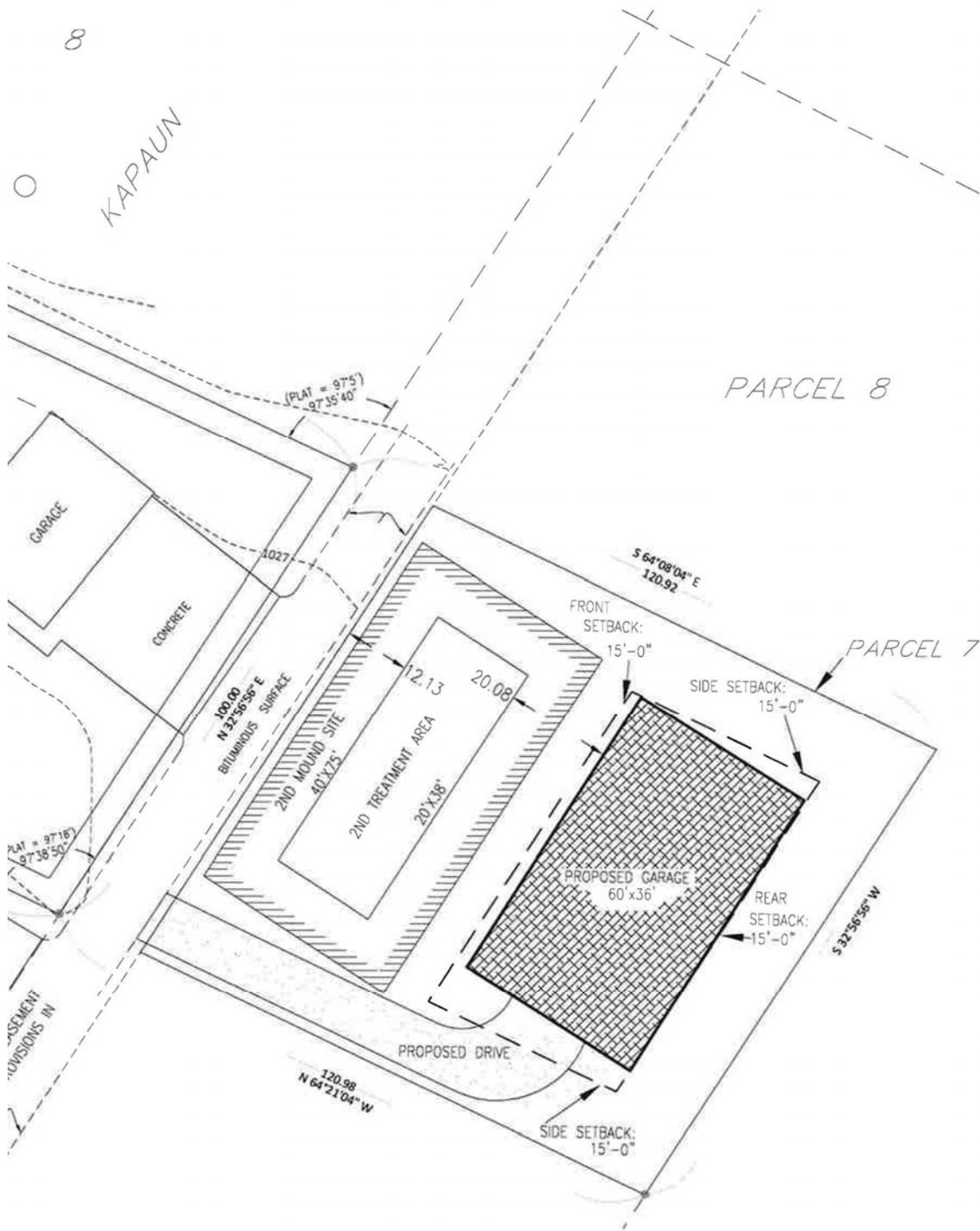
- Recommend Action
- Do Not Recommend Action
- Reviewed – No Recommendation
- Reviewed – Information Only
- Submitted at Commissioner Request

**Reviewed By (if required):**

- County Attorney's Office
- Risk Management
- Human Resources
- Information Technology
- Building and Grounds

\_\_\_\_\_  
County Administrator

ATTACHMENT A





Waseca County Board of Commissioners  
Request for Board Action

**Partial Release of Exclusive Agricultural Use Zone Restrictive Covenant;  
Andrew and Heather Dimmel & Sean and Maria Mulcahey**

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Planning and Zoning Department	<input type="checkbox"/> Current budget
<b>Contact:</b>	Mark Leiferman, Planning and Zoning Administrator	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0651	<input type="checkbox"/> Other
<b>Prepared by:</b>	Shelley Hyatt	<input checked="" type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

Approval of the Waseca County Amendment to Exclusive Agricultural Use Zone Restrictive Covenant for Andrew and Heather Dimmel & Sean and Maria Mulcahey

**SUMMARY**

Staff has two amendments that have been requested from Exclusive Agricultural Use Zone Restrictive Covenant Agreements (hereinafter the “Ag Covenant”) that has been submitted for review by the County Board. The request is:

Owner	PID	Acres Removed (from Ag Covenant)	Acres Remaining (in Ag Covenant)
Andrew and Heather Dimmel	01.005.0100	3.12	114.88
	01.005.0110	2	
Sean and Maria Mulcahey	01.001.0410	18.78	285.76
	09.006.0405	3.85	

**RECOMMENDATION**

Waseca County staff recommends that the Waseca County Board of Commissioners review the Ag Covenant Amendments in substantially the form as appended to this memorandum and advise if there are any concerns regarding this requested amendment.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Properties enrolled in the program receive a reduction in the real estate taxes paid equal to \$1.50 per acre per year. The amount of the reduction is reimbursed by the State of Minnesota.

Supporting Documents:

Attachment A: Dimmel Amendment to Exclusive Agricultural Use Zone Restrictive Covenant

Attachment B: Mulcahey Amendment to Exclusive Agricultural Use Zone Restrictive Covenant

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed – No Recommendation
- Reviewed – Information Only
- Submitted at Commissioner Request

**Reviewed By (if required):**

- County Attorney's Office
- Risk Management
- Human Resources
- Information Technology
- Building and Grounds

---

County Administrator



Waseca County Board

By: \_\_\_\_\_  
DeAnne Malterer, Chairman of the Waseca County Board

By: \_\_\_\_\_  
Tammy Spooner, Clerk of the Waseca County Board

State of Minnesota     )  
                                  ) ss.  
County of Waseca     )

This Amendment of Exclusive Agricultural Use Zone Restrictive Covenant was acknowledged before me on \_\_\_\_\_, by Waseca County Board Chairman DeAnne Malterer and Tammy Spooner, Clerk of the Waseca County Board of Waseca County, Minnesota.

(Seal, if any)

\_\_\_\_\_  
*(Signature of notarial officer)*

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

My commission expires: \_\_\_\_\_  
*(Month/day/year)*

**The remainder of this page was left blank intentionally.**

Owners:

By: \_\_\_\_\_  
Andrew S. Dimmel, married to Heather A. Dimmel

By: \_\_\_\_\_  
Heather A. Dimmel, married to Andrew S. Dimmel

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF WASECA    )

The foregoing Easement was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by before me, personally appeared Andrew S. Dimmel, married to Heather A. Dimmel.

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

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF WASECA    )

The foregoing Easement was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by before me, personally appeared Heather A. Dimmel, married to Andrew S. Dimmel.

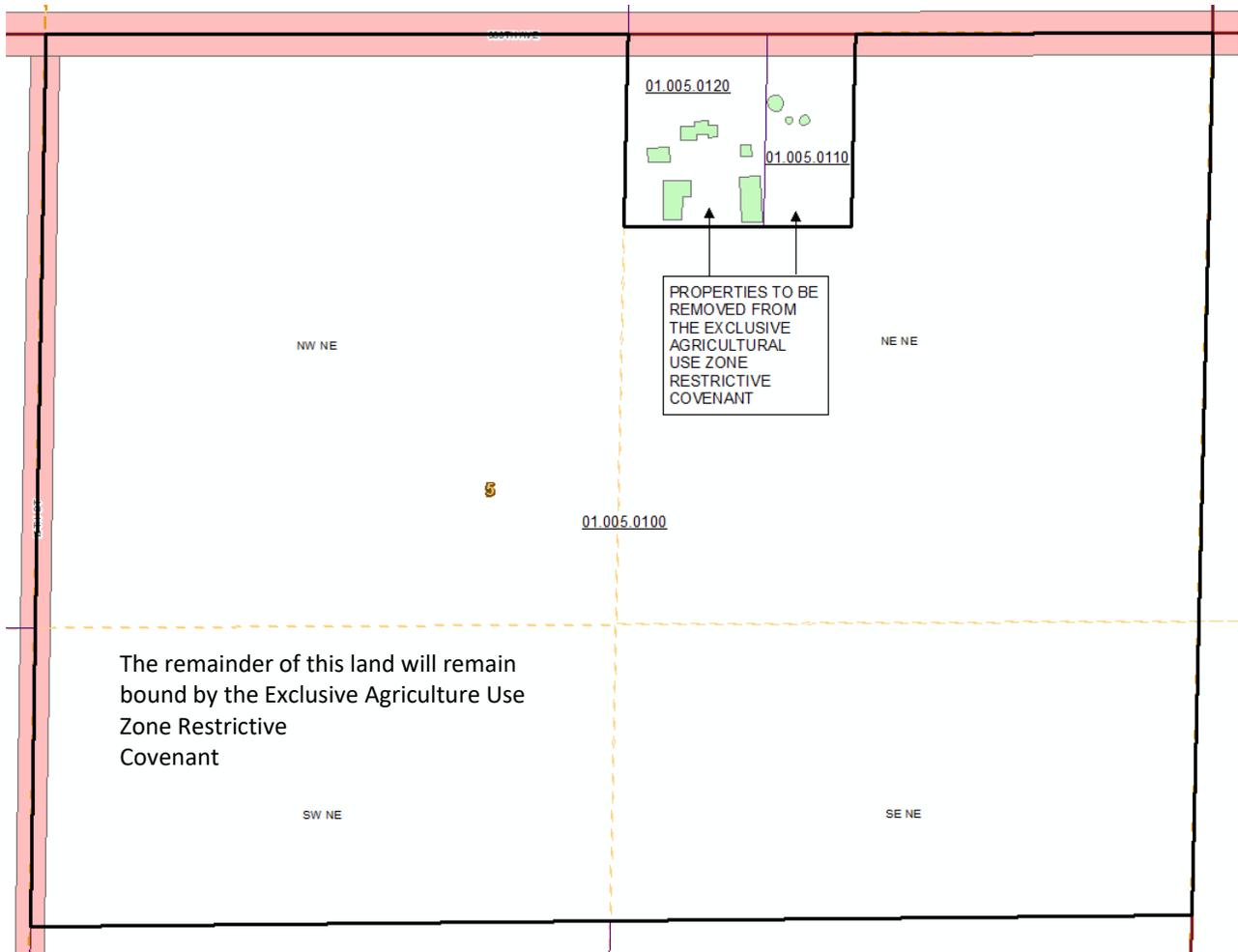
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Waseca County  
300 North State Street  
Waseca, MN 56093  
507-835-0650

**Exhibit "A"**  
Property to be removed from  
Exclusive Agricultural Use Zone Restrictive Covenant

**Parcel ID No. 01.005.0110 and Parcel ID No. 01.005.0120**

The North 435 feet of the West 513 feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section Five (5), Township One Hundred Seven (107) North, Range Twenty-four (24) West, Waseca County, Minnesota, EXCEPT the East 200 feet thereof, containing 3.12 acres, more or less, and being subject to road right-of-way along the North line thereof.



**Exhibit "B"**

Property to remain bound by the benefits and requirements of the  
Exclusive Agricultural Use Zone Restrictive Covenant

Section Five (5), Township One Hundred Seven (107) North, Range Twenty-four (24) West, Waseca County, Minnesota,  
120.00 acres of the Northeast Quarter (NE1/4)

EXCEPT,

The North 435 feet of the West 513 feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section Five (5), Township One Hundred Seven (107) North, Range Twenty-four (24) West, Waseca County, Minnesota, EXCEPT the East 200 feet thereof, containing 3.12 acres, more or less, and being subject to road right-of-way along the North line thereof.



Waseca County Board

By: \_\_\_\_\_  
DeAnne Malterer, Chairman of the Waseca County Board

By: \_\_\_\_\_  
Tammy Spooner, Clerk of the Waseca County Board

State of Minnesota        )  
                                  ) ss.  
County of Waseca         )

This Amendment of Exclusive Agricultural Use Zone Restrictive Covenant was acknowledged before me on \_\_\_\_\_, by Waseca County Board Chairman DeAnne Malterer and Tammy Spooner, Clerk of the Waseca County Board of Waseca County, Minnesota.

(Seal, if any)

\_\_\_\_\_  
*(Signature of notarial officer)*

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

My commission expires: \_\_\_\_\_  
*(Month/day/year)*

**The remainder of this page was left blank intentionally.**

Owners

By: \_\_\_\_\_  
Sean W. Mulcahey, married to Maria K. Mulcahey

By: \_\_\_\_\_  
Maria K. Mulcahey, married to Sean W. Mulcahey

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF WASECA    )

The foregoing Easement was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by before me, personally appeared Sean W. Mulcahey, married to Maria K. Mulcahey.

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

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF WASECA    )

The foregoing Easement was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by before me, personally appeared Maria K. Mulcahey, married to Sean W. Mulcahey.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Waseca County  
300 North State Street  
Waseca, MN 56093  
507-835-0650

## Exhibit "A"

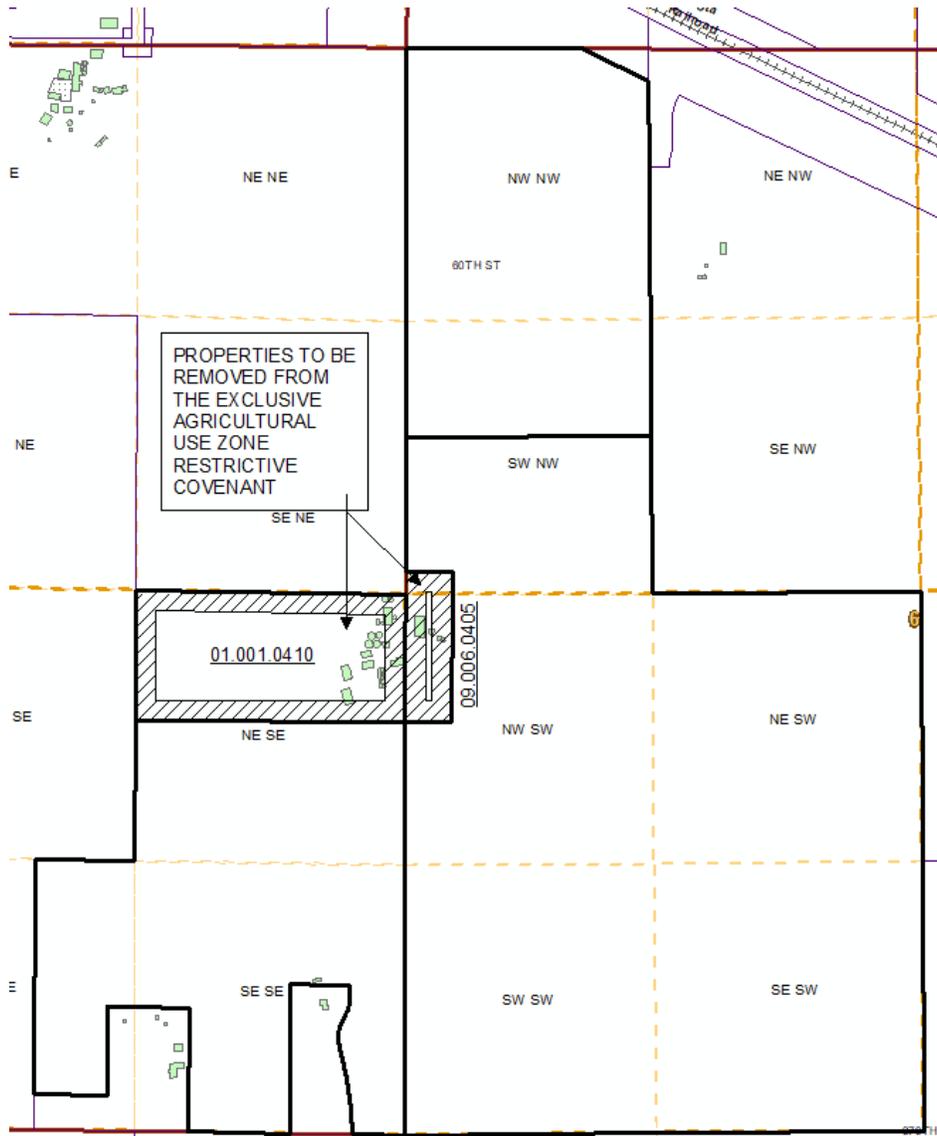
### Property to be removed from Exclusive Agricultural Use Zone Restrictive Covenant

#### 01.001.0410

The North 620.00 feet of the Northeast Quarter of the Southeast Quarter of Section 1, Township 107 North, Range 24 West, Waseca County, Minnesota, as measured along the east line of the Southeast Quarter of said Section 1.

#### 09.006.0405

That part of the Northwest Quarter of the Southwest Quarter of Section 6 and that part of the Southwest Quarter of the Northwest Quarter of Section 6, all in Township 107 North, Range 23 West, Waseca County, Minnesota, described as: Beginning at the West Quarter corner of said Section 6; thence South 00 degrees 00 minutes 00 seconds West, (assumed bearing), along the west line of the Southwest Quarter of said Section 6, a distance of 620.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 230.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 730.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 230 feet to a point on the west line of the Northwest Quarter of said Section 6; thence Southerly, along said west line, 110 feet to the point of beginning.



## **Exhibit “B”**

### Property to remain bound by the benefits and requirements of the Exclusive Agricultural Use Zone Restrictive Covenant

#### **Parcel No.1**

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), in Section One (1), Township One Hundred Seven (107) North, Range Twenty-four (24) West; and, the West Half (W1/2) of the Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4), in Section Six (6), Township One Hundred Seven (107) North, Range Twenty-three (23) West; all in Waseca County, Minnesota,

#### **Parcel No. 2**

The South Half (S1/2) of the Southwest Quarter (SW1/4), in Section Six (6), Township One Hundred Seven (107) North, Range Twenty-three (23) West; and, the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) and the East 15 acres of the South-west Quarter (SW1/4) of the Southeast Quarter (SE1/4), in Section One (1), Township One Hundred Seven (107) North, Range Twenty-four (24) West, Waseca County, Minnesota,

EXCEPT:

- (a) Beginning at a point on the south line of the Southeast Quarter (SE1/4) of Section One (1), Township One Hundred Seven (107) North, Range Twenty-four (24) West, which point is One Thousand Fifty-nine (1059) feet west of the Southeast Corner thereof; thence West Seven Hundred Sixty-two and One tenth (762.1) feet on said south line of said Quarter Section; thence North One Hundred Sixty-eight (168.0) feet at a right angle; thence East Three Hundred Sixty-two and One tenth (362.1) feet at a right angle; thence North Four Hundred Thirty-two (432.0) feet at a right angle; thence East Four Hundred (400.0) feet at a right angle; thence South Six Hundred (600.0) feet at a right angle, to the point of beginning; being part of the South Half (S1/2) of the Southeast Quarter (SE1/4), Section One (1), Township One Hundred Seven (107) North, Range Twenty-four (24) West, and containing Six and Ninety-one Hundredths(6.91) acres more or less; subject to highway easements on the South side thereof, Waseca County, Minnesota,
- (b) Beginning at the Southeast corner of the Southeast Quarter (SE1/4) of said Section One (1), Township One Hundred Seven (107) North, Range Twenty-four (24) West, from thence West along the Section line a distance of 290 feet for a point of commencement, thence North 726 feet, thence West 273 feet, thence South 726 feet to the south line of said Section One (1), thence East along the section line a distance, of 273 feet to the point of commencement, said tract containing 4.55 acres more or less, Waseca County, Minnesota.
- (c) The North 620.00 feet of the Northeast Quarter of the Southeast Quarter of Section 1, Township 107 North, Range 24 West, Waseca County, Minnesota, as measured along the east line of the Southeast Quarter of said Section 1.
- (d) That part of the Northwest Quarter of the Southwest Quarter of Section 6 and that part of the Southwest Quarter of the Northwest Quarter of Section 6, all in Township 107 North, Range 23 West, Waseca County, Minnesota, described as: Beginning at the West Quarter corner of said Section 6; thence South 00 degrees 00 minutes 00 seconds West, (assumed bearing), along the west line of the Southwest Quarter of said Section 6, a distance of 620.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 230.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 730.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 230 feet to a point on the west line of the Northwest Quarter of said Section 6; thence Southerly, along said west line, 110 feet to the point of beginning



**Waseca County Board of Commissioners  
Request for Board Action**

**Authorization to Issue Zoning Permit;  
Conagra Foods Packaged Foods**

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Planning and Zoning Department	<input type="checkbox"/> Current budget
<b>Contact:</b>	Mark Leiferman, Planning and Zoning Administrator	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0651	<input type="checkbox"/> Other
<b>Prepared by:</b>	Shelley Hyatt	<input checked="" type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

Authorization to issue a Waseca County Zoning permit in advance of the issuance of a Conditional Use Permit.

**SUMMARY**

Staff has received a request from Foth Engineering on behalf of Conagra Foods Packaged Foods to issue a Zoning Permit in prior to the approval of an Amendment to the original Conditional Use Permit (CUP) for the Birds Eye Industrial Wastewater Processing facility. The plan is to add a screening room building to the site which will remove plant matter from the waste water prior to entering into the ponds and/or being applied to certain spray fields. The new facility will also treat the wastewater within lagoons to maintain the PH levels in the water storage and aeration lagoons to reduce odor. Kristin C. Nierengarten, *Associate Attorney with Rupp, Anderson, Squires and Waldspurger, P.A.*, the County's Land Use attorney advised The County require a conditional use permit for this facility and to address issues that have come up since the second CUP amendment.

Staff applauds the efforts to improve odor issues at the plant and have no serious concerns regarding this request; however, we have advised the consultant that if an Amendment to the Conditional Use Permit is not approved the County Board may not allow the use of the facility or may take other actions regarding the use of the property.

**RECOMMENDATION**

Waseca County staff recommends the Waseca County Board of Commissioners authorize the issuance of a Zoning Permit in advance of the review and approval of the approval of the amended conditional use permit.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None

**ATTACHMENTS**

Attachment A: Foth Email request and response  
Attachment B: Site and Building Plans

**ATTACHMENT A  
EXTRACT OF EMAILS**

**From:** Mark Leiferman  
**Sent:** Tuesday, March 30, 2021 12:04 PM  
**To:** 'Rehwaldt, Bruce' <Bruce.Rehwaldt@foth.com>  
**Cc:** Shelley Hyatt <Shelley.Hyatt@co.waseca.mn.us>; Maame Yorke <Maame.Yorke@co.waseca.mn.us>; Michael Johnson <Michael.Johnson@co.waseca.mn.us>; Bill Green (BillG@ci.waseca.mn.us) <BillG@ci.waseca.mn.us>; Lee Mattson <LeeM@ci.waseca.mn.us>  
**Subject:** RE: Conagra Screenhouse Planning Commission Meeting

Bruce:

The County will issue a Zoning Permit for the screening building we have been discussing. The permit will be issued upon receipt of a complete Zoning Permit application and CUP application (fee \$600) for an amendment to the appended conditional use permit or CUP (as the permit was amended in 2015 and 2018). The County will issue the Zoning Permit to authorize construction of the facility subject to the approval of an amendment to the CUP. If Conagra proceeds the company understands the construction of the facility improvements hold potential risk of denial by the Waseca County Board of the amended CUP. Such denial may result in the inability to place the facility into service or other requirements at the discretion of the County Board. The CUP request should address the removal from spray field from operation on the property where the new plant is under construction and the filling of the old lagoon site adjacent to the City of Waseca Waste Water Treatment Plant. The CUP application is due by April 9, 2021 to facilitate the public hearing on May 6, 2021.

You should also be aware, the City of Waseca exercises building permit authority within two miles of the City of Waseca. Conagra will also need to contact the City of Waseca regarding the requirements for a building permit.

Please advise if you have any issues regarding this matter.

*Mark Leiferman*

Mark Leiferman  
Planning and Zoning Administrator  
Waseca County  
300 North State Street  
Waseca, MN 56093

**FOTH REQUEST**

Mark-

As we discussed, proposed upgrades are being implemented to address the formation of hydrogen sulfide at Conagra's existing lagoon storage facility near Waseca, MN. Hydrogen sulfide is the main constituent concern relating to the ongoing odor issue at the site. Hydrogen sulfide is mainly created through the biological degradation of organic matter and sulfur compounds under anoxic or anaerobic environments.

Maintaining the pH of the stored process wastewater at or above 8.0 standard units will reduce the volatilization of hydrogen sulfide, further reducing potential hydrogen sulfide emissions. Controlling and maintaining pH within each of the existing lagoons will be through addition of sodium hydroxide. SulfaLoc (a proprietary chemical mined from peat bogs) will also be added to help further with controlling hydrogen sulfide emissions and corresponding odors.

Following is a summary of what equipment is being proposed for the above upgrades:

1. One (1) new 2,400 ft<sup>2</sup> building to house the new process equipment

2. Two (2) new internally fed rotary drum screens – replace existing drum screens currently installed at current manufacturing facility
3. Two (2) new belt conveyors or screw type augers to transfer collected solids from new screens to the existing silage pad for use by area farmers for animal feed
4. One (1) new drilled well for hot and cold water including:
  - a. One (1) well pump – Approximately 125-gpm @ 175-ft TDH
  - b. One (1) pressure tank to maintain system pressure
  - c. One (1) natural gas water heater
  - d. One (1) 1,200 gallon hot water storage tank with pressure relief
  - e. Associated distribution piping
5. One (1) caustic feed system including:
  - a. One (1) 4,500 gallon double wall and insulated sodium hydroxide storage tank
  - b. Four (1) chemical feed pumps (one dedicated to each lagoon)
  - c. One (1) dilution water pump to dilute caustic from 50% to 20% concentration
  - d. Four (4) inline static mixers for diluting caustic
  - e. Four (4) pH probes and analyzers for monitoring lagoon water pH
  - f. Associated double walled containment piping
6. One (1) SulfaLoc feed system including:
  - a. Four (4) chemical feed pumps (one dedicated to each lagoon)

The current existing conditions at the facility are illustrated on the attached figure WASCIVILUWWT001. The location of the building housing the screens, conveyors, tanks, pumps and mixers are illustrated on the proposed revised site plan WASCIVILUWWT002. Finally, the layout of the equipment within the proposed screenhouse building are illustrated on the plan titled SCREEN HOUSE LAYOUT. Please note that provisions are being made for a third screen but only two are planned for installation at this time. The facility also has plans to install additional aeration in the storage lagoons to promote oxic conditions, further reducing the formation of hydrogen sulfide. However, the addition of aerators is being completed separate from this project.

Please let me know if you need anything else from us for the Planning Commission meeting on April 1 and if you would like representation by Foth or Conagra at the meeting.

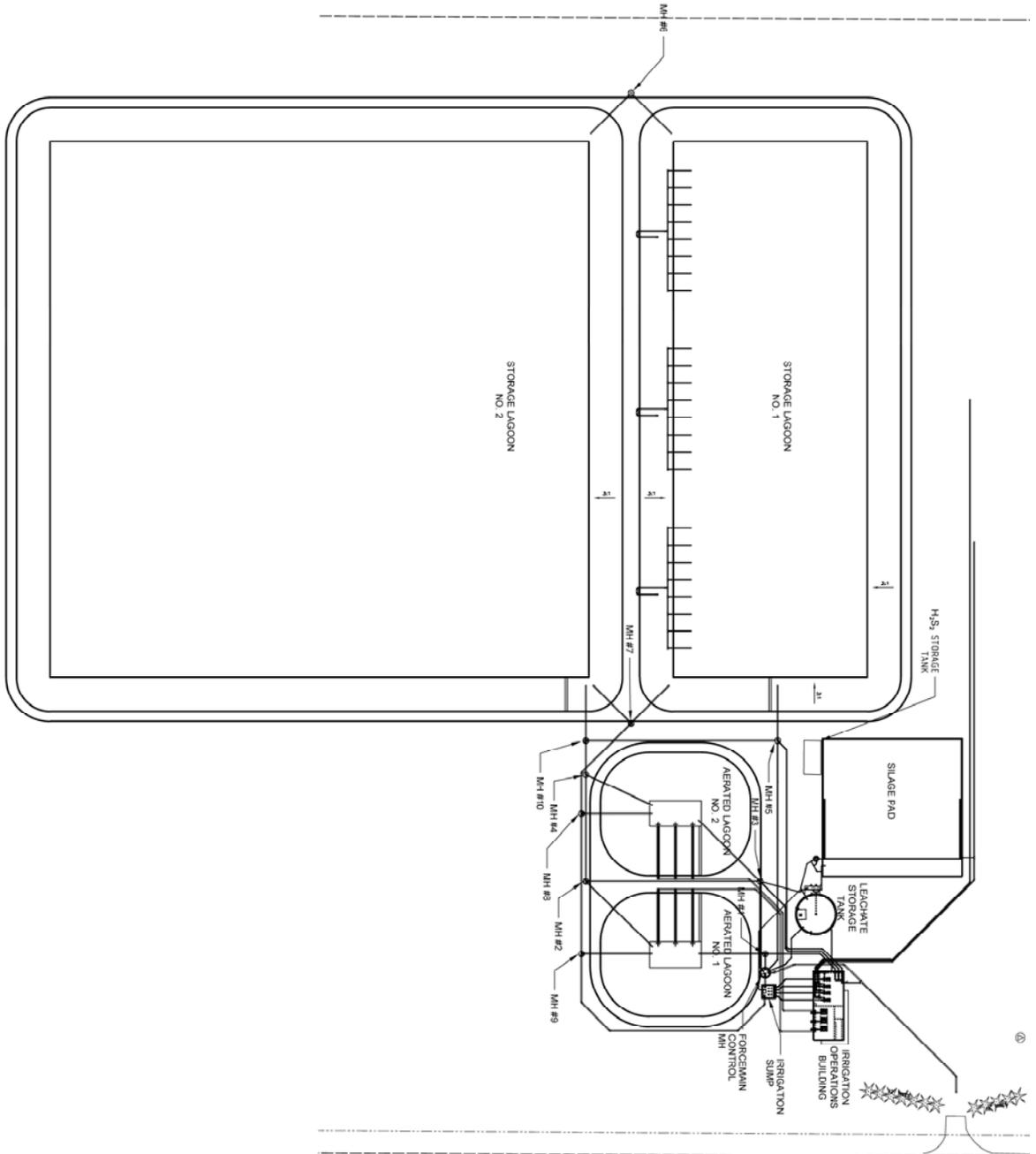
**Bruce Rehwaldt, PE\* LEED AP**

Foth Infrastructure & Environment, LLC  
8550 Hudson Boulevard North, Suite 105  
Lake Elmo, MN 55042  
Ph: (651) 288-8550 / Fax: (651) 288-8551  
Direct: (651) 288-8598 / Cell: (612) 718-8951  
<http://www.foth.com>

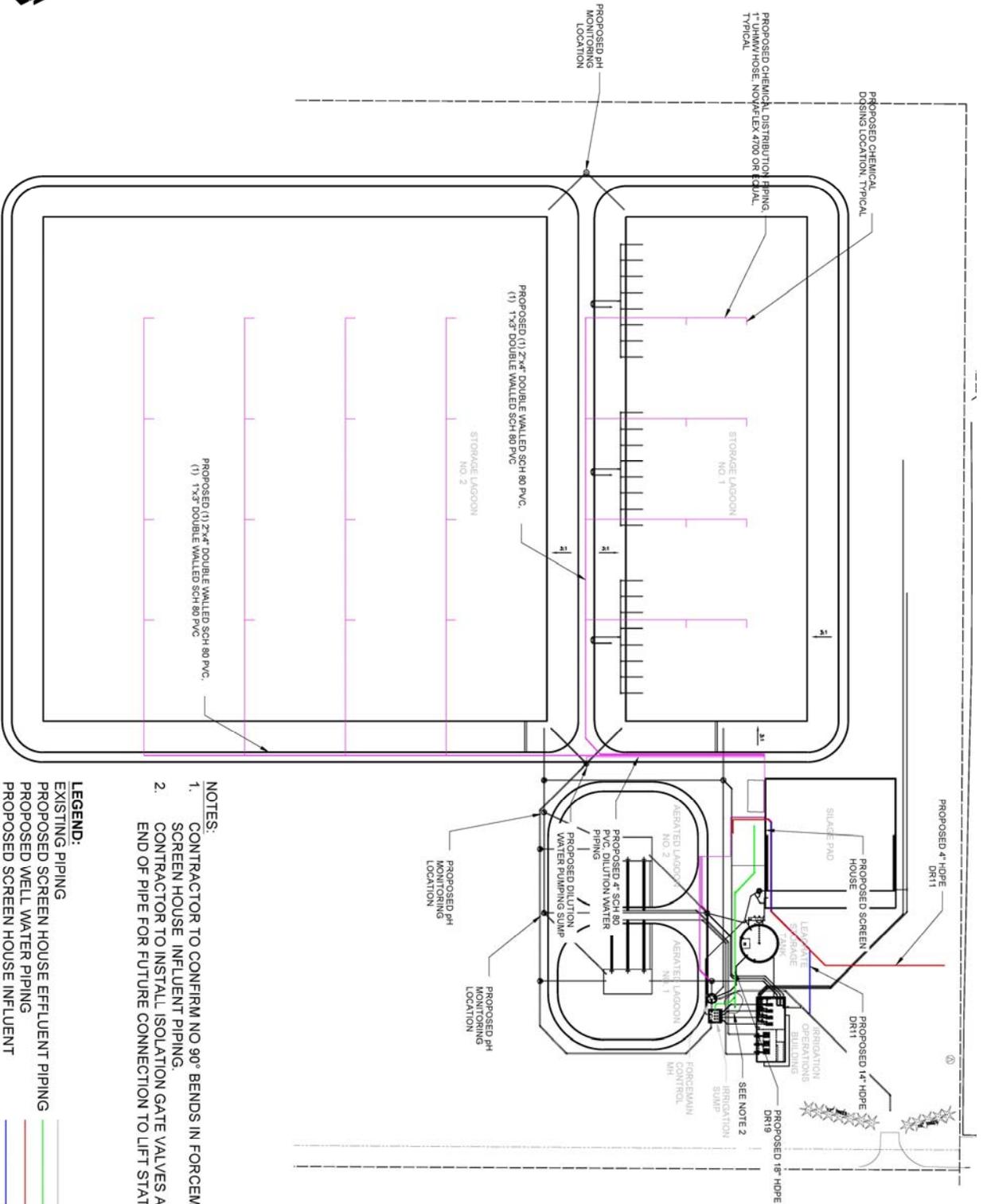


*\*Licensed in MN, WI, IA, CA, AZ, NM, and WY.*

ATTACHMENT B  
Plan 1- Existing Site Conditions



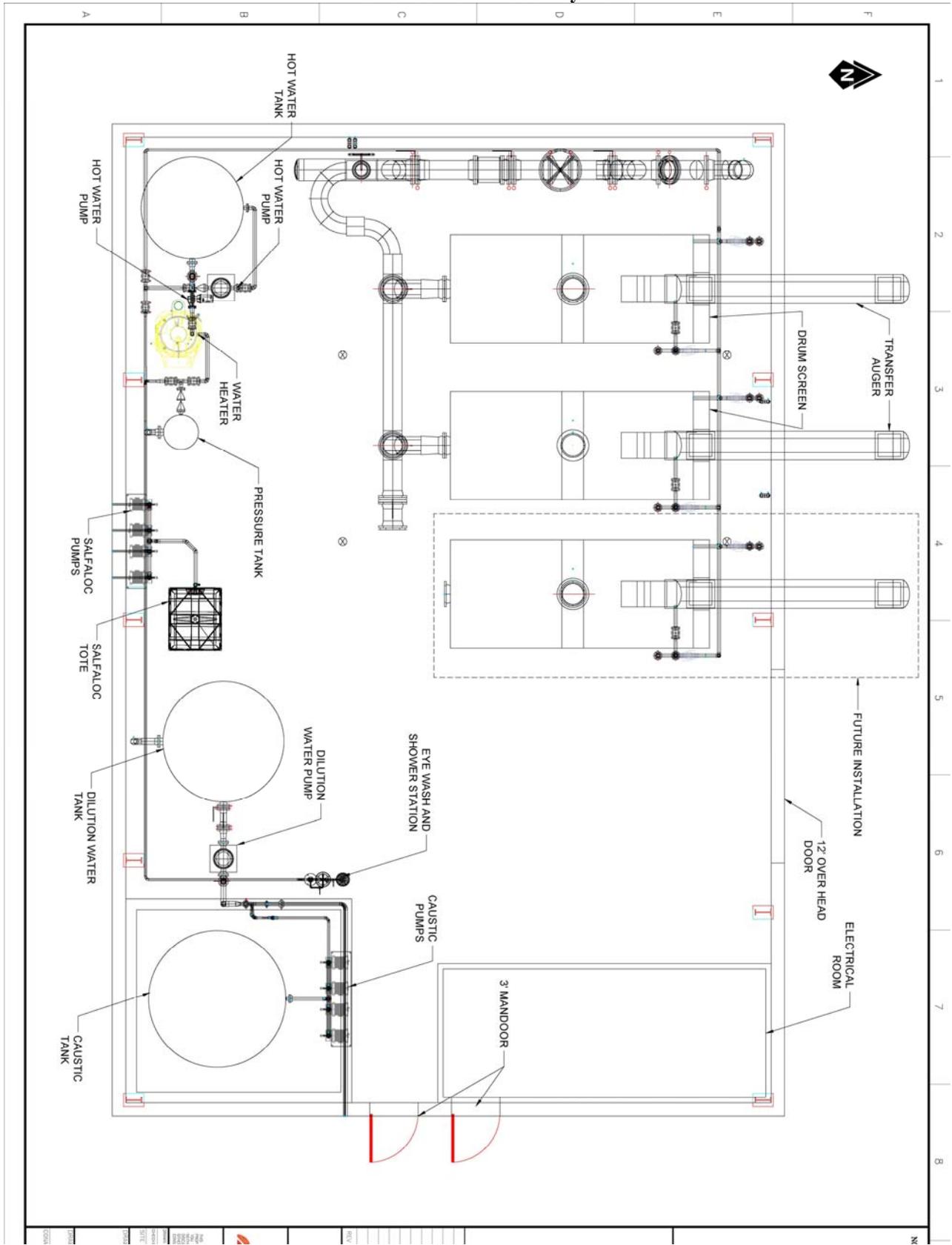
# Plan 2- Site Plan Changes



- NOTES:**
1. CONTRACTOR TO CONFIRM NO 90° BENDS IN FORCEMAIN TO SCREEN HOUSE INFLUENT PIPING.
  2. CONTRACTOR TO INSTALL ISOLATION GATE VALVES AND STUB END OF PIPE FOR FUTURE CONNECTION TO LIFT STATION.

- LEGEND:**
- EXISTING PIPING
  - PROPOSED SCREEN HOUSE EFFLUENT PIPING
  - PROPOSED WELL WATER PIPING
  - PROPOSED SCREEN HOUSE INFLUENT
  - PROPOSED CHEMICAL PIPING

# Plan 3- Screen House Layout





**Waseca County Board of Commissioners  
Request for Board Action**

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Approval of FY22 and FY23 Caseload/Workload Grant Agreement

<b>Meeting Date:</b>	04/06/2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Court Services	<input checked="" type="checkbox"/> Current budget
<b>Contact:</b>	Jonathan J. Schiro	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	507-835-0554	<input type="checkbox"/> Other
<b>Prepared by:</b>	Jonathan J. Schiro	<input type="checkbox"/> Amendment Requested

---

**PURPOSE/ACTION REQUESTED**

Consider approval of the FY22 and FY23 Caseload/Workload Grant

**SUMMARY**

Waseca County Court Services receives the Caseload/Workload (CLWL) Grant from the State of Minnesota Department of Corrections to offset the cost of a probation agent. The CLWL Grant totals \$70,370 for FY22 and FY23 or \$35,185 per fiscal year. This is the same amount we received in FY20 and FY21.

**RECOMMENDATION**

Waseca County staff recommends that the Waseca County Board of Commissioner consider approval of the FY22 and FY23 Caseload/Workload Grant Agreement, totaling \$70,370

**EXPLANATION OF FISCAL/FTE IMPACTS**

The CLWL Grant is included in the CY2021 Waseca County Court Services budget.

**Supporting Documents:**

Attachment A: State of MN Encumbrance  
Worksheet  
Attachment B:

**Previous Board Action(s):**

Resolution #

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

**State Accounting Information:**  
**SWIFT Contract No. \_190384**

**PO No.:** PO 3-132661

Agency: <b>P78 Corrections</b>	Fiscal Year(s): <b>FY22-FY23</b>	Vendor Number: <b>0000197320</b>
Total Amount of Contract: <b>\$70,370 -- (FY22 - \$35,185 and FY23 - \$35,185)</b>		
Category Code: <b>84101501</b>		
Account Code: <b>441302</b>		

Accounting Distribution 1: FY22	Accounting Distribution 2: FY23	Accounting Distribution 3:
Fund: 1000	Fund: 1000	Fund:
AppropID: P7837237	AppropID: P7837237	AppropID:
Fin DeptID: P787210	Fin DeptID: P787210	Fin DeptID:
Project (3000 fund only): <b>Caseload/Workload</b>	Project (3000 fund only): <b>Caseload/Workload</b>	Project (3000 fund only):
Amount: <b>\$35,185</b>	Amount: <b>\$35,185</b>	Amount:

**Contract Start Date:**

**July 1, 2021**

**Expiration Date:**

**June 30, 2023**

**Contractor/Grantee Name and Address:**

**Waseca County Court Services  
307 North State Street  
Waseca, MN 56093**

THIS PAGE OF THE GRANT AGREEMENT CONTAINS PRIVATE INFORMATION. EXCEPT AS DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED OR DISTRIBUTED EXTERNALLY WITHOUT EXPRESS WRITTEN PERMISSION OF THE GRANTEE.

## STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its **Department of Corrections, Grants and Subsidies Unit, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108** (“STATE”), and **Waseca County Court Services, 307 North State Street, Waseca, MN 56093** (“GRANTEE”).

### Recitals

1. Under **Minn. Stat. § 244.22** the STATE is empowered to enter into this grant.
2. The STATE is in need of **Caseload/Workload** programming.
3. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the STATE.

### Terms of Agreement

#### 1 Term of Grant Agreement

- 1.1 **Effective date: July 1, 2021**, or the date the STATE obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later. **The GRANTEE must not begin work under this grant agreement until this agreement is fully executed and the GRANTEE has been notified by the STATE’s Authorized Representative to begin the work.**
- 1.2 **Expiration date: June 30, 2023**, or the date all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement:  
  
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

#### 2 Grantee’s Duties

The GRANTEE, who is not a state employee, will:

- 2.1 provide the programs and services specified in the Grant Application, which is attached as **Exhibit A**, and incorporated into this grant agreement;
- 2.2 minimize administrative costs as a condition of this grant as required by Minn. Stat. § 16B.98, subd. 1; and
- 2.3 Comply with required grants management policies and procedures set forth in Minn. Stat. § 16B.97, subd. 4 (a) (1).

#### 3 Time

The GRANTEE must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

#### 4 Consideration and Payment

4.1 **Consideration.** The STATE will pay for all services performed by the GRANTEE under this grant agreement as follows:

(a) **Compensation.** The GRANTEE will be paid:

**Fiscal Year 2022 (Year 1)**

<b>\$35,185</b>	<b>Caseload/Workload</b>
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**Fiscal Year 2023 (Year 2)**

<b>\$35,185</b>	<b>Caseload/Workload</b>
-----------------	--------------------------

**(b) Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the GRANTEE as a result of this grant agreement will not exceed \$0; provided that the GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The GRANTEE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed \$70,370.

**4.2 Payment.** Payment for expenditure will be made on a reimbursement basis.

**(a) Invoices.** The STATE will promptly pay the GRANTEE after the GRANTEE presents a DOC Financial Status Report (FSR) as an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. FSR must be submitted quarterly within 30 days of the end of the reporting period.

**(b) Adjustments.**

- (1) Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized. At closeout of the grant agreement, the GRANTEE must return to the STATE any unexpended funds that have not been accounted for annually in a financial report.
- (2) Grant agreements for REAM and Sex Offender Programming will be reviewed for fund usage every six months and if the GRANTEE has not used funds at the expected rate, the grant funding may be reduced accordingly. Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however, GRANTEE must submit a revised budget to the STATE's authorized representative.
- (3) Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. Decreases and increases in grant awards only apply to competitive funding streams such as Remote Electronic Alcohol Monitoring (REAM) and Sex Offender Programming.

#### **4.3 Contracting and Bidding Requirements**

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
  - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program

- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
  - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

**5 Conditions of Payment**

All services provided by the GRANTEE under this grant agreement must be performed to the STATE's satisfaction, as determined at the sole discretion of the STATE's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The GRANTEE will not receive payment for work found by the STATE to be unsatisfactory or performed in violation of federal, state, or local law.

**6 Authorized Representative**

The STATE's Authorized Representative is **Rubina Khan, Grant Monitor, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108**, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Jonathan Schiro, Director, Waseca County Court Services, 307 North State Street, Waseca, MN 56093**, or his/her designee or successor. If the GRANTEE's Authorized Representative changes at any time during this grant agreement, the GRANTEE must immediately notify the STATE in writing.

**7 Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The GRANTEE may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the STATE, and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the STATE fails to enforce any provision of this grant agreement, that failure does not waive the provision or the STATE's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**8 Liability**

The GRANTEE must indemnify, save, and hold the STATE, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the STATE, arising from the performance of this grant agreement by the GRANTEE or the GRANTEE's agents or employees. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE's failure to fulfill its obligations under this grant agreement.

**9 State Audits**

Under Minn. Stat. § 16B.98, subd. 8, the GRANTEE's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the STATE and/or the STATE Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all STATE and program retention requirements, whichever is later.

**10 Government Data Practices**

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch.13, as it applies to all data provided by the STATE under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

If the GRANTEE receives a request to release the data referred to in this Clause, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released. The GRANTEE response to the request shall comply with applicable law.

**11 Workers' Compensation**

The GRANTEE certifies that it is in compliance with the workers' compensation insurance requirement in Minn. Stat. § 176.181, subd. 2, The GRANTEE's employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE's obligation or responsibility.

**12 Publicity and Endorsement**

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The GRANTEE must not claim that the STATE endorses its products or services.

**13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14 Termination**

14.1 **Termination by the State.** The STATE may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The STATE may immediately terminate this grant agreement if the STATE finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the Grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

**15 Data Disclosure**

Pursuant to Minn. Stat. § 270.65, subd. 3 and other applicable law, the GRANTEE consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of STATE obligations. These identification numbers may be used in the enforcement of federal and STATE tax laws which could result in action requiring the GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Reporting Requirements**

The GRANTEE must submit a Quarterly Data Report along with the FSR when required by a grant.

**17 Program Evaluation**

STATE shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of GRANTEE, which may include a site visit of GRANTEE or contact with other agencies in GRANTEE's service area, interviews with paid or volunteer staff and/or contact with service recipients of GRANTEE. STATE reserves the right to request additional information from GRANTEE to carry out its evaluation.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05

Signed	<small>DocuSigned by:</small> <i>Mary Myers</i>
Date	<small>CFC6558E1A1244C</small> 3/18/2021
Encumbered: SWIFT Contract/PO No.	C--190384 PO 3-132661

**2. GRANTEE:**

GRANTEE certifies that the appropriate person(s) have executed the agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

**3. STATE AGENCY:**

Agency signatory approves grant agreement

By
Title
Date

Distribution:  
DOC Financial Services Unit  
GRANTEE  
STATE's Authorized Representative

## Grant Application

### Minnesota Department of Corrections Grants and Subsidies

#### Caseload/Workload Reduction Grant – Fiscal Year 2022-2023

<p><b>Applicant Agency Legal Name and Address:</b></p> <p>Waseca County Court Services 307 North State Street Waseca, MN 56093</p> <p><b>Agency Fiscal Management Office Address (if different):</b></p> <p>Same as above</p>	<p><b>Agency Director Name and Contact Information:</b></p> <p><b>Jonathan J. Schiro, Director</b></p> <p>Telephone Number: 507-835-0554 Fax Number: 507-835-0556 Email Address: jonathan.schiro@co.waseca.mn.us</p> <p><b>Authorized Staff Name and Contact Information:</b></p> <p>Same as above</p>
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<b>Annual Grant Amount: \$35,185</b>	<b>Total for the Biennium: \$70,370</b>
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Staff Covered with Caseload/Workload Grant	Full Time Equivalent (FTE)	
	FY2021 (current)	FY2022 (proposed)
Supervisor (s)		
Probation Officers	1.0	1.0
Case Aid (s)		
Support Staff		
Contract Services Employees		
<b>Total FTE</b>	<b>1.0</b>	<b>1.0</b>

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

*(an authorized staff can either be the director himself/herself or a County personnel that oversees the grant program and signs off on the Financial Status Reports (FSR) for the Department of Corrections)*

Authorized Staff Name (print): Jonathan J Schiro

Title: Director

Authorized Staff Signature: 

Date: 12-28-2020

**Please describe how Caseload/Workload funds helped your County with probation overcrowding.**

Probation Caseload/Workload Reduction monies; hereafter, referred to as CLWL, help Waseca County Court Services provide quality probation programming to the citizens of our county. Originally this money was used to fund a position commonly referred to as the "Restorative Justice Agent." This agent was intended to provide victim services subsequent to conviction or adjudication, coordinate community service and the Sentencing to Service (STS) program, supervise diversion cases referred by prosecutors, and was to make available restorative justice types of service.

As time passed, and caseloads and programs changed, the Restorative Justice Agent assumed the duties of a typical Court Services Officer. Now this person works with juveniles providing pre-trial services, juvenile diversion, writing pre-dispositional investigations and other comprehensive reports for the court, and supervising a full caseload of clients.

**Describe if your County still have problems with probation overcrowding. What are your current caseloads?**

Waseca County Court Services staff are enthusiastic and very committed to the concepts of evidence-based programming. All staff continue to attend trainings in EBP including (but not limited to); LS/CMI, YLS/CMI, case planning, and Carey Guides. Additionally, all new agents have attended the Agent Academy. More recently, Waseca County Court Services joined the consortium to offer electronic Carey Guides and Tools on Device. We also continue to offer cognitive skills programming including: Thinking for a Change, Decision Points (recently trained) and Driving with Care. We also offer a first-rate electronic monitoring program. Along with the regular duties and caseloads our agents are committed to providing quality EBP probation services to Waseca County. We would not be able to accomplish this and provide all of these services without the position that is funded in part by CLWL.

Our current caseload sizes for our three adult agents' average approximately 65 clients and our juvenile agent averages 40 juveniles.

## Activity Plan

Briefly describe Caseload/Workload staff positions and activities that: (a) will continue from previous year, (b) will change or be discontinued, and/or, (c) will be new in FY 2022-23.

### 1. Traditional Probation

#### a) Continuing positions/activities

The CLWL grant will be dedicated to pay as much of the cost for a Court Services Officer position as possible. The reduction in past years causes the grant to fall short of paying for a 1.0 FTE position and the remainder is left for the county to pay. The Court Services Officer funded by the CLWL grant will continue to provide quality EBP services in all areas of the agency's responsibility including probation supervision, providing the Court with accurate comprehensive reports for dispositional purposes, conduct bail studies, provide pretrial supervision, manage pretrial diversion cases, and assist in the operation of the electronic monitoring program.

#### b) Changes from last year

We are not anticipating any changes in the next biennium.

#### c) New positions/activities

Unless CLWL funds are increased dramatically Waseca County will not be adding any new positions during the next biennium.

**2. Technology**

a) Continuing activities

Waseca County does not use any CLWL funding for technology.

b) Changes from last year

This is not applicable to Waseca County Court Services.

c) New activities

This is not applicable to Waseca County Court Services.

**3. Contract Services**

a) Continuing positions/activities

Waseca County Court Services does not use any of the CLWL funding for contracted services.

b) Changes from last year

This is not applicable to Waseca County Court Services.

c) New positions/activities

This is not applicable to Waseca County Court Services.

**4. Prevention and/or Diversion Services**

a) Continuing activities

The agent funded by the CLWL funding does supervise the juvenile diversion program. Otherwise, Waseca County Court Services does not direct any CLWL funding specifically to prevention or diversion services.

b) Changes from last year

We are not anticipating any changes in this area.

c) New activities

We are not planning any new positions in prevention or diversion.

## Total Annual Budget – FY 2022-23

This budget details the proposed expenditure for one-year period. Please submit one annual budget for both fiscal year 2022 and 23 unless there are significant differences between the two fiscal years. All expenses must be plugged in the appropriate line items; and all costs should be rounded to the nearest dollar.  
*County support for caseload/workload positions in Column A is optional.*

Line Item Expense	A County Funds	B DOC Funds	C Total Budget
Salaries	\$17,815	\$35,185	\$53,000
Fringe Benefits			
Contract Services			
Staff Training			
Staff Traveling			
Telephone Services			
Office Supplies			
Equipment			
Other (specify)			
<b>Totals</b>	\$17,815	\$35,185	\$53,000

Explain each line item charged to the grant in the “Annual Budget Narrative” on page 7.

## Annual Personnel Budget

This budget details personnel costs for one-year period. Please list all the staff that's fully or partially covered with this grant in the column "Position/Title". In the column "FTE", indicate the number of positions and/or the percentage of time each position spends providing services in the program. The third column is for the staff salaries only that are paid with this grant. Total the salaries at the bottom and this total should equal to the salaries indicated in the "Total Annual Budget" table on page 5.

Position/Title	FTE in this Program	Grant Funded Salaries only
Parker Harris, Court Services Officer Senior Agent	1.0	\$35,185
<b>Total</b>	1.0	\$35,185

*This form can be reproduced if needed.*

FTE ... list the amount of time each position spends in this program. For a full time, employee working 40 percent time in this program and 60 percent time in another program, that employee should be listed for 40 percent time only.

## Annual Budget Narrative

This narrative is the explanation of the proposed budget on page 5, "Total Annual Budget". Please give details for each line item and show how expenses are estimated. List the line items in order as they appear in the table. The narrative includes an explanation of costs such as rate for mileage, fringe benefits (i.e. FICA, PERA, life and medical insurance, pension), contract services, fees, and a type of equipment etc.

### Salaries:

Waseca County provides Court Services through the authority of Minnesota Statute 244.19 and as such our Court Services Officers must be paid salaries commensurate with salaries paid to comparable positions in the classified service of the state civil service system. Starting pay for a Probation Officer in the Department of Corrections is approximately \$45,600, which is considerably more than the \$35,185 we are requesting in CLWL funding. At one time, CLWL funding paid for the salary and benefits of a Court Services Officer and now it doesn't even cover the salary. However, we remain very grateful for this funding and could not continue to provide quality services without it. Thank you very much!

**NOTICE OF PUBLIC HEARING  
WASECA COUNTY BOARD OF COMMISSIONERS  
Waseca County East Annex Meeting Room  
300 North State Street, Waseca, MN 56093  
April 6<sup>th</sup>, 2021 – 9:35AM**

**Request by Waseca County to initiate a \$25.00 per test fee for providing electronic testing services for the Minnesota Department of Agriculture’s pesticide and manure applicators licensing program.** Waseca County currently only offers traditional paper/pencil testing for pesticide and manure applicators looking to become certified or recertify a license. Initiating the electronic service and fee will eliminate the lengthy test results waiting period and allow applicators to receive their license earlier.

Information on the above item can be obtained by contacting the Waseca County Ag Inspector at the Waseca County Planning and Zoning Office, 300 North State Street, Waseca during regular business hours (8:00AM – 4:30PM) and will also be on the county website ([www.co.waseca.mn.us](http://www.co.waseca.mn.us)) at the agenda tab under the corresponding meeting date. Oral comments will be accepted at the virtual meeting. Upon request, accommodations will be provided to allow individuals with disabilities to participate in all Waseca County services, programs and activities.

Brian Zabel  
Waseca County Ag Inspector  
507-835-0652



**Waseca County Board of Commissioners  
Request for Board Action**

**Public Hearing to Consider Amendment to §5.02(S)(1) of the Waseca County  
Unified Development Code (UDC)**

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Planning and Zoning Department	<input type="checkbox"/> Current budget
<b>Contact:</b>	Mark Leiferman, Planning and Zoning Administrator	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0651	<input type="checkbox"/> Other
<b>Prepared by:</b>	Maame Yorke	<input checked="" type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

PUBLIC HEARING. Waseca County request to amend §5.02(S) (1) of the Waseca County Unified Development Code.

**SUMMARY**

On Thursday, March 4, 2021, the Waseca County Planning Commission held its regularly scheduled meeting and unanimously moved to recommend approval by the Waseca County Board of Commissioners of the following amendment to the UDC in §5.02(S)(1).

*Waseca County requested to amend UDC §5.02(S) (1). The amendment was in response to inquiries received by staff pertaining to the additions to the code and also as a follow up to discussions started between staff and the Planning Commission on such related matters.*

The full Planning Commission Report on this request can be found on the Waseca County website on the Agendas tab at: [https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/\\_03042021-513](https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/_03042021-513)

**RECOMMENDATION**

The proposed changes to §5.02(S) (1) of the Waseca Unified Development Code is shown below with additions underlined.

**§ 5.02 SUBSURFACE SEWAGE TREATMENT SYSTEMS.**

(S) *Amendments to the adopted standards.*

(1) *List of adopted standards.* In addition to the SSTS setbacks set forth in Minnesota Rules, Chapters 7080 and 7081:

- (a) The separation distance from a SSTS to a Type 3, 4, 5 or 6 wetland shall be 50 feet;
- (b) The separation distance to artificial drainage ditch shall be 50 feet; and
- (c) The separation distance from a well to a SSTS shall be as specified in M.S. § 1031, as it may be amended from time to time, and Minnesota Rules Chapter 4725 and 4720 as amended.

(d) When a permanent SSTS easement is placed on an adjacent property, the side or rear property line setback distance may be reduced or eliminated between the parcel with a residence or commercial use and the easement tract. In such SSTS easement situations, the side and rear yard setbacks shall be applied to the easement area.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**

Attachment "A": Ordinance 145 Amending §5.02(S)(1) of the Waseca County UDC with Exhibit A.

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed – No Recommendation
- Reviewed – Information Only
- Submitted at Commissioner Request

**Reviewed By (if required):**

- County Attorney's Office
- Risk Management
- Human Resources
- Information Technology
- Building and Grounds

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County Administrator

**Attachment A**

**ORDINANCE 145**

**WASECA COUNTY**

**AN ORDINANCE AMENDING §5.02(S) (1) OF THE WASECA COUNTY UNIFIED DEVELOPMENT CODE**

The County Board of Commissioners for Waseca County hereby ordains as follows:

**WHEREAS**, Waseca County Planning and Zoning requested an amendment to the Waseca County Unified Development Code §5.02(S) (1); and

**WHEREAS**, the Waseca County Planning Commission conducted a public hearing on March 4, 2021 regarding the proposed amendment to the Waseca County Unified Development Code, and recommends its approval as depicted in Exhibit A to the Waseca County Board of Commissioners; and

**WHEREAS**, the Waseca County Board of Commissioners held a public hearing at their meeting on April 6, 2021 to adopt the amendment to the Waseca County Unified Development Code as shown in Exhibit A;

**NOW, THEREFORE**, Waseca County Board of Commissioners does ordain that the Waseca County Unified Development Code shall be amended as shown in Exhibit A appended to this Ordinance.

Adopted by Waseca County on this 6<sup>th</sup> day of April, 2021 and effective on date of adoption.

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DeAnne Malterer  
Chair, Waseca County Board of Commissioners

ATTEST:

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Tamara Spooner  
County Auditor –Treasurer

**EXHIBIT A**  
**WASECA COUNTY UNIFIED DEVELOPMENT CODE**  
**ARTICLE 5: GENERAL ENVIRONMENTAL REGULATIONS**

**(Note: Proposed Changes with additions underlined)**

**§ 5.02 SUBSURFACE SEWAGE TREATMENT SYSTEMS.**

(S) *Amendments to the adopted standards.*

(1) *List of adopted standards.* In addition to the SSTS setbacks set forth in Minnesota Rules, Chapters 7080 and 7081:

(a) The separation distance from a SSTS to a Type 3, 4, 5 or 6 wetland shall be 50 feet;

(b) The separation distance to artificial drainage ditch shall be 50 feet; and

(c) The separation distance from a well to a SSTS shall be as specified in M.S. § 1031, as it may be amended from time to time, and Minnesota Rules Chapter 4725 and 4720 as amended.

(d) When a permanent SSTS easement is placed on an adjacent property, the side or rear property line setback distance may be reduced or eliminated between the parcel with a residence or commercial use and the easement tract. In such SSTS easement situations, the side and rear yard setbacks shall be applied to the easement area.

(2) *Determination of hydraulic loading rate and SSTS sizing.* Table IX from Minnesota Rules, Part 7080.2150, Subp. 3(E) entitled “Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions” and herein adopted by reference shall be used to determine the hydraulic loading rate and infiltration area for all SSTS permitted under this ordinance.



## ***Waseca Soil and Water Conservation District***

300 North State Street  
Waseca, MN 56093  
507-835-0603  
[www.wasecaswcd.org](http://www.wasecaswcd.org)

Starting in the spring of 2020, and continuing into the summer, the Waseca SWCD made attempts to contact any landowners in the county that had parcels whose compliance with the Buffer Law was in question. Some parcels were clearly non compliant while others involved just an in person site verification. Overall, 50 contacts were made via phone call which led to 31 immediate compliance verifications.

If contact was not able to be made with a phone call, the Waseca SWCD mailed informational letters requesting the landowner to contact the SWCD to discuss steps towards compliance. Of the 106 letters sent out, 39 led to immediate compliance verifications, 34 having taken steps towards compliance and lastly 33 parcels were not represented and sent to Brian Zabel, Planning and Zoning Technician, to start the enforcement process. Since then, seven of the 33 parcels that received the enforcement package have since been resolved.

At least 85 site visits were conducted by the SWCD to parcel owners that were contacted in the Spring/Summer of 2020. As a collaborative effort, some of the visits were assisted by Russ Guse, County Ditch Inspector and Brian Zabel. The SWCD also updated 796 parcels out of the total of 1900 on the online BWSR database, BuffCAT. Each year the SWCD plans to conduct monitoring on a third of the parcels in Waseca County affected by the Buffer Law.

When 2020 began, Waseca County was at approximately 92% compliance. As of December, the county is now at approximately 96% compliance. Compliance determination falls mostly on the SWCD to find non-compliant parcels. The SWCD has heard from very few whistleblowers and there have been no formal appeals debating our findings. The Waseca SWCD Technician, Tyler Polster, used approximately 542 staff hours directly on the Buffer Law.

Buffer Law work in 2020 was not without its difficulties however. One of the challenges staff faces were access to sites. The Buffer Law does not grant staff permission to check buffer widths without landowner consent. This was mostly noticed in the parcels that made it to the enforcement steps. Additionally, communication has been tough with parcels that have absentee landowners or renters that don't live nearby. The Buffer Law is the responsibility of the landowner but many of them rely on their renters to do any field work. In most cases we do not have the contact information for the renter, so we depend on the landowner to relay information which sometimes does not happen.



Waseca County Board of Commissioners  
Request for Board Action

Conditional Use Permit (CUP) Request for  
One (1) Megawatt Community Solar Farm – Blue Jay Solar Project

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Action	<input checked="" type="checkbox"/> None
<b>Department:</b>	Planning and Zoning Department	<input type="checkbox"/> Current budget
<b>Contact:</b>	Mark Leiferman, Planning and Zoning Administrator	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0651	<input type="checkbox"/> Other
<b>Prepared by:</b>	Maame Yorke	<input type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

Conditional Use Permit (CUP); Request for a One (1) Megawatt Community Solar Farm by Robert L Blasing Etal (Owners and Lessors) and Nextera Energy / DG Minnesota CS II, LLC (Lessee).

**SUMMARY**

On March 4, 2021, the Waseca County Planning Commission held its regularly scheduled meeting and unanimously moved to recommend approval of the following request to the Waseca County Board of Commissioners:

*Request for a Conditional Use Permit (CUP) to construct and operate a one (1) Megawatt Community Solar Farm– Blue Jay Solar Project.*

*Robert L Blasing Etal (Owners and Lessors) and Nextera Energy / DG Minnesota CS II, LLC (Lessee) request a Conditional Use Permit to construct and operate a 1 Megawatt Solar Farm to be known as Blue Jay Solar on a portion (fenced area of approximately 7.4 acres exclusive of access drives and utility easement) of a 131.72+/- acre parcel (PID: 09.005.0400) located in Section 5-T107N-R23W in St. Mary Township. The property is in the A-1 Agriculture Protection District. The above projects will be contracted with Xcel energy through their solar rewards community program for 25 years or more.*

The proposal by the applicants is to construct and operate a one (1) megawatt community solar farm on a parcel in Waseca County. The project comprises approximately 7.4 acres of land. The proposed solar project will be contracted with Xcel Energy through their solar rewards community program. The site is located on a portion of land owned by Robert L Blasing Etal. The parcel (PID: 09.005.0400) is located in the A-1 Agricultural Protection Zoning District. The Waseca County Unified Development Code (UDC) allows Solar Farms as Conditional Uses in this zoning district.

The full Planning Commission Report and the PowerPoint presentation on this matter can be found on the Waseca County website on the Agendas tab at:

March 4, 2021: [https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/\\_03042021-513](https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/_03042021-513)

December 3, 2020: [https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/\\_12032020-497](https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/_12032020-497)

## RECOMMENDATION

Staff suggests the Board to consider:

- 1) The approval of Criteria for Approval and the Findings of Facts;
- 2) The approval of the Conditional Use Permit in substantially the form as appended to this report.

Staff recommends approval of the request if the Waseca County Planning Commission finds that the proposal meets the standard criteria for approval. If approved, staff recommends the following conditions to be applied:

1. Standards/Regulations: All County, State, and Federal laws, regulations, and ordinances shall be complied with and all necessary permits obtained. All permits shall be obtained within 12 months of approval and construction completed within one (1) year of approval of receipt of the Waseca County Zoning Permit. Although there is no significant earthwork in this project, there may be tile lines that cross this site. Any damage to tiles must be repaired by the Owner/Lessee. In addition, a National Pollutant Discharge Elimination System (NPDES) permit may be required with this application if it is expected that the area disturbed will exceed one acre. With regards to storm water management, the project must adhere to Minnesota Pollution Control Agency (MPCA) Construction Storm water Permit Requirements and also any NPDES storm water permit. The owners/developers will need a permit from the Waseca County Highway Department to access onto Old Highway 14. If a shared access is required by Waseca County, the Owner/Lessee must enter into a shared access agreement with any impacted property owner.
2. Site and Building Plans: Development and operation of the use shall be in substantial conformance with the site plan drawings and plans and specifications as provided and on file in the office of the Waseca County Planning and Zoning Department. Project timetable shall also be submitted to the Waseca County Planning and Zoning Department. The construction plans must demonstrate the facility will not be impacted by potential flood waters.
3. Planting Plan: A planting plan indicating the permanent vegetative crops to be planted shall be approved by the Waseca County Planning and Zoning Administrator and shall be planted within the fenced project area prior to commencement of operations of the facility. All noxious weed laws shall be followed and the areas shall be kept in a neat and tidy condition at all times and kept free of any noxious weeds. Trees planted on the easterly side of the facility shall be approved by the Waseca County Soil and Water Conservation District. The County reserves the right to require screening to address glare if such issues are determined to be a problem by the Minnesota Department of Transportation (MNDOT) or the Waseca County Sheriff.
4. Wetland Conservation Act/Drainage: The wetland delineation report must be approved by the Waseca County Water Resource Specialist in possible consultation with Waseca County Technical Evaluation Panel (TEP).
5. Operations: An operations plan for the facility shall be provided to and kept on file in the office of the Waseca County Planning and Zoning Department. The operations plan shall also be provided to the Waseca County Sheriff's Department and the township fire department. The plan shall include an emergency contact.
6. Decommissioning Plan: The Decommissioning Plan shall be approved by the Waseca County Planning and Zoning Administrator and the Waseca County Attorney and recorded with the Conditional Use Permit. The Owner/Lessee shall provide a cash escrow to decommission the Solar Farm of \$45,000 in a form that is satisfactory to the Waseca County Attorney.

7. Duration, Failure to Comply and Review: A Conditional Use Permit shall become void one (1) year after being granted by the County Board unless used or if discontinued for a period of ninety (90) days. The County Board may prescribe a different time limit within which the action for which the Conditional Use is required shall commence, or be completed, or both. Failure to commence, or complete, or both, such action within the time limit set shall void the Conditional Use Permit. Conditional Use Permit shall be issued for a particular use on a specific parcel and not for a particular person or firm. Owner/operator shall allow periodic inspection of the facility by Waseca County personnel, including, but not limited to, Waseca County Zoning Administrator and/or staff or assignee, Public Health Department, Environmental Health Department, Waseca County Sheriff's Department or Minnesota Pollution Control Agency staff, to determine if the terms and conditions of this Conditional Use Permit are being complied with. Failure to comply with any of the above-listed conditions shall be grounds for suspension or revocation of the Conditional Use Permit. This Conditional Use Permit may be reviewed upon an annual basis and shall be subject to any additions or modifications deemed necessary in order to meet governmental requirements.

**EXPLANATION OF FISCAL/FTE IMPACTS**

None.

**Supporting Documents:**

- Attachment "A": Conditional Use Permit and Attachments
- Attachment "B": Findings of Facts (not for recording purposes)

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed – No Recommendation
- Reviewed – Information Only
- Submitted at Commissioner Request

**Reviewed By (if required):**

- County Attorney's Office
- Risk Management
- Human Resources
- Information Technology
- Building and Grounds

\_\_\_\_\_  
County Administrator

Do not write above this line - Recorder use only

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**CONDITIONAL USE PERMIT**

**WASECA COUNTY**

Conditional Use Permit (CUP) for a One Megawatt Community Solar Farm

**Date:** March 16, 2021

**Property Owners:** Robert L Blasing ETAL  
320 Lake St S  
Long Prairie, MN 56347

**Project Lessee:** DG Minnesota CS II, LLC  
700 Universe Blvd  
Juno Beach, FL 33408

**Project Developer:** DG Minnesota CS II, LLC

**Property Address:** 7501 Old US Hwy 14, Waseca, MN 56093

**Parcel Identification No:** 09.005.0400 (St. Mary Township)

**Legal Description:** See Attachment "B" (To be provided).

**Proposed Use of Land:** Robert L Blasing ETAL (Owners and Lessors) and Nextera Energy / DG Minnesota CS II, LLC (Lessee) request a Conditional Use Permit to construct and operate a 1 Megawatt Solar Farm to be known as Blue Jay Solar on a portion (fenced area of approximately 7.4 acres exclusive of access drives and utility easement) of a 131.72+/- acre parcel (PID: 09.005.0400) located in Section 5-T107N-R23W in St. Mary Township. The property is in the A-1 Agriculture Protection District. The above projects will be contracted with Xcel energy through their solar rewards community program for 25 years or more.

**Attachments:**

Attachment "A" – Conditions required for approval of the Conditional Use Permit

Attachment "B" – Legal Description

Attachment "C" – Site Plan

Attachment "D" – Decommissioning Plan and Escrow

**THE COUNTY BOARD MOTION TO ADOPT FINDINGS OF FACT AND THE COUNTY BOARD CONCLUSIONS AND ORDER**

The Waseca County Board of Commissioners have read the Findings of Facts referenced herein as provided to the County Board and on file in the office of the Planning and Zoning Department along with supporting information including the staff reports, and the Criteria for approval of the Conditional Use Permit that were recommended by the Waseca County Planning Commission which are included by reference with this report. The Criteria for approval are on file and of record in the office of the Waseca County Planning and Zoning Department and are incorporated in the Findings by reference. The Waseca Planning Commission took testimony at a public hearing and prepared the criteria for approval at the Planning Commission Meeting held on Thursday March 4, 2021. The Board hereby adopts these Findings of Fact regarding the approval of the request for a Conditional Use Permit application as described above and as recommended by the Planning Commission and of record in the Waseca County Planning and Zoning Office.

The Waseca County Board also approves the recommendation of the Planning Commission to approve the request for a Conditional Use Permit in substantially the form as provided, with the conditions as outlined in Attachment “A” with all other local, state, and federal regulations.

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ Vote \_\_\_ Yes \_\_\_ No

WASECA COUNTY

Dated: \_\_\_\_\_

\_\_\_\_\_  
DeAnne Malterer, Chairman  
Waseca County Board of Commissioners

A T T E S T

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tamara J. Spooner  
Waseca County Auditor Treasurer

## ATTACHMENT “A”

### **CONDITIONS REQUIRED FOR APPROVAL OF THE CONDITIONAL USE PERMIT**

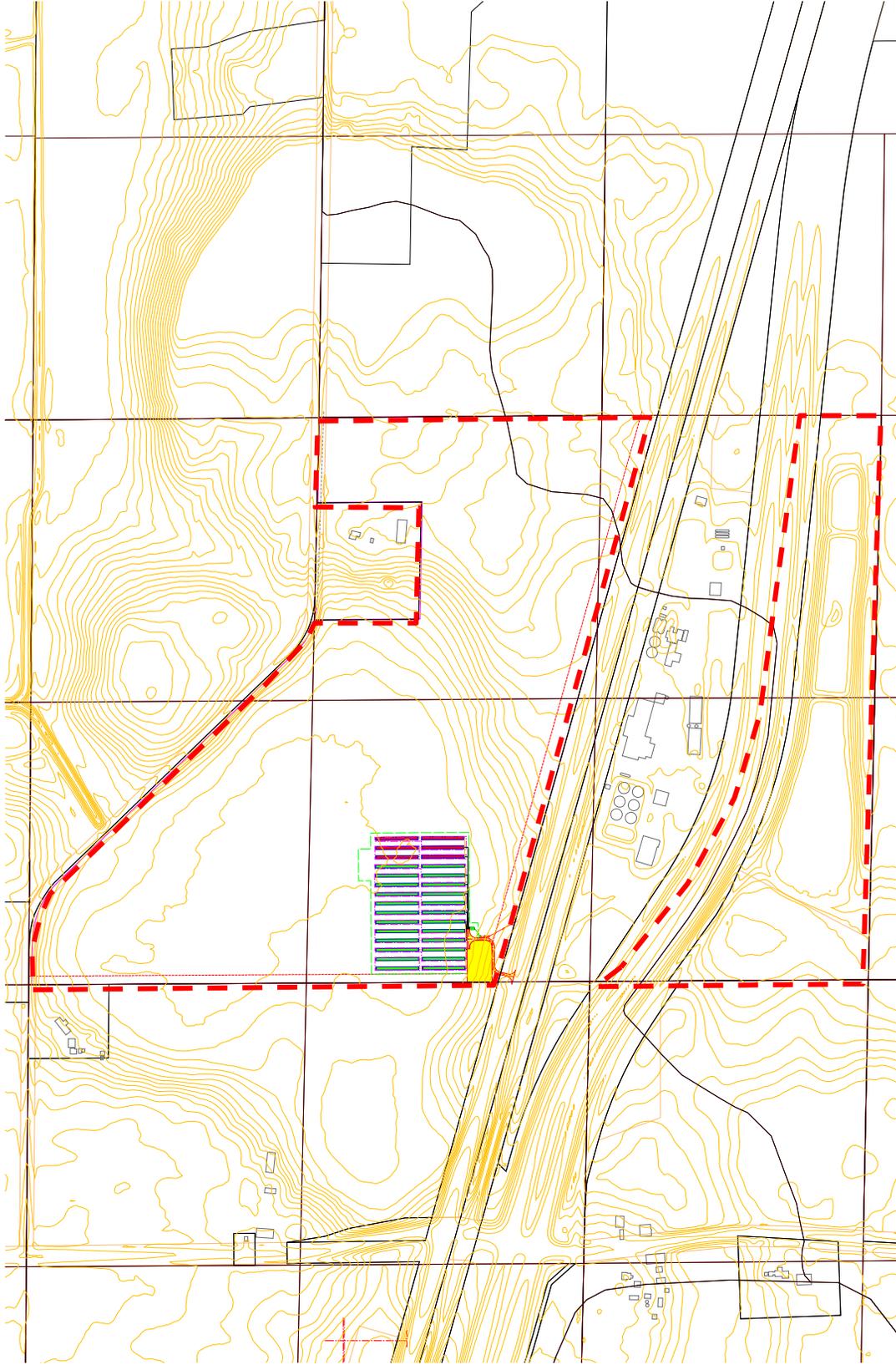
1. Standards/Regulations: All County, State, and Federal laws, regulations, and ordinances shall be complied with and all necessary permits obtained. All permits shall be obtained within 12 months of approval and construction completed within one (1) year of approval of receipt of the Waseca County Zoning Permit. Although there is no significant earthwork in this project, there may be tile lines that cross this site. Any damage to tiles must be repaired by the Owner/Lessee. In addition, a National Pollutant Discharge Elimination System (NPDES) permit may be required with this application if it is expected that the area disturbed will exceed one acre. With regards to storm water management, the project must adhere to Minnesota Pollution Control Agency (MPCA) Construction Storm water Permit Requirements and also any NPDES storm water permit. The owners/developers will need a permit from the Waseca County Highway Department to access onto Old Highway 14. If a shared access is required by Waseca County, the Owner/Lessee must enter into a shared access agreement with any impacted property owner.
2. Site and Building Plans: Development and operation of the use shall be in substantial conformance with the site plan drawings and plans and specifications as provided and on file in the office of the Waseca County Planning and Zoning Department. Project timetable shall also be submitted to the Waseca County Planning and Zoning Department. The construction plans must demonstrate the facility will not be impacted by potential flood waters.
3. Planting Plan: A planting plan indicating the permanent vegetative crops to be planted shall be approved by the Waseca County Planning and Zoning Administrator and shall be planted within the fenced project area prior to commencement of operations of the facility. All noxious weed laws shall be followed and the areas shall be kept in a neat and tidy condition at all times and kept free of any noxious weeds. The County reserves the right to require screening to address glare if such issues are determined to be a problem by the Minnesota Department of Transportation (MNDOT) or the Waseca County Sheriff.
4. Wetland Conservation Act/Drainage: The wetland delineation report must be approved by the Waseca County Water Resource Specialist in possible consultation with Waseca County Technical Evaluation Panel (TEP).
5. Operations: An operations plan for the facility shall be provided to and kept on file in the office of the Waseca County Planning and Zoning Department. The operations plan shall also be provided to the Waseca County Sheriff’s Department and the township fire department. The plan shall include an emergency contact.
6. Decommissioning Plan: The Decommissioning Plan shall be approved by the Waseca County Planning and Zoning Administrator and the Waseca County Attorney and recorded with the Conditional Use Permit. The Owner/Lessee shall provide a cash escrow to decommission the Solar Farm of \$45,000 in a form that is satisfactory to the Waseca County Attorney.
7. Duration, Failure to Comply and Review: A Conditional Use Permit shall become void one (1) year

after being granted by the County Board unless used or if discontinued for a period of ninety (90) days. The County Board may prescribe a different time limit within which the action for which the Conditional Use is required shall commence, or be completed, or both. Failure to commence, or complete, or both, such action within the time limit set shall void the Conditional Use Permit. Conditional Use Permit shall be issued for a particular use on a specific parcel and not for a particular person or firm. Owner/operator shall allow periodic inspection of the facility by Waseca County personnel, including, but not limited to, Waseca County Zoning Administrator and/or staff or assignee, Public Health Department, Environmental Health Department, Waseca County Sheriff's Department or Minnesota Pollution Control Agency staff, to determine if the terms and conditions of this Conditional Use Permit are being complied with. Failure to comply with any of the above-listed conditions shall be grounds for suspension or revocation of the Conditional Use Permit. This Conditional Use Permit may be reviewed upon an annual basis and shall be subject to any additions or modifications deemed necessary in order to meet governmental requirements.

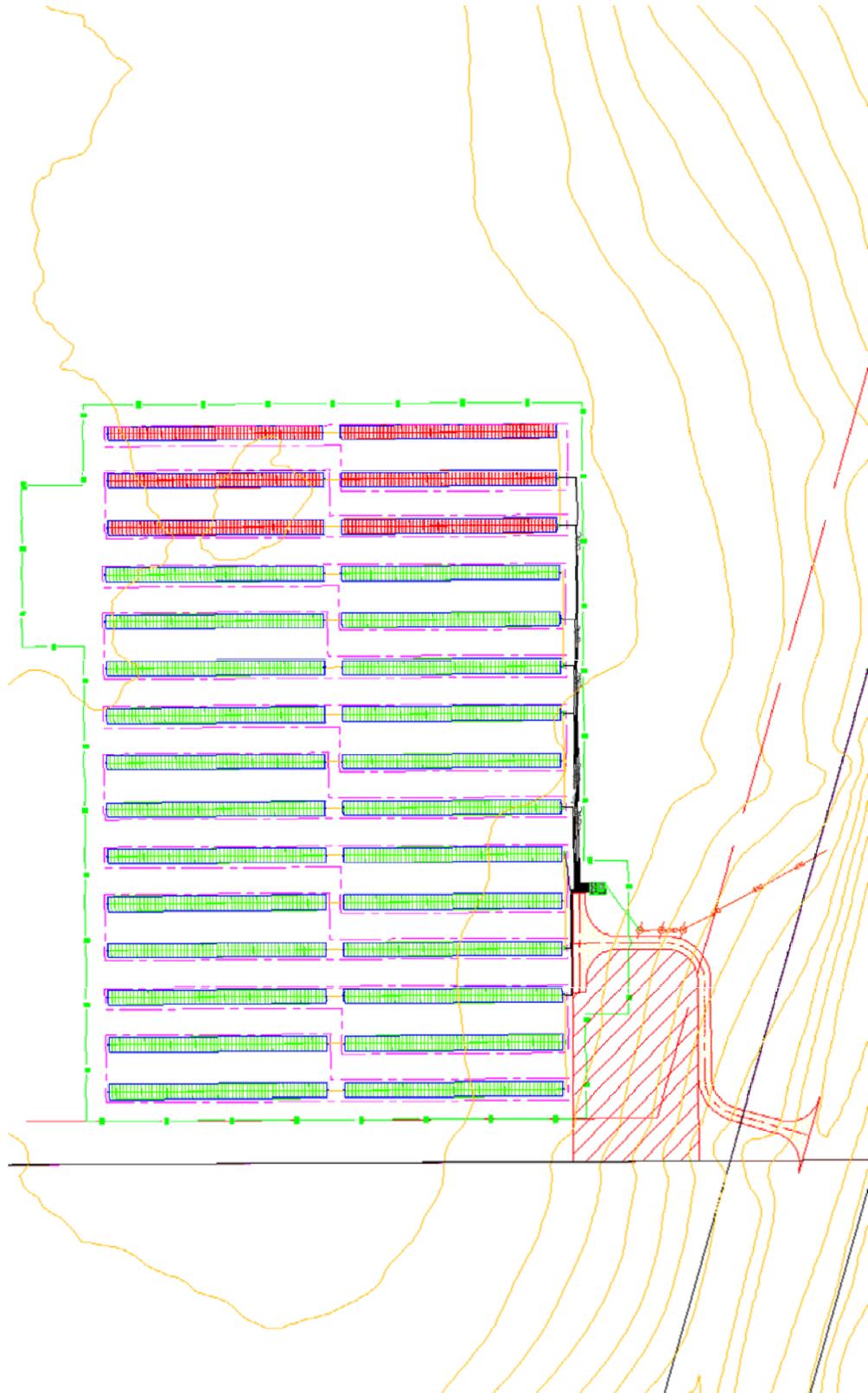
**ATTACHMENT “B”**  
**Legal Description (Leased Area)**

To be provided

**ATTACHMENT "C"**  
**Site Plan**



**ATTACHMENT "C" (Continued)**  
**Enlarged Site Plan**



**ATTACHMENT “D”**  
**Decommissioning Plan and Escrow**  
**(Preliminary)**

DG Minnesota CS II, LLC

**Decommissioning Plan – Waseca County**  
**(Parcel ID# 090050400)**

The Solar Project is designed to last 30 years. At the end of the project’s operation, structures and foundations will be removed and the land restored as detailed below. Any Solar Farm which has reached the end of its useful life shall be removed by the owner or the operator no more than 150 days after the date of discontinued operations. The owner or operator shall notify the Town Board by certified mail of the proposed date of discontinued operations and plans for removal.

A financial surety bond will be secured by Fidelity or Travelers and will be set aside in the amount of \$30,105 available to Waseca County if DG Minnesota CS II, LLC are unable to commence with decommissioning activities within a reasonable period of time.

Decommissioning of the solar PV system shall be implemented in accordance with the Decommission Plan process. Waseca County shall receive a copy of the security document. DG Minnesota CS II, LLC will be responsible for all of the decommissioning costs and will list Waseca County as having access to the security in the event decommissioning is required. DG Minnesota CS II, LLC will retain ownership of the property owner for the life of the solar energy array and through decommissioning completion.

Installation will be done with minimal permanent alterations to the land. Upon removal, DG Minnesota CS II, LLC will restore the project site to pre-construction conditions as is reasonably practical, including removal of structures, foundation, and restoration of soil and vegetation. The system will be dismantled and removed using minimal impact construction equipment and materials will be safely recycled or disposed. During the decommissioning, DG Minnesota CS II, LLC will use appropriate temporary construction-related erosion and sediment control best management practices (BMP).

Much of the material in a solar project is recyclable; including glass, semiconductor material, steel, aluminum, copper and plastics. The scrap value of the system will offset the removal cost. When the project has reached the end of its operational life, the components and parts will be dismantled and recycled as described below.

**Decommissioning requirements:**

DG Minnesota CS II, LLC shall:

1. Obtain any permits required for the decommissioning, removal, and legal disposal of the system components prior to the commencement of the decommissioning activities
2. Remove all hazardous materials (if any) and transport them to be disposed of by licensed contractors at an appropriate facility in accordance with rules and regulations
3. Work with utility to disconnect PV array from power grid.

A NextEra Energy Resources, LLC company

700 Universe Boulevard, Juno Beach, FL 33408

## DG Minnesota CS II, LLC

4. Remove transformer, inverters switch gear, power poles and fencing.
4. Break up concrete foundations and recycle materials.
5. Remove modules, DC wiring, junction boxes and steel racking.
6. Pull AC wiring from underground conduits.
7. Excavate and remove any conduit buried less than 3' deep.
8. Fill in stormwater ponds.
9. Reclaim gravel from access road.
10. Re-grade area to an approximation of the original contours
11. Reseed and mulch distributed areas using a seed mix pre-approved by the County or allow farm owner to re-seed.
12. Recycle gravel, concrete, rebar, fencing, steel piers, steel racking, solar modules, copper and aluminum wiring, inverters, disconnects, switchgear and transformer.

The project site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There will be very limited grading done to build the project, so only limited grading will be required to restore the land to its original condition. Any soil removed for construction purposes will be relocated on the site or used for landscaping after construction is complete.

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DG Minnesota CS II, LLC

Tasks	Estimated Costs (\$)
Remove Racking Wiring	\$1,230
Remove Panels	\$1,225
Dismantle Racks	\$6,175
Remove Electrical Equipment	\$925
Breakup and Remove Concrete Pads or Ballasts	\$750
Remove Racks	\$3,900
Remove Cable	\$3,250
Remove Ground Screws and Power Poles	\$6,925
Remove Fence	\$2,475
Grading	\$2,000
Seed Disturbed Areas	\$125
Truck to Recycling Center	\$1,125
Total	\$30,105

A NextEra Energy Resources, LLC company

700 Universe Boulevard, Juno Beach, FL 33408

**ATTACHMENT “D”**  
**Decommissioning Plan and Escrow (Continued)**  
**ESCROW AGREEMENT TO**  
**ASSURE THE DECOMMISSIONING**  
**OF A SOLAR FARM**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between DG Minnesota CS II, LLC, a Delaware Limited Liability Company (hereinafter “Developer”), and Waseca County, a political subdivision of the State of Minnesota (hereinafter “Waseca County”).

**WITNESSETH**

**WHEREAS**, the Waseca County Board approved a Conditional Use Permit (CUP) to construct a Solar Farm on March 2, 2021; and

**WHEREAS**, a copy of this Escrow Agreement to Assure the Decommissioning of a Solar Farm will be attached to the Decommissioning Plan and recorded with the Conditional Use Permit (CUP) to construct a Solar Farm approved by the Waseca County Board on March 2, 2021; and

**WHEREAS**, one of the conditions of the CUP was that the Developer must provide a Decommissioning Plan (Plan) in a form to be approved by the Planning and Zoning Administrator and the County Attorney; and that the Developer/Lessee shall provide security to decommission the Solar Farm of \$45,000 in a form that is satisfactory to the Waseca County Attorney: and

**WHEREAS**, Waseca County is requiring that the Developer enter into this ESCROW AGREEMENT TO ASSURE THE DECOMMISSIONING OF A SOLAR FARM Agreement and fund the Escrow Agreement to assure the Decommissioning of a Solar Farm prior to receipt of any Zoning Permit to construct the Solar Farm.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the attachments to the CUP herein referenced the Developer and Waseca County agree as follows:

1. Developer hereby deposits, in an escrow account with Waseca County, the sum of Thirty-five Thousand and no/100 Dollars (\$45,000.00) to serve as security to decommission the solar farm. This may include, but is not limited to, the removal of the improvements and equipment, pursuant to the conditions of the CUP and the Plan.
2. Developer agree to complete the removal of the improvements and equipment and return the land to its original condition, as described in the Plan, in the time periods outlined in the Plan.
3. With the proper and timely completion and removal of the improvements and equipment described in the Plan, in the time periods outlined in the Plan, Waseca County agrees to execute a written release and return the escrow held to assure the decommissioning of the solar farm.



\_\_\_\_\_  
Tamara J. Spooner, Waseca County Auditor

\_\_\_\_\_  
Date

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF WASECA     )

This Escrow Agreement was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Tamara J. Spooner, Waseca County Auditor.

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

This Document was drafted by:  
Waseca County Planning and Zoning  
300 N State St  
Waseca, MN 56093

**BLUE JAY SOLAR**  
**Conditional Use Permit for One (1) Megawatt Community Solar Farm**  
**February 9, 2021**

**FINDINGS OF FACT**

1. On November 16, 2020, Robert L Blasing Etal (Owners and Lessors) and Nextera Energy/DG Minnesota CS II, LLC (Lessee), presented an application for a Conditional Use Permit to construct and operate a 1 Megawatt Community Solar Farm to be known as Blue Jay Solar on a portion (fenced area of approximately 7.4 acres exclusive of access drives and utility easement) of a 131.72+/- acre parcel (PID: 09.005.0400) located in Section 5-T107N-R23W in St. Mary Township. The property is in the A-1 Agriculture Protection District. The above projects will be contracted with Xcel energy through their solar rewards community program for 25 years or more.
2. As of the date of the application, the above-listed application was on file for public inspection in the Waseca County Planning and Zoning Office. The above listed application and supporting documents are incorporated into these Findings by reference.
3. Notice of the public hearing scheduled for on the applicants' request for a conditional use permit was published in the Waseca County News (the 2021 official newspaper for Waseca County) on November 19, 2020. The Affidavit of Publication is included in the files and are incorporated herein by reference.
4. On or before November 20, 2020, the Planning and Zoning Office notified owners of nearby properties and all of the Township Officers as per requirements of the Unified Development Code for the public hearing scheduled for February 4, 2021 by first-class mail. The Affidavits of mailing are included in the file and are incorporated herein by reference. Staff reports were provided by email to the Waseca Public Health Services Department, The Waseca County Sheriff, the Waseca County Attorney and the Waseca County Highway Department and Waseca Water Resources Specialist for their comments and review.
5. On November 27, 2020, the Planning and Zoning Office notified the applicants in writing about the 60 days extension of the required timeline deadline for agency action as per the Minnesota Statute Chapter 15.99.
6. On November 27, 2020, Planning and Zoning Department staff sent the staff report to the members of the Waseca County Planning Commission by first-class mail regarding the application and accompanying documents. This staff report is incorporated in these Findings by reference. Attachments included:
  - i. Staff analysis of criteria,
  - ii. Recommended conditions, if granting,
  - iii. Application materials as submitted and documented.
7. Mark Leiferman, Waseca County Zoning Administrator, presented a PowerPoint presentation highlighting the applicants request, site data and approvals for the Conditional Use Permit for the Blue Jay Solar project. The information provided was based on a staff report provided to the Planning Commission prior to the meeting.
8. On December 3, 2020, the Planning Commission members present at the meeting elected to table the request pending receipt of a glare study.
9. On January 27, 2021, the applicant requested an extension of the 60-days approval time while they commission a glare study.
10. On February 4, 2021, the County received a glare study from the applicant and a meeting was scheduled for March, 4, 2021 for Planning Commission decision.
11. On February 26, 2021, Planning and Zoning Department staff sent the staff report to the members of the Waseca County Planning Commission by first-class mail regarding the application and accompanying documents. This staff report is incorporated in these Findings by reference. Attachments included:
  - i. Staff analysis of criteria,
  - ii. Recommended conditions, if granting,
  - iii. Application materials – glare study
12. Mark Leiferman, Waseca County Zoning Administrator presented a PowerPoint presentation highlighting the applicants request, site data and approvals for the Conditional Use Permit for the Blue Jay Solar project. The information provided was based on a staff report provided to the Planning Commission prior to the meeting.
13. The following is an extract of the draft Planning Commission minutes of the meeting held on March 4, 2021 starting at 7:30 p.m.:

**WASECA COUNTY PLANNING COMMISSION  
MEETING  
MINUTES OF MARCH 4, 2021  
Draft**

Not for Recording Purposes

**CALL TO ORDER/ESTABLISH A QUORUM**

A quorum to conduct business was established and the Chair Russ Frederick called the Waseca County Planning Commission meeting to order at 7:30 p.m. at the meeting room in the East Annex Building.

**MEMBERS PRESENT**

DeAnne Malterer, Russ Frederick, Leon Schoenrock, Stephanie Roemhildt, Mark Sommers, Marv Pearson.

**MEMBERS ABSENT**

None

**STAFF PRESENT**

Mark Leiferman, Planning and Zoning Administrator, Maame Yorke, Planning and Zoning Specialist.

**OTHERS PRESENT**

Names include as seen on sign-in sheet. Spellings of names shown as best as possible from handwritten signatures. Benjamin Schoenrock, (in-person), Beth Schoenrock (in-person), Lester Kloeger (in-person), Rob Wilkening (online), Brian Harper (online), Rick Coles (online).

**APPROVAL OF AGENDA**

Sommers made a motion to approve the agenda with Schoenrock seconding. Motion passed unanimously.

**REVIEW/APPROVAL OF MINUTES – February 4, 2021**

Malterer made a motion with Roemhildt seconding to approve the February 4, 2021 minutes. Motion passed unanimously.

**PUBLIC HEARINGS:**

**Old Business:**

**A. Request for a Conditional Use Permit (CUP) to construct and operate a one (1) Megawatt Community Solar Farm – Blue Jay Solar Project. TABLED 12-3-20.**

Leiferman started the public hearing for a Conditional Use Permit to construct and operate a one Megawatt solar farm in Waseca County by presenting a PowerPoint. The developer for the solar garden is Nextera Energy. The owners of the site is Robert L Blasing, ETAL and DG Minnesota CS II, LLC (lessee). The property address is yet to be assigned but located in Section 5 of St. Mary Township with PID: 09.005.0400. The request was tabled at the December 3, 2020 hearing for a glare study.

Leiferman explained a site plan of the proposal and pointed out the location of proposed access drive, electric poles and transformer/meter pad on the proposed solar site. Leiferman furthered that there was an existing field access that serves the Gwen Whiting et al property to the west of the proposed solar farm. He mentioned to the Planning Commission that this access may also serve the Blasing property. The County Highway Department may want the access to the facility to be shared or utilize the existing access point. Staff provided the link to the staff report you received to the Highway Department and received no comment from the acting County Engineer who only works part time at the present time. The Highway Department will need to permit this upgrade in the access. Subsequently, he informed the Planning Commission of a power pole that appeared as though it might be on or close to the property line between the Blasing and Whiting properties.

Leiferman after explaining the site plan read an email correspondence from MNDOT District 7 which was provided for record at the December 3, 2020:

*From:* Piltaver, Angela (DOT) <[angela.piltaver@state.mn.us](mailto:angela.piltaver@state.mn.us)>

*Sent:* Wednesday, December 2, 2020 6:59:24 PM

*To:* Maame Yorke

Cc: Mark Leiferman

Subject: RE: Waseca County Board of Adjustment and Planning Commission Meeting - December 3, 2020

Maame,

Thank you for the opportunity to review the items on the December 3, 2020 Planning Commission Meeting agenda.

On the Conditional Use Permit application for the Blue Jay Solar Garden, MnDOT requests that the county include a provision for screening of the solar garden as a mitigating measure in the event that glare becomes an issue for drivers along US14.

We have no comments on the other items to be heard on the agenda. Thank you again for your coordination with MnDOT, and please let me know if you have any questions.

Best Regards,

Angela Piltaver, M.A.U.P., AICP, LEED AP, Senior Planner

MnDOT District 7

Leiferman then proceeded to explain the findings of the glare/glint study provided by the applicant to determine whether glare/glint will potentially impact travelers along US 14 or adjacent residential properties. He mentioned that in assessing potential glare to neighboring residences, 16 discrete observation points (parcels with residences) were picked for the study and Glare was assessed at 8ft first story viewing height and 16ft second story viewing height. The results of the analysis (SGHAT) showed that no glare occurrences were predicted at either levels. Glare impacts were also assessed for roadways where five (5) route receptors were picked namely; both travel directions for US 14 (Route 1 & 2), Old Hwy 14 (Route 3), CR 17/73RD ST (Route 4) and CR 53/380TH AVE (Route 5). For the roadways, glare impacts were assessed at 4ft car viewing height and 8ft truck viewing height. The results of the analysis (SGHAT) showed that no glare occurrences were predicted for any of the roadways at either viewing heights. Leiferman concluded the finding of the study by telling the Commission that the SGHAT used in the glare impact analysis did not consider vegetation, fencing or other natural obstructions.

Following the findings of the glare study, Leiferman read an email correspondence received from MNDOT District 7. The glare study was provided to MNDOT for their review since glare on US Highway 14 was a concern. In the email, Angela Piltaver mentioned that "...The District 7 Traffic Engineer and MNDOT Aeronautics have both reviewed the glare study and were satisfied with the information provided. However, we do continue to support that a condition be included that the applicant shall provide glare mitigation measures should MNDOT report any that have affected travelers on US14."

Leiferman then read an email from Janell Hesch, an adjacent property owner expressing her concern on the proposed solar farm as showed below:

**Maame Yorke**

**From:** Janell Hesch <grandmajanelh@gmail.com>  
**Sent:** Monday, December 21, 2020 3:07 PM  
**To:** Maame Yorke  
**Subject:** Re Robert L Blazing CUP

My husband and I are extremely opposed to the idea of Nextra Energy getting a 25-year or more conditional use permit on the Blazing property near old highway 14.

We live within a quarter mile of that piece of land and I think the glare from the panels will not only affect our home and quality of life but also the highway 14 commuters. I completely disapprove of this and hope that my opinion is made available to those who will ultimately make the final decision.

Our property sets on a hill above where the panels would be installed. I believe that it's going to bother not only us and our quality of life but also people driving on old highway 14.

The suggestion to plant fast growing trees to block the glare and view of this property is useful but slightly offensive in that we were here long before Nextra and will be negatively impacted by their for profit project.

Thank you for your consideration.

Sincerely,

Janell Hesch

7884 378th Ave

Janesville, MN 56048

Leiferman asked to dispense reading the criteria since it was presented to the Planning Commission on December 3, 2020 and in the staff report mailed out to the Commission members prior to the hearing. The criteria and proposed findings are outlined below:

**Criteria and Proposed Findings:**

1. Will the proposed use have an adverse impact on the health, safety, and general welfare of the occupants in the surrounding neighborhood?
  - The planned solar array has a very low profile with the top of the modules rising only 15 feet above the surface of the ground. The specifications as submitted include a fence that will slightly obscure the site of the project. The construction plans must demonstrate the facility will not be impacted by potential flood waters.
2. Will the proposed use have an adverse impact on traffic conditions including parking?
  - The proposed use is not anticipated to impact (adverse) on traffic conditions including parking. Daytime traffic from pickup trucks, semi-trailers during construction for delivery of equipment and other machinery is estimated to be minimal. There will be parked vehicles near the proposed solar site during the six to eight week construction period but this is not anticipated to impact traffic adversely. Once the system is up and operating, it is estimated that there will be between two and four visits to the site in a year for maintenance thus traffic conditions and parking is not anticipated to be impacted adversely post construction.
3. Are there adequate public utilities, public services, road, and schools to support the proposed use of the property?
  - The project will generate electricity and has been placed on the site to tie into a three phase line on Old Highway 14. There are adequate public utilities, public services, roads, and schools to support the proposed use of the property.
4. Will the proposed use have an adverse effect on property values or future development of land in the surrounding neighborhood?
  - The Waseca County Assessor has previously reported that Solar Garden projects should not have an adverse effect on property values or future development of land in the surrounding neighborhood. The closest residence is 1,400 feet from the facility.
5. Is the proposed use of the property consistent with the goals and policies adopted in the Comprehensive Plan?
  - The proposed is in the public interest and consistent with the Comprehensive Plan and relates to the infrastructure vision statement and one of the economic development goals in the comprehensive plan.
6. Does the proposed use meet the standards of the Zoning Ordinance including that the use is allowed with a Conditional Use Permit in the designated zoning district in which it is proposed?
  - Solar farm is a conditional use in the A-1 Agricultural Protection District. The Waseca County Unified Development Code places Solar Farms as a Conditional Use in the A-1 Agricultural Protection Districts. A site plan has been submitted for this site. The facility should meet the UDC requirements if all conditions are adhered to.
7. Will the proposed use have an adverse effect on the environment, including pollution and including impacts on groundwater, surface water and surface water runoff, and air quality?
  - There appears to be no wetlands present in the development area. The impacts to groundwater, surface water and surface water runoff, and air quality should be minimal with this project with the greatest impacts occurring during construction and decommissioning of the facility. These issues should be addressed with proper storm water management measures and/or required permits prior to commencement of construction activities. An Environmental Assessment Worksheet (EAW) is not required for this request. A National Pollutant Discharge Elimination System (NPDES) permit may be required with this application.

8. Will the proposed use have an effect (adverse) on existing natural, historic, or scenic views or features in the surrounding neighborhood?
  - The array is located along Old Highway 14. The proposed use is not anticipated to have an effect (adverse) on existing natural, historic or scenic views or features in the surrounding neighborhood.
9. Are there other provisions within the Waseca County Unified Development Code, Minnesota State Law or Federal Law that will impact the approval of the Conditional Use Permit?
  - All other required provisions shall apply which include, but not limited to, Minnesota State Building and Electrical Codes, National Pollutant Discharge Elimination System (NPDES) permits, etc.

### Conditions for Approval

Staff recommended approval of the request if the Waseca county Planning Commission finds that the proposal meets the standard criteria for approval. Only the changes to the conditions were provided to the Commission (as underlined or ~~struck~~). If approved, staff recommended the following conditions be applied:

1. **Standards/Regulations:** All County, State, and Federal laws, regulations, and ordinances shall be complied with and all necessary permits obtained. All permits shall be obtained within 12 months of approval and construction completed within one (1) year of approval of receipt of the Waseca County Zoning Permit. Although there is no significant earthwork in this project, there may be tile lines that cross this site. Any damage to tiles must be repaired by the Owner/Lessee. In addition, a National Pollutant Discharge Elimination System (NPDES) permit may be required with this application if it is expected that the area disturbed will exceed one acre. With regards to storm water management, the project must adhere to Minnesota Pollution Control Agency (MPCA) Construction Storm water Permit Requirements and also any NPDES storm water permit. ~~Since the developers are proposing to use an existing gravel road that services solar farm to the east of the proposed site, they may need to seek the appropriate permission from the owners of Buffalo Garden LLC. The owners/developers will need a permit from the Waseca County Highway Department to access onto Old Highway 14. If a shared access is required by Waseca County, the Owner/Lessee must enter into a shared access agreement with any impacted property owner.~~ The owners/developers will need a permit from the Waseca County Highway Department to access onto Old Highway 14. If a shared access is required by Waseca County, the Owner/Lessee must enter into a shared access agreement with any impacted property owner.

*Note: the underlined was added by staff after the report was sent to the Planning Commission members.*

2. **Site and Building Plans** Development and operation of the use shall be in substantial conformance with the site plan drawings and plans and specifications as provided and on file in the office of the Waseca County Planning and Zoning Department. Project timetable shall also be submitted to the Waseca County Planning and Zoning Department. The construction plans must demonstrate the facility will not be impacted by potential flood waters.
3. **Planting Plan:** A planting plan indicating the permanent vegetative crops to be planted shall be approved by the Waseca County Planning and Zoning Administrator and shall be planted within the fenced project area prior to commencement of operations of the facility. All noxious weed laws shall be followed and the areas shall be kept in a neat and tidy condition at all times and kept free of any noxious weeds. ~~Trees planted on the easterly side of the facility shall be approved by the Waseca County Soil and Water Conservation District. The County reserves the right to require screening to address glare if such issues are determined to be a problem by the Minnesota Department of Transportation (MNDOT) or the Waseca County Sheriff.~~ The County reserves the right to require screening to address glare if such issues are determined to be a problem by the Minnesota Department of Transportation (MNDOT) or the Waseca County Sheriff.

*Note: the underlined was added by staff after the report was sent to the Planning Commission members.*

4. **Wetland Conservation Act:** The wetland delineation report must be approved by the Waseca County Water Resource Specialist in possible consultation with Waseca County Technical Evaluation Panel (TEP).
5. **Operations:** An operations plan for the facility shall be provided to and kept on file in the office of the Waseca County Planning and Zoning Department. The operations plan shall also be provided to the Waseca County Sheriff's Department and the township fire department. The plan shall include an emergency contact.
6. **Decommissioning Plan:** The Decommissioning Plan shall be approved by the Waseca County Planning and Zoning Administrator and the Waseca County Attorney and recorded with the Conditional Use Permit. The

Owner/Lessee shall provide a cash escrow to decommission the Solar Farm of \$45,000 in a form that is satisfactory to the Waseca County Attorney.

7. **Duration, Failure to Comply and Review:** A Conditional Use Permit shall become void one (1) year after being granted by the County Board unless used or if discontinued for a period of ninety (90) days. The County Board may prescribe a different time limit within which the action for which the Conditional Use is required shall commence, or be completed, or both. Failure to commence, or complete, or both, such action within the time limit set shall void the Conditional Use Permit. Conditional Use Permit shall be issued for a particular use on a specific parcel and not for a particular person or firm. Owner/operator shall allow periodic inspection of the facility by Waseca County personnel, including, but not limited to, Waseca County Zoning Administrator and/or staff or assignee, Public Health Department, Environmental Health Department, Waseca County Sheriff's Department or Minnesota Pollution Control Agency staff, to determine if the terms and conditions of this Conditional Use Permit are being complied with. Failure to comply with any of the above-listed conditions shall be grounds for suspension or revocation of the Conditional Use Permit. This Conditional Use Permit may be reviewed upon an annual basis and shall be subject to any additions or modifications deemed necessary in order to meet governmental requirements.

Following a review of staff recommended conditions, Fredrick asked staff to send a copy of the glare study to Janell Hesch. Malterer made a motion to approve the criteria with Schoenrock seconding the motion. Motion was passed unanimously with 5 Yes 0 No.

Malterer made a motion to approve the Blue Jay Solar conditional use permit. Sommers seconded and it was passed unanimously with 5 Yes 0 No.

### **New Business**

#### **B. Request for an amendment to §2.04 Nonconforming Structures of the Waseca County UDC.**

Leiferman continued his PowerPoint presentation for the meeting by reading the zoning case which was a request by Waseca County to amend §2.04 Nonconforming Structures of the Waseca County UDC. The proposed additions to the UDC are showed below underlined:

#### **§2.04 NONCONFORMING STRUCTURES**

(H) Construction of a second dwelling. The construction of a second residence on a site may be allowed in order to allow the owner or owners a place to reside while a new single-family dwelling is constructed. The second residence must be removed within sixty days of the completion or occupancy of the new dwelling. A Zoning Permit to construct a new residence on the site where there is an existing residence will not be issued until:

1. the property owners execute a covenant agreement approved by the Waseca County Attorney to remove the existing dwelling upon completion of the new residence; and

2. an escrow is established in favor of the County by an escrow agreement approved by the County Attorney. The escrow must:

a) be funded by the property owners;

b) deposited with the County Auditor; and

c) the escrow agreement executed by the owner or owners and Waseca County.

3. The amount of the escrow shall be established by the Waseca County Board. The escrow funds will remain with the County and will only be returned to the owner or owners at such a time as the demolition of the original, existing residence is completed to the satisfaction of the Waseca County Zoning Administrator. The escrow is established in order to remove the structure should the owner or owners fail to remove the existing residence sixty days following the completion and/or occupation of the new dwelling. Failure to complete the demolition of the original dwelling as specified herein shall allow the County to draw on the escrow funds to pay the cost of the demolition of original residence.

Leiferman then proceeded showing an email received from Luke Erickson. He informed the Planning Commission that although the email was not in response to the proposed code change, it was directly related to the discussion and staff advised Mr. Erickson that it would be included in the materials presented to the Planning Commission.

As background, Mr. Erickson and his wife constructed a second home on their site and agreed by covenant to remove the home after their new home was built. The home permit and covenant were drawn in May of 2018. The County extended the timeframe for removal of the original home in May of 2020. Staff received an email request from Mr. Erickson in October asking the Planning Commission to allow the home to be converted into storage. Staff consulted the County Attorney and advised the Erickson's by letter on October 13, 2020 that the Planning Commission is not the appropriate entity to review the covenant matter and indicated the County would get back to them about the demolition. The County sent a letter required by code to Mr. Erickson in December advising he needed to remove the structure within 45 days or the matter would be turned over to the County Sheriff and County Board.

In this email, Mr. Erickson expressed displeasure and concern about the way the Zoning Administrator handled his request to convert the structure into storage rather than remove the structure. He indicated he did not want to financially commit to spending \$12,000 to demolish the building. He did not feel the minor subdivision option to create another home site would work and did not want to spend the amount required to have the new parcel surveyed. The request to make old homes into storage is one that Planning and Zoning have seen several times since P&Z put together the covenant alternative to demolition of their second home. Staff was dealing with another instance where someone has combined two properties with one home with a serious black mold issue. Again, the owner wants to convert the illegal structure into a "wood shop" to avoid demolition. Staff still believes the best solution when these issues arise is demolition through the escrow we described previously. Staff appreciates the Erickson's agreement to remove the structure and the concerns they have raised in their email.

Leiferman furthered that P&Z have another replacement home and demolition covenant in the permitting process at the present time. He then suggested that the Planning Commission allowed this covenant and permit to proceed since the request came before we started this process.

**Public Hearing Comments:**

Public hearing notices was published in the Waseca County News and sent to the governing bodies of all towns and all municipalities located within the county.

The public hearing was opened at 7:54pm.

Rob Wilkening, City of Waldorf Mayor was present online to comment of the Zoning Code change. He asked if the density requirement in Waseca County was one house per 40 acres. Leiferman responded that the requirement was one unit per quarter-quarter section of land.

Wilkening asked if an individual could be allowed to build a second house on a property which is 80 acres. Leiferman responded that if the development rights in the quarter-quarter in which the individual was proposing to build was not taken up about building, then the person could build. Other than that, the individual would have to apply for a transfer of development right (TDR) which allows empty quarter-quarters in the township to transfer development rights to another quarter-quarter within the township. TDRs between townships or property owners requires a Conditional Use permit. He added that the TDR provision was put in place to protect agricultural lands and cluster residential uses.

There were further discussions on Transfer of development rights between Wilkening and Leiferman.

Lester Kroeger was concerned about 60 days for removal of an old home being too short. Leiferman responded that the County Board might provide an extension at the applicant request.

Malterer asked if there was code definition for completion and or occupancy because completion of a house is relative. Leiferman responded that the two terms were not defined in the code. Malterer further that it was important to have the two terms defined in the UDC.

The public hearing was closed at 8:24pm.

Schoenrock asked what defined a house and a shed. Leiferman and Malterer responded and referenced the UDC definition. There was a discussion by the Planning Commission on what determined a residence.

Schoenrock made a motion to table the zoning code amendment for staff revision (include definition of Completion and or occupancy) with Roemhildt seconding the motion. Motion passed with 5 Yes 0 No

**C. Request for an amendment to §5.02 Subsurface Sewage Treatment Systems of the Waseca County UDC.**

Leiferman continued his PowerPoint presentation for the meeting by reading the zoning case which was a request by Waseca County to amend §5.02 Subsurface Sewage Treatment Systems of the Waseca County UDC. The proposed additions to the UDC are showed below underlined:

**§5.02 SUBSURFACE SEWAGE TREATMENT SYSTEMS**

(S) Amendments to the adopted standards.

(1) List of adopted standards. In addition to the SSTS setbacks set forth in Minnesota Rules, Chapters 7080 and 7081:

(a) The separation distance from a SSTS to a Type 3, 4, 5 or 6 wetland shall be 50 feet;

(b) The separation distance to artificial drainage ditch shall be 50 feet; and

(c) The separation distance from a well to a SSTS shall be as specified in M.S. § 1031, as it may be amended from time to time, and Minnesota Rules Chapter 4725 and 4720 as amended.

(d) When a permanent SSTS easement is placed on an adjacent property, the side or rear property line setback distance may be reduced or eliminated between the parcel with a residence or commercial use and the easement tract. In such SSTS easement situations, the side and rear yard setbacks shall be applied to the easement area.

**Public Hearing Comments:**

Public hearing notices was published in the Waseca County News and sent to the governing bodies of all towns and all municipalities located within the county.

The public hearing was opened and closed with no comments from the general public at 8:32 p.m.

Malterer made a motion to approve the zoning code amendment to §5.02 and recommend approval to the County Board with Sommers seconding the motion. Motion passed with 5 Yes 0 No.

**D. Request for an amendment to §6.08 A-1 Agricultural Protection District Standards of the Waseca County UDC**

Leiferman continued his PowerPoint presentation for the meeting by reading the zoning case which was a request by Waseca County to amend §6.08 A-1 Agricultural Protection District Standards of the Waseca County UDC. The proposed additions to the UDC are showed below underlined with subtractions ~~struck~~:

**§6.08 A-1 AGRICULTURAL PROTECTION DISTRICT STANDARDS**

(C) Conditional uses (see Article 4 for accessory uses). Accessory uses are subject to the standards found in Articles 3, 4 and 6 of this ordinance:

~~(34) Outdoor display;~~

~~(345) Other accessory uses and structures that are incidental to the principal use; and~~

~~(356) Solar farms.~~

(36) Landscape Contractors; and

(37) Road construction contractors, trucking companies and Subsurface Sewer Treatment System Contractors when located at least 500 feet from a residence.

**Public Hearing Comments:**

Public hearing notices was published in the Waseca County News and sent to the governing bodies of all towns and all municipalities located within the county. The public hearing was opened and closed with no comments from the general public at 8:35 p.m.

Frederick asked if Road Construction Contractors was too specific. Malterer suggested a change from Road Construction Contractors to Construction contractors and a definition be put in the code on the examples or categories of Construction Contractors. Leiferman informed the Planning Commission that a definition addition will trigger another code amendment to §8.03 and staff will have to publish in the newspaper for this amendment as well.

Suggested Amendment UDC Addition

*(37) Construction Contractors and trucking companies when located at least 500 feet from a residence.*

Sommers made a motion to table the Zoning Code Amendment for staff revision with Roemhildt seconding the motion. Motion passed with 5 Yes 0 No

**MISCELLANEOUS**

**Otisco Rental Second CUP Amendment**

Leiferman informed the Planning Commission about a second CUP Amendment for Otisco Rental.

**ADJOURNMENT**

Schoenrock made a motion Pearson with seconding to adjourn the meeting. Meeting adjourned at 8:49 p.m.



**Rice Gardens LLC (Nokomis Partners) Second Ground Lease / Option to Lease;  
Waseca Solid Waste and Recycling Center**

<b>Meeting Date:</b>	April 6, 2021	<b>Fiscal/FTE Impact:</b>
<b>Item Type:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Action	<input type="checkbox"/> None
<b>Department:</b>	Solid Waste and Recycling	<input type="checkbox"/> Current budget
<b>Contact:</b>	Tammie Bramer, Solid Waste and Recycling Supervisor	<input type="checkbox"/> New FTE(s) Requested
<b>Contact Phone:</b>	(507) 835-0662	<input type="checkbox"/> Other
<b>Prepared by:</b>	Mark Leiferman	<input type="checkbox"/> Amendment Requested

**PURPOSE/ACTION REQUESTED**

Consider entering into second Lease / Option to lease a portion of the Waseca County Solid Waste and Recycling Center Site to Rice Gardens, LLC (Nokomis Partners-Developer).

**SUMMARY**

Waseca County entered into a lease agreement with Silver Lake Gardens, LLC to lease a portion of the Waseca County Recycling Center in 2020 to develop a one megawatt solar facility. The developer of the Silver Lake Gardens project was Nokomis Partners. The developer is now requesting a second lease to develop a portion of the area to south of the original site to develop another one megawatt solar facility. A map of the original Silver Lake Gardens site and the proposed site is shown on Attachment A. Please note the County has plans to relocate the County’s Compost Facility in this area as well. The construction of the original and second solar facility should not impact the relocation of the compost facility.

Nokomis is proposing to enter into a Lease/Option to Lease the second portion of the site shown in attachment A. The Lease/Option is attached hereto as Attachment B. The developer is proposing to pay \$1,000 per year for the potential right to develop the project. The option term will commence on the date the option is signed by the County and run for period of one year. The option can be extended if the developer pays an additional option fee of \$1,000 before the anniversary date of the option.

If the option is exercised, Rice Gardens, LLC will enter into a lease agreement for the second facility. The base rent will be \$1,250 per acre for the first year and will increase each subsequent year by 3% per year.

**RECOMMENDATION**

Staff recommends the board consider the option and approve the agreement in substantially the form provided if the Attachment B if the County Board finds the lease to be advantageous to the County. The County Attorney will need to approve the final draft of the Lease/ Option to Lease.

**EXPLANATION OF FISCAL/FTE IMPACTS**

Option amount of \$1,000 per year. If lease is exercised, \$1,250 per acre per year with 3% increase in annual rent.

**Supporting Documents:**

- Attachment “A”: Site Plan
- Attachment B: Option Agreement

**Administrator's Comments:**

- Recommend Action
- Do Not Recommend Action
- Reviewed – No Recommendation
- Reviewed – Information Only
- Submitted at Commissioner Request

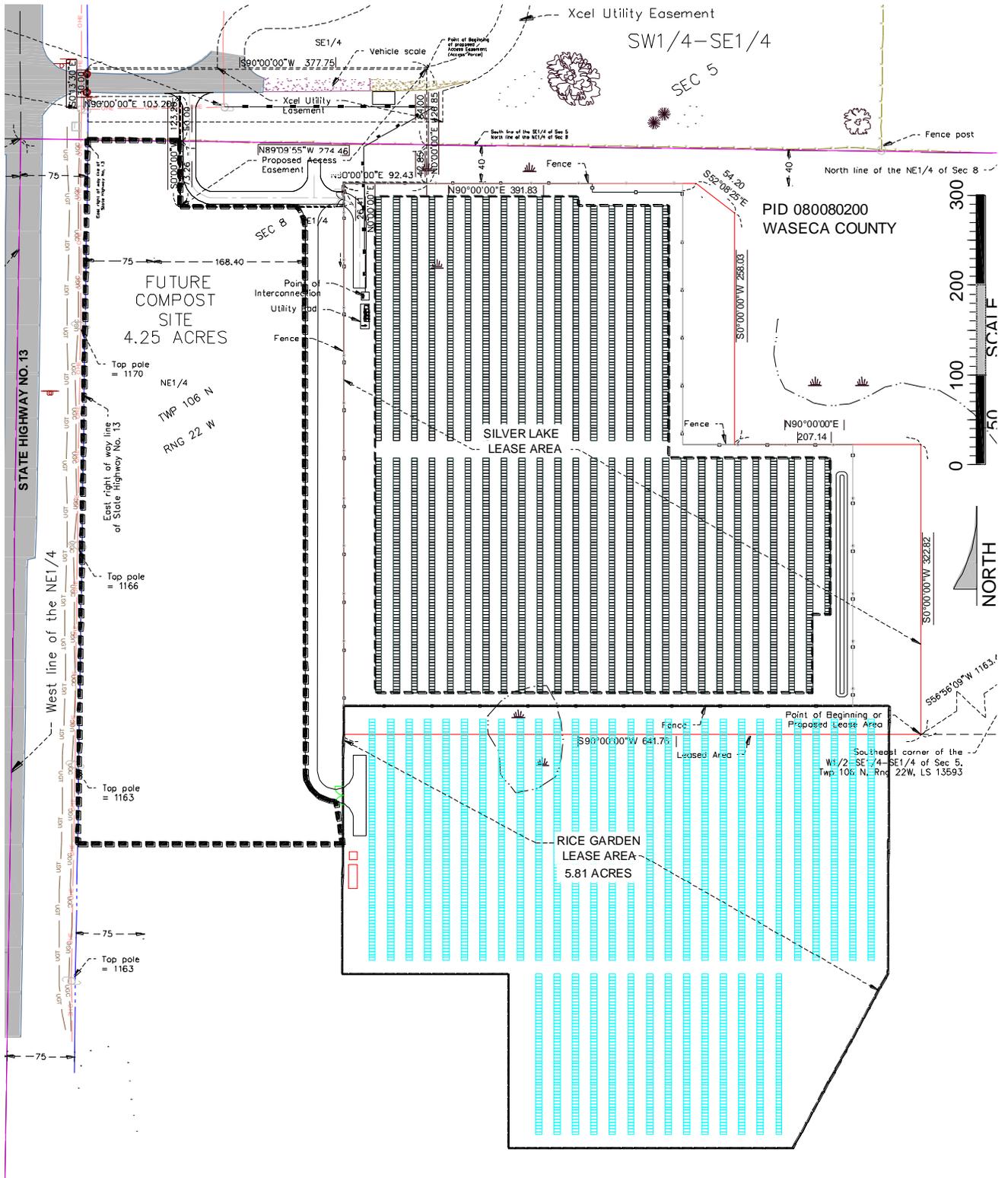
**Reviewed By (if required):**

- County Attorney's Office
- Risk Management
- Human Resources
- Information Technology
- Building and Grounds

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County Administrator

# Attachment A



**Attachment B**  
**GROUND LEASE**

This GROUND LEASE (this "Lease") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Waseca County, a municipal corporation under the laws of the State of Minnesota ("Landlord") and Rice Garden LLC, a Minnesota limited liability company ("Tenant") and, together with Landlord, each, a "Party" and together, the "Parties").

**RECITALS**

WHEREAS, Landlord desires to lease to Tenant certain land (the "Land"), more particularly described on Exhibit A attached hereto and incorporated herein by reference, which is part of that certain parcel of real property assigned PID 080080200, located in the County of Waseca, State of Minnesota, as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Landlord is the owner of the Land and desires to lease the Land to Tenant for the purposes of installing, operating, maintaining and removing a solar electric generating facility, which includes all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other necessary and convenient equipment and appurtenances common to such a facility ("Solar Facility").

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained on the part of Tenant, Landlord and its successors and assigns, agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, and all right, title and interest, if any, of Landlord in any land lying in the bed of any street, avenue or alley adjoining the parcel of land described above to the center line thereof, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below), and Landlord and Tenant hereby covenant and agree as follows:

1. Recitals; Exhibits. The Recitals set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full. The Memorandum of Lease attached hereto as Exhibit C shall be executed by Landlord and Tenant on or as of the Effective Date, and shall be recorded among the real property records of Waseca County, Minnesota by Tenant, at Tenant's expense.

2. Term of Lease. The "Term" of this Lease shall consist of two (2) phases, the Construction Term and, if applicable, the Operating Term. The Construction Term is intended to encompass the development and construction of the Solar Facility and the Operating Term is intended to encompass the Solar Facility's commercial operation.

(a) The "Construction Term" shall commence on the Effective Date and continue until the date on which the Solar Facility achieves commercial operation, or two (2) years from the Effective Date, whichever is earlier, unless earlier terminated as set forth below. Tenant may terminate the Lease at any time during the Construction Term for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord (a "Notice of Cancellation") specifying the effective date of such termination. The Construction Term shall convert into the Operating Term upon notification by Tenant that the Solar Facility has achieved commercial operation.

(b) The “Operating Term” shall mean the period commencing on the date on which the Solar Facility achieves commercial operation and continuing for twenty-five (25) years. Within 30 days prior to the conclusion of the Operating Term, Tenant shall have the option of extending the Operating Term for five (5) Lease Years (“Operating Term Extension”) by providing written notice of the same to Landlord. Within 30 days of the conclusion of the Operating Term Extension, Tenant shall again have the option of extending the Operating Term for five (5) Lease Years.

(c) A “Lease Year” is a consecutive twelve (12) month period during the Operating Term, beginning on the commencement date of the Operating Term and continuing consecutively in twelve (12) month periods afterward.

### 3. Rent and Additional Rent.

(a) During the Construction Term, Tenant covenants and agrees to pay Landlord the Option Payment for each Option Year, as defined in the Option Agreement. Prior to each twelve (12) month anniversary of the expiration of the Feasibility Period, as defined in the Option Agreement, Tenant will pay to Landlord a net rent in the amount of One Thousand Dollars (\$1,000.00), unless the Construction Term is earlier terminated or converted. Should the Construction Term last longer than two (2) years from the Effective Date, Tenant shall pay the Basic Rent rate applicable to the Operating Term over the remainder of the Construction Term beyond such two (2) year period.

(b) Tenant covenants and agrees to pay to Landlord a net rent in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per acre for each Lease Year during the Operating Term (the “Basic Rent”). The Basic Rent shall increase three percent (3%) every Lease Year. The Basic Rent shall be payable in advance in annual installments, due on or before the fifth (5<sup>th</sup>) business day following the commencement of each Lease Year. The Basic Rent shall be paid to Landlord without notice or demand and without deduction, abatement or set-off of any kind, except as expressly provided in this Lease.

(c) Basic Rent shall be paid in addition to and over and above all other payments to be made by Tenant as hereinafter provided in this Lease, it being the intention and purpose of this Lease that the Basic Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Basic Rent specified herein, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Land and Improvements and their use and occupancy which may arise or become due during the Term, shall be paid or discharged by Tenant as “Additional Rent,” except as expressly provided in this Lease.

(d) Tenant covenants and agrees to pay as Additional Rent all Impositions, costs, expenses, liabilities, obligations, and other payments of whatever nature which Tenant has agreed to pay or assume under the provisions of this Lease or which Tenant agrees, in writing, are to be at the expense of Tenant.

(e) In the event construction impacts the owner’s ability to harvest crops currently being grown within the leased acres, Tenant will pay Owner NA dollars (\$NA) per acre damaged.

### 4. Solar Facility.

(a) At all times while this Lease is in force and effect, all rights to, title to and possession of the Solar Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), Environmental Attributes and Solar Incentives belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Land. The Solar Facility

and all “Improvements” located on the land shall at all times retain the legal status of personal property as described under Article 9 of the Minnesota Uniform Commercial Code. Any Improvements existing on the Land as of the commencement of the Operating Term shall be deemed constructed by Tenant and shall be deemed Tenant’s personal property. “Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. “Solar Incentives” includes, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) Tenant, at its sole cost and expense, shall operate and maintain the Solar Facility throughout the Term, including, without limitation, making all necessary repairs and replacements to the Solar Facility, as determined by Tenant in its reasonable discretion.

(c) Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (a) make additions, changes, alterations, or improvements, structural or otherwise, to the Solar Facility; and (b) demolish and remove the Solar Facility or any other structures hereafter located on the Land.

## 5. Impositions.

(a) “Impositions” shall mean all real property taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, levied or assessed upon or with respect to the ownership of the Premises imposed by any public or quasi-public authority having jurisdiction (“Real Estate Taxes”), water and sewer charges, rates and rents, excises, levies, license and permit fees, utility charges and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Land and Improvements (the “Premises,”) or any part thereof, the appurtenances thereto or the sidewalks, streets or vaults adjacent thereto or for any use or occupation of the Premises, and such franchises, licenses and permits as may be appurtenant to the use of the Premises, this transaction or any documents to which Tenant is a party, creating or transferring an interest or estate in the Premises. Real Estate Taxes shall not include any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy.

(b) Throughout the Term, Tenant shall pay, or cause to be paid, all Impositions associated with Improvements on the Premise, except that Tenant shall not be required to pay Real Estate Taxes (i) for any portion of the tax parcel containing the Premises that are not attributable to the Improvements, or (ii) for improvements that are the property of Landlord that are located outside the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Imposition. To the extent that any of the Real Estate Taxes payable by Tenant as Impositions are jointly assessed with Landlord’s Real Estate Taxes, the Parties shall cooperate in a good faith effort to cause such Real Estate Taxes to be separately assessed. Tenant shall pay all such Impositions directly to the taxing authority as the same become due and payable and, provided the same are received from Landlord in a timely fashion, before any fine or penalty is added thereto for the nonpayment thereof. Notwithstanding the foregoing, Tenant may pay any Imposition (including any interest accrued on the unpaid balance of such Imposition) in installments if so payable by law, whether or not interest accrues on the unpaid balance.

(c) Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Imposition (including a reduction in the assessed valuation of the Premises) by appropriate proceedings timely instituted, provided that any such contest by Tenant shall effectively stay

or prevents any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Real Estate Taxes. Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in all reasonable ways to contest any Imposition. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Imposition. Any refund of Real Estate Taxes or other Impositions payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant.

6. Insurance.

(a) During the Term, Tenant shall be responsible for obtaining insurance on the Improvements against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring Tenant and Landlord as additional insured, against liability for bodily injury, death and property damage occurring upon or in the Premises in such amounts as determined in Tenant's reasonable discretion. Tenant may maintain all or any portion of the insurance coverage it is required to maintain under this Lease under a self-insurance program or under policies that include self-insured retentions.

7. Improvements; Alterations.

(a) Tenant may at any time, or from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, construct additional Improvements, make changes, alterations, or modifications to the Improvements (collectively, the "Alterations") including, but not limited to demolition, removal and/or reconstruction of the Improvements, or any part thereof; provided, however, that such Alterations shall comply with all laws, statutes, ordinances, orders, rules, regulations and requirements of any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or subdivision thereof, having or acquiring jurisdiction over the Premises or the use and improvement thereof, including any Board of Fire Underwriters having jurisdiction over the Premises ("Governmental Authorities"), and the appropriate agencies, offices, departments, boards and commissions thereof, whether now or hereafter in force, applicable to the Premises, or any part thereof, as to the manner of use or occupancy or the maintenance, repair or condition of the Premises, or any part thereof, including without limitation laws regulating Hazardous Substances ("Legal Requirements"). In furtherance, but not in limitation, of the foregoing, Landlord acknowledges that Tenant intends (but shall not be obligated) to construct the Solar Facility (*i.e.*, a photovoltaic solar energy generation and transmission facility) on the Premises.

(b) Tenant shall comply with all Legal Requirements and shall, within sixty (60) days after demand by Landlord, discharge, by the filing of a bond or otherwise, any mechanic's, materialman's or other lien asserted against the Premises by reason of the making of any Alterations.

(c) Tenant agrees, that at the termination of this agreement, or termination of any extensions of this agreement, Tenant shall have the sole obligation to remove the solar facility, including any and all equipment or belongings related to the solar facility, and leave the premise in the original condition that it was found except for alterations relating to the slope or topsoil.

8. Repairs, Maintenance, Damage or Destruction of the Premises. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or the Improvements. Except in the case of Landlord's negligence or willful misconduct, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and

management of the Premises throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction at the Premises under the insurance policies maintained by Tenant shall be paid to Tenant.

9. Use of Premises; Compliance with Legal Requirements.

(a) Tenant shall have the right during the Term to use and occupy, lease and sublease the Premises for the operation of a photovoltaic solar energy generation and transmission facility. Other uses for any lawful purpose will require securing Landlord's written prior consent or permission.

(b) Tenant shall, throughout the Term, promptly comply with all Legal Requirements now or hereafter applicable to the Premises. Tenant shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Premises, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted in good faith, except that Tenant shall not so postpone compliance therewith so as to subject Landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Premises, or any part thereof, to be condemned or vacated.

10. Condemnation.

(a) If, at any time during the Term, the Premises, all or any part thereof, shall be taken in condemnation proceedings, the entire award or compensation that may be made in any such proceeding shall be allocated between Landlord and Tenant as follows: (a) Tenant shall first receive the portion of the condemnation award equal to the unamortized portion of the costs expended by Tenant in acquiring this Lease (but not including Basic Rent or Additional Rent paid hereunder) and constructing any Improvements on the Premises (for purposes of the foregoing, such costs shall be amortized over a period of 20 years); and (b) the remaining proceeds shall be divided between Tenant and Landlord in the same proportion as the value of Tenant's unexpired leasehold interest in the Premises bears to Landlord's fee interest in the Premises as encumbered by this Lease. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the collection of any and all such awards or compensation. Tenant shall have the right to participate in any such condemnation proceedings and to be represented by counsel for the purpose of protecting its interest hereunder. Notwithstanding the foregoing, in the event a portion of the Premises is taken, and Tenant determines (in its sole discretion) that Tenant does not wish to terminate this Lease pursuant to Section 10(c) below, then the proceeds of such condemnation shall be paid as follows: (a) first, to Tenant in the amount required to cover the reasonably anticipated costs of construction or reconstruction of any Improvements necessitated by such partial taking (including any roadway Improvements); and (b) the remainder to Landlord.

(b) If, at any time during the Term, title to all or substantially all of the Premises shall be taken in condemnation proceedings, this Lease shall terminate and expire on the date of such taking and the Basic Rent and Additional Rent shall be paid up to the date of such taking and Tenant shall, in all other respects, keep, observe and perform all of the terms, covenants and conditions of this Lease on Tenant's part to be kept, observed and performed up to the date of such taking.

(c) If, at any time during the Term, title to less than all or substantially all of the Premises shall be taken in condemnation proceedings, then Tenant shall have the right to determine, in its sole discretion, whether to terminate this Lease or continue this Lease in full force and effect. In the event Tenant elects to continue this Lease, the Basic Rent thereafter payable by Tenant shall be apportioned and

reduced from the date of each such partial taking to an amount which bears the same ratio to the Basic Rent payable by Tenant under this Lease immediately prior to the taking as the number of gross leasable acres (or partial leasable acres) of the Premises after the taking bears to the number of gross acres (or partial leasable acres) of the Premises immediately prior to the taking.

11. Easements and Encumbrances.

(a) In the event requested by Tenant, Landlord shall grant such easements, rights of way, or other rights or encumbrances necessary for the completion, maintenance and operation of Tenant's Improvements, across, over, under or through Landlord's fee interest in the Land, contiguous land owned or controlled by Landlord, or any Landlord affiliate, or adjacent land that Landlord or Landlord's affiliate may acquire (collectively, the "Servient Land"). Such easements, rights of way and other rights or encumbrances shall be delivered by Landlord within fifteen (15) days of request by Tenant. Tenant acknowledges that Landlord shall not be required to grant any easements, rights of way, or other rights or encumbrances that prevent agricultural farming of Landlord's property located outside of the premise area, but located on Landlord's property, for which there is an existing contract between Landlord and any other Tenant.

(b) Landlord grants to Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on a portion of the Servient Land, as more particularly described in Exhibit B, to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Solar Facility.

(c) Landlord hereby grants and conveys to Tenant an exclusive easement on, over and across the Premises and the Servient Land (the "Solar Easement") prohibiting Landlord from placing or constructing buildings or structures, initiating or conducting activities or planting trees or vegetation of any type or allowing any trees or other vegetation (collectively "Solar Obstructions") on the Servient Land from overshadowing or otherwise blocking access of sunlight to the Improvements. The Solar Easement shall encumber an area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the eastern, western and northern edge of the Premises, from each Site to a point on the Servient Land 50ft south of the southern edge of the Premises, and from the eastern or western edges of the Premises, extending upward to the exterior boundary of the Servient Land at an angle of 33.3° degrees (e.g. a 10ft building needs to be placed 15ft away from the edge of the eastern or western fence line of the Premises), together vertically through all space located above the surface of the Premises and that portion of the Servient land herein described, that is, one hundred eighty degrees (180°) or such number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface each point along the exterior boundary of the hereinbefore described Solar Easement area through each point and on and along such line to the opposite exterior boundary of the hereinbefore described Solar Easement area. These rights are in gross, and no other real Premises benefits from this solar easement. Landlord hereby grants Tenant the right, but not the obligation, to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence. Tenant shall be permitted to a reimbursement of such costs as an abatement of Basic Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Servient Land, Landlord shall include this prohibition in any instrument evidencing such transfer.

(d) Landlord hereby grants Tenant the right to enter any Servient Land to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Servient Land, and to trim and to cut down and clear away any trees on either side of the Servient Land,

which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Improvements, block access of sunlight to the Improvements and/or interfere with the exercise of Tenant's rights hereunder. These rights are in gross, and no other real property benefits from this solar easement.

12. Encumbrance of the Leasehold Estate; Mortgages.

(a) Tenant shall have the right, from time to time, without the prior consent of Landlord, to mortgage, hypothecate, pledge, convey in trust or alienate or otherwise encumber Tenant's leasehold estate in the Premises and/or Tenant's fee estate in the Improvements as security for payment of any indebtedness and/or the performance of any obligation by means of a "Leasehold Mortgage" encumbering Tenant's leasehold interest in the Premises, which constitutes a first lien on this Lease. A "Leasehold Beneficiary" or holder of a Leasehold Mortgage may enforce such Leasehold Mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such Leasehold Mortgage, the Leasehold Beneficiary may take possession of and operate the Premises performing all obligations performable by Tenant, and upon foreclosure of such lien by power of sale, judicial foreclosure, or upon acquisition of the leasehold estate by deed in lieu of foreclosure, the Leasehold Beneficiary may sell and assign the leasehold estate hereby created, provided that a Leasehold Beneficiary shall at all times have the right to assign its rights under the Leasehold Mortgage and any other security instruments and/or documents relating to the Leasehold Mortgage to a nominee for the purpose of taking title to the Premises following a foreclosure of the Leasehold Mortgage or deed-in-lieu thereof. Such nominee shall be entitled to all of the rights and protections afforded a Leasehold Beneficiary in this Lease. Any person or entity acquiring such leasehold estate so sold and assigned by the Leasehold Beneficiary shall be liable to perform the obligations imposed on Tenant by this Lease only during the period such person has ownership of said leasehold estate of the Premises. The rights and privileges hereunder of any Leasehold Beneficiary shall be subject to the rights and privileges of any other Leasehold Beneficiary whose lien has priority over the lien of such Leasehold Beneficiary. Except as provided in Section 11 above, in no event whatsoever shall Tenant have the right to encumber Landlord's fee simple interest in the Land without Landlord's consent.

(b) For the benefit of the holder of any Leasehold Mortgage who shall have become entitled to notice as hereinafter provided in this Section 12, Landlord agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on the leasehold estate; and Landlord and Tenant further agree for the benefit of any such Leasehold Beneficiary that, so long as any such Leasehold Mortgage shall remain a lien on the leasehold estate, without the prior written consent of such Leasehold Beneficiary, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease or consent to any prepayment of any Basic Rent by more than one (1) month.

(c) If at any time any Leasehold Beneficiary shall have given to Landlord, before any default shall have occurred under this Lease, a notice specifying the name and address of such Leasehold Beneficiary, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Leasehold Beneficiary a copy of each notice of default at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant, addressed to such Leasehold Beneficiary at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Leasehold Beneficiary. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any such Leasehold Beneficiary of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant.

(d) In case of the termination of this Lease by reason of the happening of an Event of Default (defined below), Landlord shall give notice thereof to any Leasehold Beneficiary who shall have

notified Landlord of its name and address pursuant to this Section 12(d), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Leasehold Beneficiary at the address last furnished to Landlord pursuant to this Section 12(d). If, within thirty (30) days after the mailing of such notice, such Leasehold Beneficiary shall notify Landlord that such Leasehold Beneficiary desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Leasehold Beneficiary, or its nominee, in executing and delivering a new lease of the Premises to such Leasehold Beneficiary, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease.

(e) If Leasehold Beneficiary does not have the right to immediate possession or use of the Premises, Leasehold Beneficiary shall not have any obligation under this Lease prior to the time that such Leasehold Beneficiary takes assignment of the leasehold estate and has the possession or use thereof. Any such Leasehold Beneficiary shall be liable to perform obligations under this Lease only for and during the period of time that such Leasehold Beneficiary has taken assignment of the leasehold estate. Moreover, any Leasehold Beneficiary or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder once such Leasehold Beneficiary or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

13. Assignment and Subletting.

(a) Tenant shall have the right, without the prior consent of Landlord, to sell, assign, transfer or otherwise dispose of this Lease as a whole or sublet the Premises or any part thereof to Nokomis Partners LLC, Excelsior Energy Capital LP, or Renew22 LLC or any subsidiaries affiliated with these entities. Any sale, assignment, transfer, or disposal to an entity not listed here will require prior written approval from the Landlord, which approval shall not be unreasonably withheld. Any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations under this Lease, provided that the assignee assumes all of the obligations of Tenant under this Lease. In the event of an assignment of this Lease pursuant to this Section 13(a), all liabilities and obligations of the assignor (including a Leasehold Beneficiary which acquires the leasehold estate pursuant to a foreclosure and sale) accruing after such assignment shall terminate and be released and discharged provided the assignee shall have assumed each and every one of the terms, covenants and provisions contained in this Lease by an instrument of assumption recorded among the land records.

(b) Tenant shall have the right to sublet portions of the Premises or any part thereof, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder. Upon the written request of Tenant and as long as an Event of Default shall not have occurred and be continuing, Landlord agrees to enter into a non-disturbance and attornment agreement with a subtenant of the Premises or a part thereof, which agreement shall provide in substance that, so long as such subtenant complies with all the terms, covenants and conditions of its sublease, Landlord, in the exercise of any of its rights or remedies under this Lease, shall not deprive the subtenant of possession, or the right of possession, of its subleased portion of the Premises or part thereof, during the term of such sublease, or join the subtenant as an adverse or defendant party in any action or proceeding to enforce or terminate this Lease or to obtain possession of the Premises demised in such space lease for any reason other than a breach by the subtenant of the covenants contained in its sublease.

14. Liens.

(a) Landlord acknowledges and agrees that Landlord does not have a lien on any of Tenant's personal property, including, but not limited to, the Solar Facility, Tenant's inventory, trade fixtures, removable equipment, fixtures and all Improvements ("Tenant's Personalty"), and all of Tenant's

Personalty shall be deemed the personal property of Tenant in accordance with Minnesota law. Landlord expressly waives its lien or related rights, if any, granted or conferred upon Landlord by the Legal Requirements on any of Tenant's Personalty. To the extent any such lien is nevertheless imposed upon Tenant's Personalty, Landlord hereby subordinates such lien to the lien of any Leasehold Beneficiary of Tenant secured by Tenant's Personalty. Landlord agrees, upon written request by Tenant, to cause any lender or mortgagee having a security interest in the Premises to specifically acknowledge the rights of any Leasehold Beneficiary referred to in Sections 12 and 13 of this Lease. This provision is operative without execution of any further documentation, and may be relied on by any Leasehold Beneficiary in extending credit to Tenant. Any Leasehold Beneficiary shall be a third-party beneficiary of this Section 14 of this Lease and may take action against Landlord (i) to enforce its rights and Tenant's rights, or (ii) in the event of a breach by Landlord of its duties under this provision.

(b) In the event Landlord encumbers the Land subsequent to the date of this Lease, (i) the Lease shall be in a first priority position (*i.e.*, no senior monetary liens may encumber the Land other than real estate taxes and assessments that are a lien not yet due and payable), or (ii) the holder of each mortgage or other monetary encumbrances (*i.e.*, mechanics' liens, judgment liens, tax liens, etc.) shall execute and deliver to Tenant a fully executed and acknowledged Subordination Non-Disturbance Agreement (the "SNDA") in the form of Exhibit E, attached hereto and made a part hereof. Subject to the aforesaid provisions, Landlord may collaterally assign its interest in this lease.

15. Default Provisions.

(a) If any one or more of the following events (each an "Event of Default," and collectively, "Events of Default") shall happen:

(1) If Tenant shall default in the due and punctual payment of the Basic Rent or any other monetary sums payable by Tenant under this Lease, when and as the same shall become due and payable, and such default shall continue for more than twenty (20) days after a notice thereof shall have been given by Landlord to Tenant; or

(2) If Tenant shall default in keeping, observing or performing any of the non-monetary terms, covenants or conditions contained in this Lease on Tenant's part to be kept, performed or observed, and if such default is not remedied by Tenant (A) within sixty (60) days after Landlord shall have given Tenant a notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within sixty (60) days, the time within which Tenant is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith); or

(b) Upon the occurrence of any default by Tenant hereunder, Landlord agrees, within five (5) days of the expiration of all applicable notice and cure periods and prior to taking any action to terminate this Lease, to send, by registered or certified mail, written notice of such default to any Leasehold Beneficiary and the trustee under any Leasehold Mortgage. If Tenant fails to cure any default under this Lease within any applicable grace and cure periods, then Landlord shall afford to Leasehold Beneficiary (i) for defaults by Tenant in the payment of money, an additional sixty (60) days within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default and (ii) for all other defaults hereunder, an additional one hundred twenty days (120) within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default. If Leasehold Beneficiary elects to cure, but cannot remedy a non-monetary default completely within the aforementioned additional one hundred twenty (120)

day period, then Landlord shall give Leasehold Beneficiary a reasonable extension of time to do so, provided that Leasehold Beneficiary continues to pursue such remedies with reasonable diligence. The commencement of judicial or non-judicial foreclosure proceedings by a Leasehold Beneficiary shall be deemed the commencement of a non-monetary cure provided that: (a) the Leasehold Beneficiary thereafter diligently prosecutes the same (provided, however, that if the Leasehold Beneficiary is prevented or restrained by a court of competent jurisdiction or by reason of any law, regulation, order, stay or rule from so proceeding, the time period set forth above shall be tolled, and provided further that if the default is cured, the Leasehold Beneficiary may discontinue such proceedings and/or possession); and (b) upon acquisition by either the Leasehold Beneficiary or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Leasehold Beneficiary, purchaser or transferee commences within one-hundred twenty (120) days after acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Leasehold Beneficiary or transferee. The time available to any Leasehold Beneficiary entitled to notice to initiate foreclosure proceedings as aforesaid shall be deemed extended by the reasonable number of days of delay occasioned by circumstances beyond the Leasehold Beneficiary's control. During the period that such Leasehold Beneficiary shall be in possession of the Premises and/or during the pendency of any foreclosure proceedings instituted by any Leasehold Beneficiary, the Leasehold Beneficiary shall pay or cause to be paid the Basic Rent (subject to the provisions of Section 12(a)) and all other charges of whatsoever nature payable by Tenant hereunder which have been accrued and are unpaid and which will thereafter accrue during said period (subject to the provisions of Section 12 (a)). Landlord agrees that, so long as Leasehold Beneficiary shall have the right to cure any default by Tenant under this Lease, as provided herein, Landlord shall not take any action to terminate this Lease. In the event that the default under this Lease is a result of the bankruptcy of Tenant or is otherwise incapable of being cured by Leasehold Beneficiary or if the Lease is rejected in connection with a bankruptcy proceeding by Tenant, a trustee in a bankruptcy or such other party to such proceeding on behalf of Tenant, within ten (10) days after a request from Leasehold Beneficiary, which request has been made within thirty (30) days following Leasehold Beneficiary's receipt of written notice of such default or rejection of the Lease in a bankruptcy proceeding, Landlord agrees that it will, at Leasehold Beneficiary's sole option, enter into a new ground lease (a "New Lease") with Leasehold Beneficiary or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the default not occurred, it being the intention of the parties, if Leasehold Beneficiary so elects, to preserve the Lease and the benefit of the leasehold estate created by this Lease for the benefit of Leasehold Beneficiary without interruption and for no additional consideration from Leasehold Beneficiary. Any New Lease shall be superior to all rights, liens and interests granted at any time on the fee interest in the Land and to all rights, liens and interests intervening between the date of this Lease and the granting of the New Lease, and shall be free of any and all rights of Tenant under the Lease.

(c) At any time or from time to time after any such expiration or termination of a cure period provided above, including any and all cure rights of Leasehold Beneficiary described in Section 15(b), above, Landlord may relet the Premises, or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive the rents therefor.

16. Surrender of Possession.

(a) On the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

17. Indemnification. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that they (i) arise directly from the possession, use, occupancy, management, repair, maintenance or control of the Premises, or any portion thereof, or any work or thing done in, on or about the Premises by Tenant, or (ii) arise from or are connected with any act or omission of Tenant or Tenant's agents, employees or invitees, or (iii) result from any default or breach of this Lease or any provision therein by Tenant, except if caused by Landlord, or its agents', contractors' or employees' negligence or willful misconduct. Tenant shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Landlord with respect to the foregoing or in which Landlord may be impleaded. Tenant shall pay, satisfy and discharge any and all final judgments, orders and decrees which may be recovered against Landlord in connection with the foregoing.

18. Quiet Enjoyment; Conveyance by Landlord. Landlord covenants that Tenant, upon paying the Basic Rent and other charges provided for in this Lease, and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord.

19. Inspection by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Premises at all reasonable times during usual business hours, upon at least two (2) business days' prior notice from Landlord, for the purposes of inspecting the Premises. In addition, Landlord's notice shall identify any third parties who intend to accompany Landlord on the Premises by name and employer. Any access to the Premises must be in the accompaniment of a representative of Tenant and must be in compliance with Tenant's security procedures with respect to any such entry, which may at Tenant's reasonable discretion require the execution of a non-disclosure and confidentiality agreement. Tenant shall have the right to deny access to the Premises to third parties if (i) Tenant determines in its reasonable discretion that allowing such third party potential exposure to Tenants' proprietary and confidential information within the Premises would be detrimental to Tenant's business interests, or (ii) such third party fails to provide Tenant with a reasonable executed non-disclosure and confidentiality agreement prior to accessing the Premises. Except for entry by Tenant under the terms of this Lease, Landlord agrees, for itself and for parties under its control, not to allow entry upon the Premises except for the purpose of inspection in accordance with this Section 19, and shall not interfere with or handle any of Tenant's equipment or the Solar Facility without written authorization from Tenant, provided that Landlord will provide Tenant with at least two (2) business days' notice, except in the event of an emergency, in which case Landlord will give such notice as is practicable under the circumstances to promptly notify Tenant upon the discovery of an emergency condition at or in the Solar Facility.

20. Landlord's Consent. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

21. Limitation on Tenant's Liability. Landlord agrees that any claim, judgment or decree of any court or arbitrator(s) against Tenant and in favor of Landlord as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed, shall be satisfied by Landlord resorting to the interest of Tenant in this Lease, and not against any other assets of Tenant or the assets of Tenant's officers, directors, employees, shareholders, members, partners, other equity owners, and Landlord shall not have the right to seek or obtain a personal

judgment against Tenant or Tenant's officers, directors, employees, shareholders, members, partners, other equity owners for any damages.

22. Landlord's Covenants. Landlord hereby covenants and agrees to give Tenant possession of the Premises on the Effective Date, free and clear of all tenants and occupants. In addition, on the Effective Date, Landlord shall have removed all of its personal property and equipment from the Premises, it being understood that Landlord shall have no right to enter onto the Premises from and after the Effective Date except pursuant to Section 19 hereof. Subject to the foregoing, the Premises shall be delivered to Tenant on the Effective Date in "as is, where is" condition; provided, however, that, as of the Effective Date, (a) the Premises shall be free of any Hazardous Substances, as defined in Exhibit D hereto, or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory, (b) there are no outstanding claims by any Governmental Authority with respect to the Premises alleging a violation of applicable Legal Requirements, and (c) there are no covenants, conditions, restrictions or other private restrictions encumbering the Premises which in any way limit or otherwise restrict the use of the Premises as contemplated by this Lease.

23. Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than thirty (30) days' prior notice by the other Party or from a Leasehold Beneficiary, to execute, acknowledge and deliver to the other Party, or to any person designated by the other Party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other Party, it being intended that any such statement delivered pursuant to this Section 24 may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Premises or any part thereof (including any Leasehold Beneficiary or Tenant Financing Party), any auditor, creditor, commercial banker, and investment banker of either Party or any purchaser of Landlord's interest in the Premises. Such estoppel certificate shall also state the amount of Basic Rent then payable, the dates to which the Basic Rent and any other charges have been paid in advance and shall include such assurances of satisfaction of conditions or other matters provided for in the Lease as the Party seeking the estoppel may reasonably request. Any Party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such Party to all persons entitled to rely on the estoppel certificate that either (a) the information contained in the form of estoppel certificate, if any, provided with the request is true and accurate in all respects, or (b) if there is no form of estoppel certificate provided with the request, that this Lease is unmodified and in full force and effect; that there are, to the knowledge of the requesting Party, no defaults under the Lease (or events or circumstances that with the passage of time will become defaults); or (c) that the Basic Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such Party to the requesting Party within the specified time.

24. Miscellaneous Provisions.

(a) All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (a) delivered personally, (b) mailed, certified or registered mail, return receipt requested, (c) sent by email transmission, (d) sent by facsimile transmission, or (e) sent by Federal Express or other professional carrier, to the parties at the following addresses:

If to Landlord: Waseca County  
307 North State Street  
Waseca, MN 56093  
Phone: 507.835.0664  
Fax: \_\_\_\_\_  
Email: georgette.hanson@co.waseca.mn.us

With copies to: Michael Johnson  
Waseca County Administrator  
  
\_\_\_\_\_  
Phone: (507) 835-0630  
Fax: (507) 835-0633  
Email: michael.johnson@co.waseca.mn.us

If to Tenant: Rice Garden LLC  
c/o Nokomis Energy  
Attn: Legal Department  
2639 Nicollet Avenue, Suite 200  
Minneapolis, MN 55408  
Phone: (612) 470-3223  
Email: legal@nokomisenergy.com

with copies to: The Boutique Firm PLC  
Attn: Matthew D. Melewski  
5115 Excelsior Blvd #431  
St. Louis Park, MN 55416  
Phone: (612) 999-8600  
Email: matthew@theboutiquefirm.com

Notices are effective upon personal delivery or when sent by email or certified mail. Any notice sent by the attorneys representing a Party shall qualify as notice under this Agreement.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires. In the event that more than one person or entity constitutes Landlord hereunder, the rights, duties, obligations and liabilities of the entities comprising Landlord shall be joint and several. In any instance where Landlord's consent is needed for any action or matter arising under or related to this Lease, Tenant shall be entitled to rely on the authority of either one or both of the entities comprising Landlord.

(c) The captions herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Minnesota. In the event of any action between the Parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs

and attorneys' fees actually incurred, as awarded by a court of competent jurisdiction. Each Party hereto waives, to the full extent permitted by law, the right to a jury trial in any litigation concerning this Lease or any defense, claim, counterclaim, claim of set-off or similar claim of any nature.

(e) The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord and Tenant, and their respective successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Lease, all to the end that this Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Premises.

(f) This Lease cannot be changed or terminated orally. This Lease contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the Premises with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Parties.

(g) The Parties acknowledge that their attorneys have reviewed and revised this Lease and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto. Each Party was represented by legal counsel in the negotiations of this Lease.

(h) This Lease may be executed by facsimile or email and in multiple counterparts, no one of which need be executed by all Parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

25. Non-Merger of Estates. The interests of Landlord and Tenant in the Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Land, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Premises, including any Leasehold Beneficiary, shall join in the execution of a written instrument effecting such merger of estates.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

**LANDLORD:**

Waseca County

By: \_\_\_\_\_  
Name: Brian Harguth  
Its: Board Chair

By: \_\_\_\_\_  
Name: Tamera J. Spooner  
Its: Clerk

**TENANT:**

Rice Garden LLC  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Daniel Rogers

Drafted by:  
The Boutique Firm PLC  
Attn: Matthew D. Melewski  
5115 Excelsior Blvd #431  
St. Louis Park, MN 55416  
Phone: (612) 999-8600  
Email: matthew@theboutiquefirm.com

# EXHIBIT A

## Legal Description of Premises

[Legal Description to be inserted upon receipt]



**EXHIBIT B**

**Legal Description of Servient Land**

The Northeast Quarter (NE 1/4), Section Eight (8), Township One Hundred Six (106), Range Twenty-two (22), Waseca County, Minnesota.

**EXHIBIT C**

**FORM OF MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
AFTER RECORDING, PLEASE RETURN TO:

Rice Garden LLC  
c/o Nokomis Energy  
Attn: Legal Department  
2639 Nicollet Ave, Suite 200  
Minneapolis, MN 55408

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE is made and entered into as of \_\_\_\_\_, 2021, by and by and between Waseca County, a municipal corporation under the laws of the State of Minnesota (“Landlord” and “Grantor” for indexing purposes), and Rice Garden LLC, a Minnesota limited liability company (“Tenant” and “Grantee” for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the “Lease”) of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Addendum 1 attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the “Premises”).

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Real Property Records of Waseca County, Minnesota that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below) and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Premises.

2. Term. The term of the Lease (the “Term”) commenced on \_\_\_\_\_, 2021, and shall terminate on or before \_\_\_\_\_, 2058.

3. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

4. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of Waseca County, Minnesota is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to

all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

5. Solar Easement. Landlord has granted to Tenant a Solar Easement on the Premises, the parcel of real property described in Addendum 2 attached hereto, and any adjacent or contiguous land owned, controlled or hereafter acquired by Landlord, prohibiting Landlord from overshadowing or otherwise blocking access of sunlight to the Premises

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

**LANDLORD:**

Waseca County

By: \_\_\_\_\_  
Name: Brian Harguth  
Its: Board Chair

By: \_\_\_\_\_  
Name: Tamera J. Spooner  
Its: Clerk

**TENANT:**

Rice Garden LLC  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Daniel Rogers

Drafted by:  
The Boutique Firm PLC  
Attn: Matthew D. Melewski  
5115 Excelsior Blvd #431  
St. Louis Park, MN 55416  
Phone: (612) 999-8600  
Email: matthew@theboutiquefirm.com

**ACKNOWLEDGMENT**

State of Minnesota

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Addendum 1  
to  
Memorandum of Lease

Legal Description of the Premises

[Legal Description to be inserted upon receipt]



MN-21-00003-A-00		0
<b>INDICATIVE DESIGN</b>		
WASECA COUNTY PID: 080080200 44.004166, -93.496488 WASECA, MN 56093		
<b>PROJECT SPECIFICATIONS:</b>		
DC SYSTEM SIZE	1267 kW	
AC SYSTEM SIZE	1000 kW	
MODULE TYPE	439W MONO-72	
MODULE COUNT	2,912	
INVERTER TYPE	125kW STRING	
INVERTER COUNT	8	
RACKING TYPE	SAT	
SITE AREA	5.5 ACRES	
AZIMUTH	0°	
TILT	-52° TO 52°	
<b>KEY:</b>		
	MODULE	
	SETBACK	
	OBSTRUCTION	
	FENCE	
	POCC	
	ELECTRICAL PAD	
	ACCESS ROAD	
	PARCEL	
	WETLAND	
<b>NOTES:</b>		
1) SYSTEM DESIGNED IN ACCORDANCE WITH NEC/NFPA 2017 REQUIREMENTS.		
2) ALL CONDITIONS ASSUMED ARE DRY/NO FLOODING.		
3) POINT OF COMMON COUPLING (POCC)		
4) FENCE ASSUMED 7' TALL.		
CONCEPTUAL DESIGN NOT FOR CONSTRUCTION		

Addendum 2  
to  
Memorandum of Lease

The Northeast Quarter (NE 1/4), Section Eight (8), Township One Hundred Six (106), Range Twenty-two (22), Waseca County, Minnesota.

## EXHIBIT D

### DEFINITION OF HAZARDOUS SUBSTANCE

The term "Hazardous Substance" as used in this Lease shall mean any toxic or hazardous substance, material or waste, or any pollutant, contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below, and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) mold and fungal material, and (viii) radioactive materials and waste.

In addition, a Hazardous Substance shall include:

(1) Any hazardous waste, hazardous chemical substance or mixture, pollutant, contaminant, infectious or radioactive material, or any materials containing any toxic or hazardous substance, hazardous waste, hazardous chemical substance or mixture, pollutant, contaminant, infectious or radioactive material at levels or concentrations classified as hazardous or toxic, including but not limited to urea-formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos containing materials, nuclear fuel or waste, explosives, carcinogens, petroleum products, hydrocarbonic substances or by-product, pesticides, industrial waste, mold and organic mold materials of a mold-inducing nature, or other substances, all of which are regulated now or in the future under any "Environmental Regulation". For purposes of this Lease, "Environmental Regulation" shall mean any federal, state or local law, statute, code, ordinance, rule, regulation or requirement federal, state or agency laws, rules, regulations, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, all as amended or modified from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 6901, et. seq.), Federal Water Pollution Control Act (33 U.S.C. § 1321), Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136, et. seq.), Toxic Substances Control Act (15 U.S.C. §§ 2601, et. seq.), Atomic Energy Act (42 U.S.C. §§ 2011, et. seq.), Nuclear Waste Policy Act (42 U.S.C. §§ 10101, et. seq.), Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et. seq.), Occupational Safety and Health Act (29 U.S.C. §§ 651, et. seq.), Clean Air Act (42 U.S.C. §§ 7401, et. seq.), Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601, et. seq.), and Minnesota Statutes Chapters 114C-116I.

(2) Any "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability act of 1980, 42 U.S.C. §§ 6901, et seq.;

(3) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product;

(4) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose;

(5) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq.;

(6) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.;

(7) Any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level wastes”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste”, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, et seq.;

(8) Industrial process and pollution control wastes, whether or not “hazardous” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.;

(9) Any substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq.;

(10) Mold and organic material of a mold-inducing nature;

(11) Radon; and

(12) Any substance regulated under the Clean Air Act, 42 U.S.C. §§ 7401, et seq.

**EXHIBIT E**

RECORDING REQUESTED BY AND WHEN  
RECORDED PLEASE RETURN TO:

Silver Garden LLC  
c/o Nokomis Energy  
Attn: Legal Department  
2639 Nicollet Avenue, Suite 200  
Minneapolis, MN 55408

*(Space Above This Line For Recorder's Use Only)*

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**SNDA Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among \_\_\_\_\_ (together with its successors in interest, “**Lender**”), Rice Garden LLC, a Minnesota limited liability company (“**Tenant**”), and Waseca County, a county in the State of Minnesota (“**Landlord**”). Lender, Tenant and Landlord, each, a “**Party**” and together, the “**Parties**”.

**R E C I T A L S:**

A. Lender is the owner and the holder of a loan evidenced by one or more promissory notes in favor of Lender (as the same may be amended from time to time, individually and collectively, as applicable, the “**Note**”). The Note is secured by a mortgage (the “**Mortgage**”) dated \_\_\_\_\_, and recorded in the Official Records of Waseca County, Minnesota on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ covering the real property described in Appendix 1 attached hereto and made a part hereof (the “**Mortgaged Premises**”).

B. Tenant is the tenant under that certain Ground Lease dated \_\_\_\_\_, between Tenant and Landlord (the “**Lease**”), pursuant to which Landlord granted to Tenant the right to lease [**A PORTION OF**] the Mortgaged Premises from Landlord.

C. Tenant, Landlord and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender, Landlord and Tenant agree as follows:

1. Subordination. The Lease is now, and will at all times and for all purposes be, subject and subordinate to the lien of the Mortgage. The Lease is subordinate and subject, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage (collectively, “**Modifications**”), and all other loan documents securing the Note, provided that any and all Modifications shall nevertheless be subject to the terms of this SNDA Agreement.

2. Non-Disturbance. So long as Tenant is not in default under the Lease in the payment of rent, beyond all grace and cure periods, Tenant's right to lease the Mortgaged Premises under the Lease shall not be disturbed or interfered with by Lender or any other party who succeeds to the interest of Landlord under the Lease in any manner (collectively, "**Successor Landlord**"). If, notwithstanding the foregoing, the Lease is terminated as a result of a foreclosure, exercise of any power of sale, or succession by deed in lieu of foreclosure or by any other means, an agreement between Lender (or any other Successor Landlord, as applicable) and Tenant, its successors or assigns, will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the replacement agreement will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease agreement at the request of the other.

3. Notice of Default; Right to Cure.

(a) Tenant will furnish Lender in writing a copy of any written notice given to Landlord of any default under the Lease by Landlord, and Tenant agrees that Lender has the right (but not the obligation) to cure the default specified in such notice within the same time period, if any, set forth in the Lease for the cure thereof by Landlord.

(b) Notices. All notices, approvals, disapprovals or elections required or permitted to be given under this SNDA Agreement shall be in writing and shall be (i) delivered personally, (ii) mailed, certified or registered mail, return receipt requested, (iii) sent by facsimile transmission, or (iv) sent by Federal Express or other professional carrier, to the parties at the following addresses:

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: Rice Garden LLC  
c/o Nokomis Energy LLC  
Attn: Legal Department  
2639 Nicollet Avenue, Suite 200  
Minneapolis, MN 55408  
Phone: 6124703223  
Email: legal@nokomisenergy.com

with a copy to: The Boutique Firm PLC  
Attn: Matthew D. Melewski  
5115 Excelsior Blvd #431  
St. Louis Park, MN 55416  
Phone: (612) 999-8600  
Email: matthew@theboutiquefirm.com

To Landlord: Waseca County  
307 North State Street  
Waseca, MN 56093

Notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email or facsimile shall only be deemed received when both (x) the sender has electronic confirmation that it was sent to all Parties (and has retained a printed confirmation of the

delivery to the applicable fax number) and (y) at least one addressee entitled to notice under this Section 3(b) for the applicable Party has acknowledged receipt of the transmission. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party shall qualify as notice under this SNDA Agreement.

4. Complete Agreement. This SNDA Agreement contains the entire agreement between Lender, Tenant and Landlord with respect to the subject matter of this SNDA Agreement. This SNDA Agreement supersedes, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

5. No Oral Modification; Binding Effect. This SNDA Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This SNDA Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. Applicable Law. This SNDA Agreement shall be construed in accordance with the laws of the State of Minnesota.

7. Recording. This SNDA Agreement shall be recorded in the Official Records of Waseca County, Minnesota.

8. Successors and Assigns. This SNDA Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, and administrators and assigns.

9. Attorneys' Fees. In the event of any litigation arising out of or relating to this SNDA Agreement, or the breach or performance of it, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection therewith.

10. Counterparts. This SNDA Agreement may be executed in multiple counterparts, each of which when taken together shall constitute but one and the same original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this SNDA Agreement to be duly executed the day and year first above written.

**LANDLORD:**

Waseca County

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

Name: Brian Harguth

Its: Board Chair

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

Name: Tamera J. Spooner

Its: Clerk

**TENANT:**

Rice Garden LLC,  
a Minnesota limited liability company

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

Name: iel Rogers

**LENDER:**

\_\_\_\_\_, a  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Drafted by:**

The Boutique Firm PLC  
Attn: Matthew D. Melewski  
5115 Excelsior Blvd #431  
St. Louis Park, MN 55416  
Phone: (612) 999-8600  
Email: matthew@theboutiquefirm.com

**ACKNOWLEDGMENT**

State of Minnesota

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Addendum 1  
to  
Subordination, Non-Disturbance and Attornment Agreement

Mortgaged Premises