



WASECA COUNTY BOARD OF COMMISSIONERS

March 2, 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 Minutes February 2, 2021
- b. Waseca County Board of Commissioners Meeting Minutes February 16, 2021

4. Consent Agenda

- a. Approval of Bills
- b. Approve Howard E. Hyhart Company Agreement
- c. Aquatic Invasive Species Radio Advertising Space
- d. Partial Release of Exclusive Agricultural Use Zone Restrictive Covenant; Gregory T. and Barbara J. Roesler
- e. Adopt Resolution 2021-16 approving the collective bargaining agreements with Minnesota Public Employee Association, representing the Courthouse Unit, Highway & Solid Waste & Recycling Unit, Licensed Essential Unit and Non-licensed Essential Unit, for the period of January 1 through December 31, 2021
- f. Adopt Resolution 2021-17 establishing 2021 wage increases for non-union employees
- g. Adopt Resolution 2021-18 approving #7000 Waseca County Emergency Response Plan
- h. Approve reclassification of Public Works Director/County Engineer
- i. Approve purchase agreement with Waseca Area Senior Center

5. Set Public Hearing to Set Fee for Electronic Testing for Manure/Pesticide Testing – Brian Zabel, Technician/Feedlot Officer/Ag Inspector

**6. Conditional Use Permit Request for One Megawatt Community Solar Farm –
Everson Garden LLC and Winegar Family Limited Partnership
Mark Leiferman, Planning and Zoning Administrator**

7. Public Works – Alan Forsberg, Interim Public Works Director

Action Items

- a. Resolution 2021-13 Bids and Award Asphalt Emulsion for 2021 Maintenance Crew Seal Coating Projects
- b. Resolution 2021-14 Authorize County Engineer to Acquire Right of Way for CSAH 41
- c. Resolution 2021-15 CSAH 41 Reconstruction Project

Informational Items

- d. Motor Grader Waldorf
- e. Pup Trailers
- f. Rubber Tire Roller
- g. Tractor with Mower and Loader
- h. Salt Sheds Janesville and New Richland
- i. Fuel System

8. Administration

- a. Administration Update
- b. Human Resources Announcements

9. Commissioner Reports

**10. Closed Session – Performance Review of Michael Johnson, pursuant to
M.S.13D.05, sub. 3(a)**

Lunch –

Upcoming Board Events

March 2 – March 16, 2021

March 2, 2021, 9:30 a.m.

County Board Work Session

Board Room, East Annex

March 2, 2021, 9:30 a.m.

County Board Meeting

Board Room, East Annex

March 4, 2021, 6:00 p.m.

Board of Adjustment

Board Room, East Annex

March 4, 2021, 7:30 p.m.

Planning Commission

Board Room, East Annex

March 8-26, 2021

NACo Legislative Conference

Virtual Meetings

March 16, 2 p.m.

MN Prairie Finance Committee Meeting

Virtual Meeting

March 16, 3 p.m.

MN Prairie Joint Powers Board Meeting

Virtual Meeting

March 16, 2021, 9:30 a.m.

County Board Meeting

Board Room, East Annex

WASECA COUNTY BOARD OF COMMISSIONERS — FEBRUARY 2, 2021

The Waseca County Board of Commissioners met in regular session on Tuesday, February 2, 2021, in the boardroom, 300 North State Street, Waseca, Minnesota. Members present were Chair DeAnne Malterer, Doug Christopherson, Brian Harguth, Blair Nelson, and Brad Krause.

Others present were Michael Johnson, Administrator; Tammy Spooner, Auditor-Treasurer; Brad Milbrath, Sheriff; Brian Zabel, Feedlot Officer; Lisa Kaczke, Waseca County News; Russ Guse, Ditch Inspector; and Joe Udermann, Assessor.

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 Krause seconded to approve the Agenda with the addition of consideration of a COVID-19 Small Business Grant Program application. Motion carried unanimously.

Russ Guse, Ditch Inspector, discussed a solar farm project near County Ditch #45. Russ questioned how to proceed in dealing with easements for access and if changes should be made to the setbacks. Another option might be to reroute the tile. The Commissioners directed Mr. Guse to go through the normal process.

Nelson moved and Krause seconded to approve to Minutes for January 19, 2021 Works Session; January 19, 2021 Regular Meeting, with the correction to a ditch number and second to adjournment; January 22, 2021 Emergency Meeting; and January 27, 2021 Work Session. Motion carried unanimously.

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

- a. Approval of Bills
- b. Transfer \$6,602.09 from Fund 20-207-6241 - 911 Fund to 01-201-201-5860 Sheriff Office
- c. Eaton Goat Ranch LLC Feedlot Site Inspection Team Report

Tammy Spooner, Auditor-Treasurer, provided an overview on the tax system (written in the early 1980s) that is nearing “end of life”. In 2013 the vendor began a re-write of the program, they were not successful in the completion of that project. The group of counties represented by Minnesota Counties Computer Cooperative have entered into a contract (named Amendment #7) to maintain our support of the old tax system through 2023. Spooner shared that Michael Johnson, Judy Hiller, Joe Udermann and she had looked into replacement options and that Tyler Technologies, iasWorld, tax and CAMA system, would be the best fit for Waseca County. After discussions, Nelson moved and Harguth seconded to purchase the iasWorld software in the amount of \$278,400.00 Harguth. Motion carried unanimously.

Nelson moved and Christopherson seconded to approve Amendment #7 for continued maintenance of both the current tax and CAMA system with Avenu and

authorize the Board Chair and Auditor-Treasurer to sign the agreement. Motion carried unanimously.

Michael Johnson presented a resolution for engineer services and an employment agreement for interim department head for Waseca County Highway Department with Alan Forsberg thru April 30, 2021 with the ability to extend. Services will be based on hourly fees as a part time employee without benefits. Pursuant to Statute 163.07. Nelson moved and Krause seconded to approve the agreement. Motion carried unanimously.

Christopherson moved and Krause seconded to adopt Resolution #2021-5 approving the appointment. Motion carried unanimously.

Resolution #2021-5
Appointment of Interim Department Head for County Engineer Services

WHEREAS, the Waseca County Board of Commissioners have appointed Nathan Richman as County Engineer through May 30, 2021; and

WHEREAS, Nathan Richman cannot fulfill the capacity of County Engineer as communicated on January 12, 2021; and

WHEREAS, Minnesota Statute 163.07 requires that Minnesota Counties have a county highway engineer to have charge of the highway work and the forces employed thereon; and

WHEREAS, the Waseca County Board of Commissioners approved an employment agreement with Alan Forsberg as the interim department head of the Waseca County Highway Department; and

WHEREAS, Alan Forsberg is a registered highway engineer in the State of Minnesota pursuant to requirement in Minnesota Statute 163.07.

NOW, THEREFORE, BE IT RESOLVED, the Waseca County Board of Commissioners appoint Alan Forsberg as the interim Department Head of the County Highway Department to fulfill Engineer Services until April 30, 2021.

Michael Johnson, County Administrator, provided an administrative update on broadband, County Program Aid, online meetings, vaccinations and software.

Human Resources announcements were shared.

Michael Johnson presented a Small Business Grant application from Team Academy that was missed in October. There are adequate residual funds to cover the grant and he recommended payment of \$7,500.00 from Waseca County. Nelson moved and Harguth seconded to approve the payment of \$7,500.00 to Team Academy. Motion carried unanimously.

Ann Fitch, Waseca Area Chamber Executive Director, commented on the state program that many local restaurants and bars did not qualify for. Business owners are very appreciative of the assistance given by Waseca County and the City of Waseca, which is administered by Ann Fitch. 38 businesses have taken advantage of the latest program.

Commissioner Nelson stated that due to the economic impact of COVID-19, he would like to look into suspending Public Health licensing fees again.

Commissioner Reports were shared.

Having no further county board business, Christopherson moved and Krause seconded the motion to adjourn the meeting. Motion carried unanimously and meeting adjourned at 11:25 a.m.

DeAnne Malterer, Chairperson
Waseca County Board of Commissioners

ATTEST:

Tamara J. Spooner, Clerk
Waseca County Auditor/Treasurer

The following bills were audited and allowed:

A.H. HERMEL COMPANY	274.19
AMERICAN LEGAL PUBLISHING	450.00
ANCOM COMMUNICATIONS INC	616.50
APG MEDIA OF SOUTHERN MN LLC	630.03
ARNOLD'S SUPPLY AND KLEENIT CO	230.04
ASSOC OF MN COUNTIES	2,541.00
ASSOC OF MN COUNTIES ST. PAUL	17,920.00
BLUE EARTH CO	24,328.00
BLUE EARTH CO COURT ADMINISTRATOR	10,897.92
BOB BARKER COMPANY INC	216.80
BOMGAARS SUPPLY	1,017.94
COLE PAPERS INC	2,338.62
CONSOLIDATED COMMUNICATIONS OF MN CO	78.04
CPS TECHNOLOGY SOLUTIONS INC	98.00
CURT KEYES	75.00
GINGER P DESIGNS	90.00
GS DIRECT INC	219.57
H&H EXCAVATING INC	3,445.00
H&L MESABI INC	20,186.92
HOUSTON ENGINEERING INC	5,344.25
INNOVATIVE OFFICE SOLUTIONS LLC	410.74

INTERNET CONNECTIONS	100.00
J SCOTT BRADEN LAW OFFICE	1,940.00
JAGUAR COMMUNICATIONS	250.00
JOHN DEERE FINANCIAL	2,957.82
JONES HAUGH & SMITH	12,042.80
LITTLE FALLS MACHINE INC	103.71
MACAI ATTN: GREG HENSEL	85.00
MADDEN, GALANTER, HANSEN LLP	1,647.30
MANTHE GARAGE DOORS LLC	281.50
MARCO BUSINESS PRODUCTS INC	2,332.00
MARK MUELLERLIELE	110.00
MEHA-ST CLOUD	40.00
MJB HANSEN FAMILY LP	1,219.78
MN COUNTIES COMPUTER COOP	74,484.00
MN COUNTIES HUMAN RES MGMT ASSOC	125.00
MN COUNTIES INTERGOVERNMENTAL TRUST	2,500.00
MN COUNTY ATTORNEY ASSOC	200.00
MN DEPT OF CORRECTIONS STS	18,134.32
MN.IT SERVICES	1,300.00
MONROE TOWMASTER LLC	144.70
M-R SIGN COMPANY INC	322.10
NAPA AUTO PARTS MPEC	66.48
NATIONAL WIC ASSOCIATION	50.00
NORTHLAND FARM SYSTEMS	19.45
RECOVERY TREK LLC	325.00
REGENTS OF UNIVERSITY OF MN	18,813.99
RIVER BEND BUSINESS PRODUCTS	244.61
RIVER VALLEY FORENSIC SERVICES PA	250.00
ROBERT DASCHNER DR	85.00
RS EDEN	82.15
RUPP ANDERSON SQUIRES & WALDSPURGER PA	2,320.00
SAM'S CENTURY FARM LLC	1,000.00
SMITH TOLLEFSON RAHRICK & CASS	2,730.00
SOCIETY FOR HUMAN RES MGMT	219.00
SPORTSMAN STOP	26.39
STONEBROOKE ENGINEERING INC	2,660.03
THOMAS A COWDIN	400.00
TRIMIN SYSTEMS INC	42,901.35
TYLER TECHNOLOGIES, INC	640.00
WALMART PYMT PROCESSING ATLANTA	31.25
WASECA CO AUDITOR-TREASURER	37,324.80

WASECA GLASS INC	415.00
WASECA, CITY OF	8,756.34

WASECA COUNTY BOARD OF COMMISSIONERS — FEBRUARY 16, 2021

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

Others present were Michael Johnson, Administrator; Tammy Spooner, Auditor-Treasurer; Brad Milbrath, Sheriff; Lisa Kaczke, Waseca County News; Mark Behrends, Ditch Viewer; Kendall Langseth, Ditch Viewer; Robert Hansen, Ditch Viewer; Steve Scheffert; Eugene Scheffert; Brian Zabel, Feed Lot Officer; Steve Penkava, Engineer; Kurt Deter, Legal Counsel; Scott Hildebrandt; Bernard Frederick; Rodney Born; Cris Borneke, Deputy Auditor-Treasurer; and Alan Forsberg, Interim County Engineer.

The following were present via online platform: Warren Formo, FarmAmerica; Marvin & Kathleen Guse; Dan Giralamo, DNR; Mark Schaetzke, SWCD; Jessica Rollins, FarmAmerica; and Duane Alberts, FarmAmerica Chair Person.

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

Nelson moved and Krause seconded to approve the Agenda. Motion carried unanimously.

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

- a. Approval of Bills
- b. Accept Bids for County Parks Mowing
- c. Monthly Electronic Funds Transfer Report December 2020 / January 2021
- d. Fund Transfers from Fund (25) Special Revenue Fund to Fund (01) as follows:
 - \$2,377.32 from Account 25-109-6905 to 01-107-5910 (Riparian Buffer Enforcement)
 - \$27,992.24 from Account 25-125-6905 to 01-107-5910 (MPCA Feedlot)
 - \$24,394.00 from 25-124-6905 to 01-107-5910 (Natural Resource Block Grant)
- e. 2020 County Feedlot Officer Annual Report and Performance Review
- f. Report on Waseca County Planning Commission Meeting (2-04-2021)
- g. Partial Release of Excl. Agricultural Use Zone Restrictive Covenant; Isaac and Melissa Eaton

Sheriff Brad Milbrath requested to set a Public Hearing for administrative fees and storage fees on forfeiture property for March 2, 2021. Krause moved and Christopherson seconded to set the public hearing for March 2, 2021 at 9:45 a.m. Motion carried unanimously.

Michael Johnson, Administrator, requested acceptance of a donation to the Veteran's Services Van Fund from Daryl and Kris Erdman in the amount of \$600.00. Nelson moved and Krause seconded to adopt Resolution #2021-6 accepting the donation. Motion carried unanimously.

RESOLUTION # 2021-6

NOW, THEREFORE, BE IT RESOLVED, that the Waseca County Board of Commissioners hereby resolves to accept the donation of \$600.00 from Daryl and Kris Erdman to be used specifically for the purchase of a new transportation van for Veteran Services.

Sheriff Brad Milbrath requested acceptance of a donation to the Sheriff's Office from Joyce Goettl in the amount of \$100.00. Nelson moved and Harguth seconded to adopt Resolution #2021-7 accepting the donation. Motion carried unanimously.

RESOLUTION # 2021-7

WHEREAS, Minn. Stat. Sect. 465.03 allows counties to accept grants and donations of real or personal property for the benefit of its citizens in accordance with terms prescribed by the donor; and

WHEREAS, said donations must be accepted via resolution of the County Board of Commissioners by a twothirds majority of its members; and

WHEREAS, the Board of Commissioners finds that it is appropriate to accept the donations offered;

NOW, THEREFORE, BE IT RESOLVED that the Waseca County Board of Commissioners accepts, with sincere appreciation, the following listed donations on behalf of its citizens:

Name of Donor	Donation	Donation Purpose
Joyce Goettl	\$100.00	Thank you

This resolution shall become effective upon its passage and without further publication

Michael Johnson, Administrator, requested adoption of Resolution #2021-8 to waive liquor license fees for 2021, due to restricted openings, as a form of business relief to local businesses. Nelson moved and Christopherson seconded to adopt Resolution #2021-8 to approve waiving of Liquor License fees for 2021. Motion carried unanimously.

Resolution # 2021-8

Waive Liquor License Fees for 2021 Due to Restricted Openings

WHEREAS, the State of Minnesota continues to extend the COVID-19 Peacetime Emergency declared in Executive Order 20-01 due to the pandemic; and

WHEREAS, in the Peacetime Emergency Orders that have been issued since March 13, 2020, the State of Minnesota has restricted the opening, closing and capacity of restaurants and bars in the State of Minnesota; and

WHEREAS, these Peacetime Emergency Orders have placed an undue financial burden on Waseca County restaurants and bars; and

NOW, THEREFORE, BE IT RESOLVED, that the Waseca County Board of Commissioners hereby waive the liquor license fees as listed below for calendar year 2021.

- Liquor License (On Sale) \$450.00
- Liquor License (Brewers Off Sale) \$100.00

- Liquor License (Sunday) \$50.00

BE IT FURTHER RESOLVED, these fees are waived due to the Peacetime Emergency Orders issued by the State of Minnesota to ease the adverse economic hardship caused by the COVID-19 pandemic.

At 9:45 a.m. the Public Hearing for Redetermination of Benefits of County Ditch #19 commenced. Kurt Deter, Attorney with Rinke Noonan, gave an overview of the process. Tammy Spooner, Auditor-Treasurer affirmed that the proper notices were published, mailed, and posted. Mark Behrends, Ditch Viewer, provided information of the redetermination process, which was conducted by Kendall Langseth, Robert Hansen, and Mark Behrends. The Public Hearing was opened at 9:56 a.m. for public questions or comments on the Redetermination.

Marvin Guse, property owner within the watershed of County Ditch #19, questioned overlapping of acres with other ditch systems. Mark Behrends confirmed that the other systems are likely off due to the technology was not yet available when the systems were redetermined. The Viewers have spoken with Mr. Deter regarding reopening the other ditch systems to correct watershed lines administratively. The comments period ended at 9:58 a.m.

Attorney Kurt Deter listed the criteria that need to be met to move forward to approve the redetermination.

1. The Viewer's Report has been made and other proceeding have been completed under Minnesota Statute 103E.
2. The reports made or amended are complete and correct.
3. The damages and benefits have been properly determined.

Christopherson moved and Krause seconded to approve the redetermination and direct Kurt Deter to draft the Findings of Fact and Order, which should include ordering corrections to adjoining ditch systems to ensure that Marvin Guse is not double assessed on any acres. Motion carried unanimously.

Krause moved and Nelson seconded to adjourn the Redetermination Hearing at 10:01 a.m. Motion carried unanimously.

At 10:02 a.m. the Public Hearing for the Improvement to County Ditch #19 commenced. Kurt Deter, Attorney with Rinke Noonan, gave an overview of the process. Tammy Spooner, Auditor-Treasurer, affirmed that the proper notices were published, mailed and posted. Steve Penkava, Engineer with Jones Haugh & Smith, presented the Final Engineer's Report for the Improvement to County Ditch #19. Mr. Penkava discussed a potential \$50,000.00 grant that expires April 30, 2021 if project is not completed and all bills paid in full. Due to the winter weather conditions, it is not possible to have the projected completed by that date. The Public Hearing was opened for public comment or questions at 10:11 a.m.

- Scott Hildebrandt question sediment maintenance on the proposed pond.

- Dan Giralamo, DNR Hydrologist, provided an overview of the DNR comments contained in the letter that was submitted on Friday, February 12, 2021.
- Kathleen Guse commented on the grant requirements, mitigation process, recommended that MN Ag Interpretive Center (FarmAmerica) should put a pond on their land and teach water quality there.
- Chair Malterer read correspondence from Jean Eichoff into the public record. Ms. Eichoff questioned cracked and misaligned tiles and doesn't feel existing tile is being used to its full potential at this time.
- Engineer Steve Penkava stated that the tile is 101 years old.
- Marvin Guse would like the inspection inlet removed on the property line between his land and Eichoff property.
- Chair Malterer questioned lateral branch e that was on the original plan, but does not exist.
- Eugene Scheffert commented that the ditch is 100 years old and is not in good shape. Mr. Scheffert is in favor of a storage pond to hold water from FarmAmerica and believes that it is needed to improve the environment. Mr. Scheffert feels an urgency to complete the project in order to receive the \$50,000.00 grant.
- Deter responded that it may be possible to reapply next fiscal year for the same or similar grant funding.
- Commissioner Christopherson recently attended a GBERBA meeting and it is not likely they will extend the timeline on the existing grant funding. They could reapply, but cannot start project until approved and the project may not meet the criteria for the next round of grants.
- Eugene Scheffert stated that the site is good right now and conditions are right to proceed.
- Scott Hildebrandt stated that holding ponds are a high priority. If the time does run out, the chance of extension or reapplication is good.
- Mark Schaetzke, Waseca County Soil & Water Conservation District, indicated that the pond could possibly be made a separate project. However, the potential of applying for a new grant would mean construction in 2022.
- A question was asked about State land on top end of the project and who has the authority to sign for improvement.
- Marvin Guse questioned location of new tile.

- Steve Penkava responded that the new tile will be located South of the old tile the entire distance and will not conflict with private tile.
- Kathleen Guse would like to confirm that inspection inlet will be removed. Mr. Penkava confirmed that there will be no problem removing the inspection inlet.
- Jessica Rollins, FarmAmerica, asked for clarification on state owned land in the system. It was clarified that FarmAmerica is a non-profit, they are not owned by the state.

The comment period was closed 11:04 a.m.

Mark Behrends, Ditch Viewer, reported on the benefit statement for the 20% that solely the improvement portion and is not separable maintenance. The meeting was opened for comments or questions 11:09 a.m.

- Marvin Guse commented that the new tile would be 10–11 feet deep on his property, which means a considerable amount of subsoil would be removed. There will be a length of time that his crop would be impacted.
- Mark Behrends commented that they have not included residual damages, but that would be a board decision to compensate or not. Approximately 10 acres will be affected. Normally compensation is around \$400 per acre and costs would be assessed to the entire system. Most counties do not pay residual damages, but Waseca County could certainly choose to do so.

Nelson moved and Krause seconded to close the comment period at 11:22 a.m. Motion carried unanimously.

Kurt Deter, Attorney, presented possible actions for the drainage authority.

1) Continue hearing if additional information is required.

2) Establishment of Improvement, if:

- a. The Final Engineer's Report and Viewers' Report have been made and other proceedings have been completed under Minnesota Statutes 103E.
- b. The reports made or amended are complete and correct.
- c. The damages and benefits have been properly determined.
- d. The estimated benefits are greater than the total estimated costs including damages.
- e. The proposed drainage project will be of public utility and benefit and will promote the public health.
- f. The proposed drainage project is practicable.

- g. That the repair portion allocated by the engineer as repairs is assessed against all property benefitted by the entire drainage system and the balance of the cost of the Improvement is assessed against the property benefitted by the Improvement.

Commissioner Christopherson commented that he has trouble supporting the project due to the pond not being supported by DNR. He was disappointed in tardiness of letter, but it has been an unprecedented year. Christopherson also believes the cost to benefit ratio is questionable with all expenses being assessed to everyone on the system.

Kurt Deter confirmed that the project was properly petitioned and the information shows that benefit outweighs the cost with or without the grant funds.

Krause moved and Harguth seconded to proceed with establishment of the improvement with the Order to contain language to continue to pursue grant funding for the pond and to include residual damages to Marvin & Kathleen Guse. Motion carried 4-1 by the following roll call: Christopherson–no; Harguth–yes; Nelson–yes; Krause–yes; Malterer–yes.

Kurt Deter outlined the next steps for the process. The 30-day appeal period begins when the Order is signed by the Board Chair and filed with the Auditor-Treasurer, Tammy Spooner. Bids will be taken in the spring. Construction will take place in 2021 and will be completed by year end.

Nelson moved and Krause seconded to adjourn the Public Hearing. Motion carried unanimously.

Alan Forsberg, Interim County Engineer, presented information on a Local Road Improvement Program. Freedom Township has requested Waseca County be the sponsor for the grant funding and act as their fiscal agent. Christopherson moved and Harguth seconded to adopt Resolution #2021-9 in support of the sponsorship. Motion carried unanimously.

RESOLUTION #2021-9
Resolution of Sponsorship from Waseca County

WHEREAS, Freedom Township has a population under 5,000; and

WHEREAS, Freedom Township would like to submit a project for Local Road Improvement Program Funds; and

WHEREAS, Freedom Township has requested Waseca County be the sponsoring agency;

NOW THEREFORE BE IT RESOLVED, that Waseca County, Minnesota agrees to act as sponsoring agency for a Local Road Improvement Program Project identified 270th Ave between CSAH 3 and Trunk Highway 83 Improvements Project and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations;

BE IT FURTHER RESOLVED, that the Waseca County Highway Engineer is hereby authorized to act as agent on behalf of this applicant.

Alan Forsberg, Interim County Engineer, presented information on a Local Road Improvement Program. Woodville Township has requested Waseca County be the sponsor for the grant funding and act as their fiscal agent. Nelson moved and Christopherson seconded to adopt Resolution #2021-10 in support of the sponsorship, with correction to the street names. Motion carried unanimously.

RESOLUTION #2021-10
Resolution of Sponsorship from Waseca County

WHEREAS, Woodville Township has a population under 5,000; and

WHEREAS, Woodville Township would like to submit a project for Local Road Improvement Program Funds; and

WHEREAS, Woodville Township has requested Waseca County be the sponsoring agency;

NOW THEREFORE BE IT RESOLVED, that Waseca County, Minnesota agrees to act as sponsoring agency for a Local Road Improvement Program Project identified as 139th St and 345th Ave between 8th Ave SE and CSAH 5 Improvements Project and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations;

BE IT FURTHER RESOLVED, that the Waseca County Highway Engineer is hereby authorized to act as agent on behalf of this applicant.

Alan Forsberg, Interim County Engineer, requested to enter into a Cooperative Agreement with Steele County for shoulder pavement on CSAH 14. The cost to Waseca County is \$426,000.00. Harguth moved and Christopherson seconded to adopt Resolution 2021-11 and to authorize the Board Chair and County Administrator to sign the agreement. Motion carried unanimously.

RESOLUTION 2021-11
CSAH 14 COOPERATIVE SHOULDER PROJECT WITH STEELE COUNTY

Whereas, paving shoulders on Steele County CSAH 2 and Waseca County 14 from Owatonna to Waseca was recommended by a State Safety Study and could most efficiently be accomplished by a single construction contract, and

Whereas Federal Safety Improvement Project, HSIP, funds are available to supplement CSAH funds, and

Whereas, Steele County and Waseca County could accomplish as a cooperative project with Steele County the lead agency,

Now therefore resolved, the Board Chair and Administrator are authorized to sign the Cooperative Construction Agreement.

Alan Forsberg, Interim County Engineer, requested to enter into an Agreement with MnDOT for rural lighting projects on CSAH 14. Forsberg recommended moving forward with the agreement, which is a safety improvement. Nelson moved and Harguth seconded to adopt Resolution #2021-12 to approve the agreement. Motion carried unanimously.

**WASECA COUNTY
RESOLUTION 2021-12**

IT IS RESOLVED that Waseca County enter into MnDOT Agreement No. 1037025 with the State of Minnesota, Department of Transportation for the following purposes:

To provide ownership, operation, and maintenance of Lighting Systems on Trunk Highway (T.H.) No. 14 at County State Aid Highway (C.S.A.H.) No. 17 and on T.H. No. 13 at C.S.A.H. No. 7 and No. 5. The contract construction is to be performed under State Project No. 8827-340 (T.H. 999).

IT IS FURTHER RESOLVED that the Board Chair and County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Alan Forsberg, Interim Engineer requested internal fund transfers, which were approved as follows.

Christopherson moved and Krause seconded to transfer \$148,376.01 from 13-340-6670 (2020 Vehicle Improvement) to 13-000-2851 (Equipment Assigned Fund). Motion carried unanimously.

Krause moved and Christopherson seconded to transfer \$170,994.00 from 13-000-2850 (Assigned Building Improvement Fund) to 13-340-6611 (2020 Building Improvement) to pay for building improvements that were made during 2020. Motion carried unanimously.

Harguth moved and Nelson seconded to transfer \$857,534.58 from 13-349-5015 (Local Option Sales Tax) to 13-000-2852 (Assigned Fund - Local Option Sales Tax). Motion carried unanimously.

Nelson moved and Christopherson seconded to transfer \$604,398.19 from 13.000.2852 (Assigned Fund - Local Option Sales Tax) to 13-320-6280 (County Construction) for payments made to RAW Construction for work being completed on County Project 81-2004. Motion carried unanimously.

Christopherson moved and Harguth seconded to transfer \$1,893,967.20 from 13-349-5018 (Wheelage Tax) to 13-000-2881 (Assigned Fund – Wheelage Tax). Motion carried unanimously.

Nelson moved and Christopherson seconded to transfer \$538,879.00 from 13-320-6280 (County Construction) to 13-000-2819 (Assigned Fund – Infrastructure) Motion carried unanimously.

Michael Johnson, Administrator, provided an update of ongoing items.

Having no further county board business, Harguth moved and Nelson seconded the motion to adjourn the meeting. Motion carried unanimously and meeting adjourned at 12:47 p.m.

DeAnne Malterer, Chairperson
Waseca County Board of Commissioners

ATTEST:

Tamara J. Spooner, Clerk
Waseca County Auditor/Treasurer

The following bills were audited and allowed:

A.U.A.E.S INC	1,000.00
AHLMANS	1,000.00
ALTERNATIVE RESOLUTIONS INC	1,552.50
ALVIN GRAMS	155.00
AMAZON CAPITAL SERVICES	118.81
APG MEDIA OF SOUTHERN MN LLC	460.08
APH STORES, INC.	515.57
BAKER TILLY LLP	3,000.00
BLUE EARTH CO FINANCE DEPT	150.00
BLUE EARTH CO HUMAN SERVICES	1,186.50
BOB BARKER COMPANY INC	479.46
BOCKS SERVICE INC	438.00
BOSS SUPPLY OF JANESVILLE INC	26.11
BRITTON PLUMBING & HEATING LLC	585.20
BUDACH IMPLEMENT INC	105.12
CDW GOVERNMENT INC	786.33
CHRISTENSEN TIRE & AUTO REPAIR	1,786.40
COLE PAPERS INC	351.96
COMMUNITY COMPLIANCE MONITORING	84.00
CONNORS PLUMBING & HTG INC	277.00
CONSOLIDATED COMMUNICATIONS OF MN CO	1,460.05
CONTROL SOLUTIONS INC	58.00
CRYSTEEL TRUCK EQUIPMENT	1,861.92
DAVID M BLASING	551.53
DAVID R BORCHARDT	130.00

DEANNE MALTERER	15.29
DELANE NELSON ELECTRIC LLC	143.70
DEML FORD INC	2,028.68
DUANE RATHMANN	81.12
EMERGENCY AUTOMOTIVE TECH, INC	43,327.40
EXPRESS CARE INC	42.21
FIRST NATIONAL BANK 6946	436.88
FIRST NATIONAL BANK 3975	165.00
FIRST NATIONAL BANK OMAHA 7265	499.22
FIRST NATIONAL BANK 5529	10.00
FIRST NATIONAL BANK 8194	32.92
FIRST NATIONAL BANK OMAHA	275.00
FIRST NATIONAL BANK OMAHA 9296	1,739.45
FIRST NATIONAL BANK OMAHA 0710	78.00
FIRST NATIONAL BANK OMAHA 1325	230.00
FIRST NATIONAL BANK OMAHA 2173	1,088.29
FIRST NATIONAL BANK OMAHA 4404	892.40
FIRST NATIONAL BANK OMAHA 4986	77.81
FIRST NATIONAL BANK OMAHA 5215	6.60
FIRST NATIONAL BANK OMAHA 5348	448.77
FIRST NATIONAL BANK OMAHA 5640	239.70
FIRST NATIONAL BANK OMAHA 6072	2,030.56
FIRST NATIONAL BANK OMAHA 6742	4.66
FIRST NATIONAL BANK OMAHA 6755	60.44
FIRST NATIONAL BANK OMAHA 6908	72.28
FIRST NATIONAL BANK OMAHA 8006	23.45
FIRST NATIONAL BANK OMAHA 8263	198.48
FIRST NATIONAL BANK OMAHA 8264	753.97
FLEET PRIDE	30.90
FREEBORN CO AUDITOR-TREASURER	3,994.26
FRONTIER PRECISION INC	3,060.65
INNOVATIVE OFFICE SOLUTIONS LLC	420.86
JAGUAR COMMUNICATIONS	250.00
JOEL D EATON	250.00
JUSTIN MICHAEL MILLER	300.00
LEON SCHOENROCK	95.68
MAAO REGION 1	75.00
MARCO BUSINESS PRODUCTS INC	875.00
MARK LEIFERMAN	35.48
MARK SOMMERS	90.42
MATHESON	470.00
MEI TOTAL ELEVATOR SOLUTIONS	430.55
MICHELLE HYATT	33.00

MIDWEST MONITORING & SURVEILLANCE	2,322.36
MN COUNTIES INTERGOVERNMENTAL TR	3,211.00
MONROE TOWMASTER LLC	647.67
NAPA AUTO PARTS MPEC	14.69
NATIONAL 4-H COUNCIL	241.43
NCH CORPORATION	270.04
NEW RICHLAND FARM & HOME SUPPLY	7.49
NEW RICHLAND SPORTSMAN CLUB	300.00
NEWRICH FOODS	11.98
NORTH MEMORIAL AMBULANCE	1,819.50
NOW MICRO	531.68
NUSS TRUCK GROUP INC	425.19
POSTER COMPLIANCE CENTER	364.81
REG 1 SE MN HOMELAND SEC EM MGMT	1,000.00
REGENTS OF UNIVERSITY OF MN	150.00
RELIANCE TELEPHONE INC	250.00
RICE SWCD	2,000.00
RICHARD POSSIN	96.24
RIVER BEND BUSINESS PRODUCTS	559.69
RODNEY BORN	82.80
RONCO ENGINEERING SALES INC	134.96
RUSSELL J FREDERICK	83.47
SAFETY KLEEN SYSTEMS INC.	300.79
SPORTSMAN STOP	37.63
STEELE CO TREASURER	30,401.99
STEPHANIE ROEMHILDT	167.50
THE RETROFIT COMPANIES	351.67
THE SHOP LLC	95.00
THOMPSON SANITATION	11,066.65
THOMSON WEST	496.96
TREVOR L BROVOLD	1,250.00
TYLER TECHNOLOGIES, INC	640.00
US VENTURE INC	1,191.92
VOIANCE LANGUAGE SERVICES LLC	18.63
WASECA ABSTRACT COMPANY	85.00
WASECA CO SOIL & WATER	1,232.97
WASECA COUNTY NEWS	63.25
WASECA HARDWARE LLC	72.90
WASECA, CITY OF	8,756.34
WATCHGUARD VIDEO	162.00
WENZEL AUTO ELECTRIC CO	259.00
WORLD FUEL SERVICES INC	6,809.33
WRIGHT & ASSOCIATES LLC	2,588.04

ZAHL EQUIPMENT SERVICE INC	528.00
ZIEGLER INC	6,824.17

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Waseca, MN
Vendor Warrant List Report

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DATE: 03/02/2021 CHECK RUN: C030221 AMOUNT: \$ 69,443.95

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 | Waseca, MN
 | DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

Cash

CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
3653 A.H. HERMEL COMPANY	1 25257000 6807	00000		EFT	02/24/2021	862546	
		JailCntn		JailCanMis		219.24	
		Invoice Net				219.24	
				CHECK TOTAL		219.24	
3653 A.H. HERMEL COMPANY	1 25257000 6807	00000		EFT	02/24/2021	861675	
		JailCntn		JailCanMis		291.87	
		Invoice Net				291.87	
				CHECK TOTAL		291.87	
4035 ADVANCED CORRECTIONAL	1 01201217 6268	00000		EFT	02/24/2021	103439	
		ShrfBrdPrs		Medical		-351.07	
		Invoice Net				-351.07	
4035 ADVANCED CORRECTIONAL	1 01201217 6268	00000		EFT	02/24/2021	104152	
		ShrfBrdPrs		Medical		3,470.77	
		Invoice Net				3,470.77	
				CHECK TOTAL		3,119.70	
2455 ASSOC OF MN COUNTIES	1 01451451 6241	00000		INV	02/24/2021	57941	
	2 01061061 6241	PHNrsng		CnfTrngRgD		129.00	
		ITTechnlgy		CnfTrngRgD		129.00	
		Invoice Net				258.00	
				CHECK TOTAL		258.00	
8315 AVENU ENTERPRISE SOLUT	1 01061061 6262	00000		INV	02/24/2021	INVB-022125	
		ITTechnlgy		SftwrSpprt		720.00	
		Invoice Net				720.00	
				CHECK TOTAL		720.00	
2366 BOMGAARS SUPPLY	1 13330000 6503	00000		INV	02/24/2021	081-007-9 2/16/21	
	2 13340000 6564	HwyMntnc		TrffcSgns		9.48	
	3 13340000 6590	HwyEqMt/Sh		MchVehPrts		144.41	
		HwyEqMt/Sh		TlsShpMat		189.47	
		Invoice Net				343.36	
				CHECK TOTAL		343.36	
388 BOSS SUPPLY OF JANESVI	1 13340000 6564	00000		INV	02/24/2021	30494	
		HwyEqMt/Sh		MchVehPrts		221.45	
		Invoice Net				221.45	
				CHECK TOTAL		221.45	
4624 CDW GOVERNMENT INC	1 01061061 6401	00000		INV	02/24/2021	7830541	
		ITTechnlgy		OffcSuppls		307.31	
		Invoice Net				307.31	
				CHECK TOTAL		307.31	
3477 COLE PAPERS INC		00000		INV	02/24/2021	9948061	

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 | Waseca, MN
 | DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C030221 03/02/2021 DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 01117000 6410			HSPHBldgMt	CstBldgSpp	306.00	
				Invoice Net		306.00	
3477	COLE PAPERS INC	00000		INV	02/24/2021	9945019	
	1 01117000 6410			HSPHBldgMt	CstBldgSpp	41.00	
				Invoice Net		41.00	
				CHECK TOTAL		347.00	
7775	CONSOLIDATED COMMUNICA	00000		EFT	02/24/2021	5070527447 2/15/21	
	1 13340000 6201			HwyEqMt/Sh	CelTelPhn	69.70	
				Invoice Net		69.70	
				CHECK TOTAL		69.70	
5818	CPS TECHNOLOGY SOLUTIO	00000		EFT	02/24/2021	379910	
	1 01061061 6310			ITTechnlgy	EqRepMtc	98.00	
				Invoice Net		98.00	
				CHECK TOTAL		98.00	
37	DIGGER ENTERPRISES LLP	00000		INV	02/24/2021	595	
	1 41610000 6270			Ditch	Repairs	17,510.00	
				Invoice Net		17,510.00	
				CHECK TOTAL		17,510.00	
1007	EMERGENCY AUTOMOTIVE T	00000		INV	02/24/2021	MP012821-57	
	1 01201201 6670			GenSheriff	Vehicles	1,589.59	
				Invoice Net		1,589.59	
1007	EMERGENCY AUTOMOTIVE T	00000		INV	02/24/2021	AW010821-2	
	1 01201201 6670			GenSheriff	Vehicles	498.00	
				Invoice Net		498.00	
1007	EMERGENCY AUTOMOTIVE T	00000		INV	02/24/2021	AW010821-1	
	1 01201201 6670			GenSheriff	Vehicles	1,104.32	
				Invoice Net		1,104.32	
				CHECK TOTAL		3,191.91	
4250	GS DIRECT INC	00000		INV	02/24/2021	360755	
	1 13320000 6501			HwyEng/Con	EngSurSppl	462.73	
				Invoice Net		462.73	
4250	GS DIRECT INC	00000		INV	02/24/2021	360853	
	1 13320000 6501			HwyEng/Con	EngSurSppl	77.58	
				Invoice Net		77.58	
				CHECK TOTAL		540.31	
4964	H&H EXCAVATING INC	00000		INV	02/24/2021	2/27/21 STMNT	
	1 01062000 6260			CenSvcs	ProTechSvc	6,330.00	
				Invoice Net		6,330.00	
4964	H&H EXCAVATING INC	00000		INV	02/24/2021	2/17/21 STMNT 2	
	1 19391000 6602			TransStatn	GrndsImp	1,450.00	
				Invoice Net		1,450.00	

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Waseca, MN

| DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
4964	H&H EXCAVATING INC 1 19391000 6602	00000		INV	02/24/2021	2/17/21 STMT 3 16,000.00 16,000.00 CHECK TOTAL	23,780.00
		TransStatn Invoice Net		GrndsImp			
4833	HAWK ALARM SYSTEMS INC 1 01117000 6310	00000		INV	02/24/2021	38028 499.50 499.50 CHECK TOTAL	499.50
		HSPHBldgMt Invoice Net		EqRepMtc			
235	INNOVATIVE OFFICE SOLU 1 01041000 6401	00000		INV	02/24/2021	IN3237473 59.16 59.16	
		Aud-Treas Invoice Net		OffcSuppls			
235	INNOVATIVE OFFICE SOLU 1 01041000 6401	00000		INV	02/24/2021	IN3237474 59.16 59.16	
		Aud-Treas Invoice Net		OffcSuppls			
235	INNOVATIVE OFFICE SOLU 1 25259000 6401	00000		INV	02/24/2021	IN3254680 19.00 19.00	
		PermtCrry Invoice Net		OffcSuppls			
235	INNOVATIVE OFFICE SOLU 1 01451456 6401	00000		INV	02/24/2021	IN3253301 41.26 41.26	
		EBFHVHFA Invoice Net		OffcSuppls			
235	INNOVATIVE OFFICE SOLU 1 25259000 6401	00000		INV	02/24/2021	IN3263703 9.52 9.52	
		PermtCrry Invoice Net		OffcSuppls			
235	INNOVATIVE OFFICE SOLU 1 01061061 6201	00000		INV	02/24/2021	IN3263307 105.64 105.64	
		ITTechnlgy Invoice Net		CelTelPhn			
235	INNOVATIVE OFFICE SOLU 1 01061061 6201	00000		INV	02/24/2021	IN3253273 3.78 3.78	
		ITTechnlgy Invoice Net		CelTelPhn			
235	INNOVATIVE OFFICE SOLU 1 13310000 6401	00000		INV	02/24/2021	IN3257382 50.27 50.27	
		HwyAdmin Invoice Net		OffcSuppls			
						CHECK TOTAL	347.79
168	INTEREUM 1 13310000 6401	00000		INV	02/24/2021	176811 854.88 854.88	
		HwyAdmin Invoice Net		OffcSuppls			
						CHECK TOTAL	854.88
3028	INTERNET CONNECTIONS 1 01281000 6260	00000		INV	02/24/2021	177982 1,800.00 1,800.00	
		EmrgyMgmt Invoice Net		ProTechSvc			
						CHECK TOTAL	1,800.00
301	JANESVILLE HARDWARE LL	00000		INV	02/24/2021	12937	

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 13340000 6590			HwyEqMt/Sh Invoice Net	TlsShpMat	121.24 121.24 CHECK TOTAL	121.24
4328 JEAN STEFFENS	1 01042000 6401	00000		INV 02/24/2021 LicBureau Invoice Net	OffcSuppls	2/12/21 STMT 30.00 30.00 CHECK TOTAL	30.00
2670 JOBS PLUS INC	1 01111000 6260	00000		EFT 02/24/2021 CHBldgMtc Invoice Net	ProTechSvc	1/29/21 STMT 207.76 207.76 CHECK TOTAL	207.76
1237 MIDWEST MOTOR SUPPLY C	1 13340000 6562	00000		INV 02/24/2021 HwyEqMt/Sh Invoice Net	OthAutoSup	8602496 439.77 439.77 CHECK TOTAL	439.77
2336 LOFFLER	1 01062000 6341	00001		INV 02/24/2021 CenSvcs Invoice Net	CopierMain	3647508 435.29 435.29 CHECK TOTAL	435.29
4591 MATHESON	1 13340000 6590	00001		INV 02/24/2021 HwyEqMt/Sh Invoice Net	TlsShpMat	23036386 116.40 116.40 CHECK TOTAL	116.40
4896 MINNESOTA TRUCK & EQUI	1 13340000 6310 2 13340000 6564	00000		INV 02/24/2021 HwyEqMt/Sh HwyEqMt/Sh Invoice Net	EqRepMtc MchVehPrts	2762 600.00 20.00 620.00 CHECK TOTAL	620.00
6103 MN ASSOC OF CO FEEDLOT	1 01107000 6241	00000		INV 02/24/2021 P&Z Invoice Net	CnfTrngRgD	2021 DUES 125.00 125.00 CHECK TOTAL	125.00
2017 MN COUNTIES COMPUTER C	1 01063000 6401	00000		EFT 02/24/2021 Electns Invoice Net	OffcSuppls	2102039 3,867.50 3,867.50 CHECK TOTAL	3,867.50
169 MN SHERIFFS ASSOC	1 01201214 6339	00000		INV 02/24/2021 ShrfTrng Invoice Net	RegCsts	228340 300.00 300.00	

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	300.00
268 MN.IT SERVICES		00000		INV	02/24/2021	DV21010413	
1 01061061 6260		ITTechnlgy		ProTechSvc		1,300.00	
		Invoice Net				1,300.00	
						CHECK TOTAL	1,300.00
2797 NAPA AUTO PARTS MPEC		00000		INV	02/24/2021	299568	
1 01119000 6564		Fleet		VehPrts		12.46	
		Invoice Net				12.46	
2797 NAPA AUTO PARTS MPEC		00000		INV	02/24/2021	33090 1/21 STMNT	
1 13340000 6564		HwyEqMt/Sh		MchVehPrts		246.64	
2 13340000 6590		HwyEqMt/Sh		TlsShpMat		244.92	
		Invoice Net				491.56	
						CHECK TOTAL	504.02
8386 NO WAIT INSIDE LLC		00001		INV	02/24/2021	1394	
1 01061061 6262		ITTechnlgy		SftwrSpprt		29.00	
		Invoice Net				29.00	
						CHECK TOTAL	29.00
8445 NOW MICRO		00000		INV	02/24/2021	IV518615	
1 01061061 6480		ITTechnlgy		NonCapInv		318.68	
		Invoice Net				318.68	
						CHECK TOTAL	318.68
3415 POWERPLAN INC		00000		INV	02/24/2021	P9345504	
1 13340000 6564		HwyEqMt/Sh		MchVehPrts		66.15	
		Invoice Net				66.15	
3415 POWERPLAN INC		00000		INV	02/24/2021	P9347604	
1 13340000 6564		HwyEqMt/Sh		MchVehPrts		8.49	
		Invoice Net				8.49	
3415 POWERPLAN INC		00000		INV	02/24/2021	P9410604	
1 13340000 6564		HwyEqMt/Sh		MchVehPrts		125.74	
		Invoice Net				125.74	
						CHECK TOTAL	200.38
4859 RECOVERY TREK LLC		00000		INV	02/24/2021	3901001121	
1 25252103 6213		DrgCrtDWI		DrgTstgSvc		270.00	
		Invoice Net				270.00	
						CHECK TOTAL	270.00
4574 RINKE-NOONAN ATTORNEYS		00000		INV	02/24/2021	323425	
1 41610000 6260		Ditch		ProTechSvc		295.00	
		Invoice Net				295.00	
						CHECK TOTAL	295.00

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 | Waseca, MN
 | DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1934 RIVER BEND BUSINESS PR	1 01062000 6341	00000		INV	02/24/2021	520460	
		CenSvcs		CopierMain		31.25	
		Invoice Net				31.25	
1934 RIVER BEND BUSINESS PR	1 01062000 6341	00000		INV	02/24/2021	520461	
		CenSvcs		CopierMain		37.53	
		Invoice Net				37.53	
1934 RIVER BEND BUSINESS PR	1 01062000 6341	00000		INV	02/24/2021	520465	
		CenSvcs		CopierMain		57.81	
		Invoice Net				57.81	
1934 RIVER BEND BUSINESS PR	1 01062000 6341	00000		INV	02/24/2021	520464	
		CenSvcs		CopierMain		193.79	
		Invoice Net				193.79	
				CHECK TOTAL			320.38
2380 MJB HANSEN FAMILY LP	1 01062000 6341	00000		INV	02/24/2021	102426	
		CenSvcs		CopierMain		1,219.78	
		Invoice Net				1,219.78	
				CHECK TOTAL			1,219.78
8316 RIVER VALLEY FORENSIC	1 01211000 6260	00000		INV	02/24/2021	1395	
		Coroner		ProTechSvc		250.00	
		Invoice Net				250.00	
				CHECK TOTAL			250.00
1629 RS EDEN	1 01252000 6412	00000		INV	02/24/2021	64385	
		CrtSvcs		UATstng		68.55	
		Invoice Net				68.55	
				CHECK TOTAL			68.55
138 RUSSELL GUSE	1 01062000 6260	00000		INV	02/24/2021	2/22/21 STMT	
	2 01062000 6260	CenSvcs		ProTechSvc		82.76	
		CenSvcs		ProTechSvc		120.00	
		Invoice Net				202.76	
				CHECK TOTAL			202.76
1299 SAFETY KLEEN SYSTEMS I	1 13340000 6260	00000		INV	02/24/2021	85441754	
		HwyEqMt/Sh		ProTechSvc		1,694.00	
		Invoice Net				1,694.00	
				CHECK TOTAL			1,694.00
2587 RWV SIGNS INC	1 01201201 6670	00000		INV	02/24/2021	21087	
		GenSheriff		Vehicles		975.00	
		Invoice Net				975.00	
				CHECK TOTAL			975.00
17 STOP STICK LTD	1 01201201 6670	00000		INV	02/24/2021	0019714-IN	
		GenSheriff		Vehicles		967.00	
		Invoice Net				967.00	

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	967.00
7346	WALMART PYMT PROCESSING	00000		INV	02/24/2021	1100 2/16/21	
1	13310000 6401	HwyAdmin		OffcSuppls		46.42	
		Invoice Net				46.42	
						CHECK TOTAL	46.42
65	INVOICES			CHECK RUN TOTAL		69,443.95	69,443.95
				CASH ACCOUNT BALANCE		9,810,704.47	

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| Waseca, MN
| CHECK RUN SUMMARY

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CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6401-	Office Supplies	118.32	2,181.14
01	01042000	License Bureau	01-042-010-000-0000-0000-6401-	Office Supplies	30.00	-457.18
01	01061061	IT Technology	01-061-010-061-0000-0000-6201-	Cell/Telephone	109.42	91.58
01	01061061	IT Technology	01-061-010-061-0000-0000-6241-	Conference/Trainig/Reg	129.00	511.00
01	01061061	IT Technology	01-061-010-061-0000-0000-6260-	Prof & Tech Services	1,300.00	-6,659.97
01	01061061	IT Technology	01-061-010-061-0000-0000-6262-	Software Support	749.00	42,162.43
01	01061061	IT Technology	01-061-010-061-0000-0000-6310-	Equipment Repairs/Main	98.00	-1,266.00
01	01061061	IT Technology	01-061-010-061-0000-0000-6401-	Office Supplies	307.31	-3,742.69
01	01061061	IT Technology	01-061-010-061-0000-0000-6480-	Non-Capitalized Invent	318.68	-10,207.87
01	01062000	Central Services	01-062-010-000-0000-0000-6260-	Prof & Tech Services	6,532.76	2,447.18
01	01062000	Central Services	01-062-010-000-0000-0000-6341-	Copier Maintenance	1,975.45	-10,230.54
01	01063000	Elections	01-063-010-000-0000-0000-6401-	Office Supplies	3,867.50	-12,020.69
01	01107000	Planning and Zonin	01-107-010-000-0000-0000-6241-	Conference/Trainig/Reg	125.00	3,562.76
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6260-	Prof & Tech Services	207.76	469.97
01	01117000	Hman Svcs/Pub Hlth	01-117-050-000-0000-0000-6310-	Equipment Repairs/Main	499.50	119.15
01	01117000	Hman Svcs/Pub Hlth	01-117-050-000-0000-0000-6410-	Custodial/Building Sup	347.00	-3,381.51
01	01119000	Fleet	01-119-010-000-0000-0000-6564-	Vehicle Parts	12.46	885.84
01	01201201	General Sheriff	01-201-020-201-0000-0000-6670-	Vehicles	5,133.91	-256,453.90
01	01201214	Sheriff Training	01-201-020-214-0000-0000-6339-	Registration Costs	300.00	14,016.45
01	01201217	Sheriff Board of P	01-201-020-217-0000-0000-6268-	Medical Costs	3,119.70	7,531.19
01	01211000	Coroner	01-211-020-000-0000-0000-6260-	Prof & Tech Services	250.00	-2,947.75
01	01252000	Court Services	01-252-020-000-0000-0000-6412-	UA Testing	68.55	574.05
01	01281000	Emergency Manageme	01-281-020-000-0000-0000-6260-	Prof & Tech Services	1,800.00	400.00
01	01451451	Public Health Nurs	01-451-050-451-0000-0000-6241-	Conference/Trainig/Reg	129.00	-1,323.00
01	01451456	EBFHV-HFA	01-451-050-456-0000-0000-6401-	Office Supplies	41.26	2,726.35
				FUND TOTAL	27,569.58	
CASH ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
13	13310000	Highway Administra	13-310-030-000-0000-0000-6401-	Office Supplies	951.57	542.41
13	13320000	Hwy Engineering/Co	13-320-030-000-0000-0000-6501-	Engineering/Surveying	540.31	2,137.65
13	13330000	Highway Maintenanc	13-330-030-000-0000-0000-6503-	Traffic Signs	9.48	-3,492.51
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6201-	Cell/Telephone	69.70	-1,124.98
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6260-	Prof & Tech Services	1,694.00	-5,544.96
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6310-	Equipment Repairs/Main	600.00	4,818.00
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6562-	Other Auto Supplies	439.77	19,342.21
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6564-	Machinery/Vehicle Part	832.88	-3,045.95
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6590-	Tools & Shop Materials	672.03	-4,571.42
				FUND TOTAL	5,809.74	
CASH ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
19	19391000	Transfer Station	19-391-040-000-0000-0000-6602-	Grounds Improvements	17,450.00	-36,671.50
				FUND TOTAL	17,450.00	
CASH ACCOUNT	99000000	1001	BALANCE	9,810,704.47		

02/24/2021 15:19
 5264aschauer

| Waseca, MN
 | CHECK RUN SUMMARY

| P 10
 | apwarnt

CHECK RUN: C030221 03/02/2021

DUE DATE: 02/24/2021

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
25	25252103 Drug Court DWI Tra	25-252-020-103-0000-0000-6213- Drug Testing Services	270.00 5,894.31
25	25257000 Jail Canteen	25-257-020-000-0000-0000-6807- Jail Canteen Miscellan	511.11 1,775.06
25	25259000 Permit To Carry	25-259-020-000-0000-0000-6401- Office Supplies	28.52 -5,388.04
		FUND TOTAL	809.63
CASH ACCOUNT 99000000 1001	BALANCE	9,810,704.47	
41	41610000 Ditch	41-610-090-000-0000-0000-6260- Prof & Tech Services	295.00 -61,387.50
41	41610000 Ditch	41-610-090-000-0000-0000-6270- Repairs	17,510.00 99,126.81
		FUND TOTAL	17,805.00
CASH ACCOUNT 99000000 1001	BALANCE	9,810,704.47	
=====			
		CHECK RUN SUMMARY TOTAL	69,443.95
=====			
		GRAND TOTAL	69,443.95
=====			

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



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

Approve Agreement with The Howard E. Nyhart Company

Meeting Date:	March 2, 2021	Fiscal/FTE Impact:
Item Type:	☒ Consent ☐ Action	☐ None
Department:	Auditor-Treasurer	☒ Current budget
Contact:	Tammy Spooner	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0616	☐ Other
Prepared by:	Tammy Spooner	☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Waseca County is required to do Actuarial Valuation Reporting in regard to the present values of retirement benefits. The Howard E. Nyhart Company Inc. has been providing these services for us.

SUMMARY

Today I am requesting authorization to enter into and sign the service agreement for actuarial services for the fiscal years 2020, 2021 and 2022. The fees are \$5,000.00 for a 2020 Full Update; \$2,100.00 for 2021 Interim Update; and \$5,000.00 for 2022 Full Update, with the total fees being \$12,100.00 over the duration of the contract.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners approve the contract and authorize the County Auditor-Treasurer to sign the Service Agreement.

EXPLANATION OF FISCAL/FTE IMPACTS

Supporting Documents:

Attachment A: Service Agreement

Attachment B:

Previous Board Action(s):

Resolution #

RESOLUTION #

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	Waseca County
Primary Contact Name:	Tammy Spooner
Primary Contact Address:	307 N. State Street
	Waseca, MN 56093
Primary Contact Phone:	(507) 835-0616
Primary Contact Fax:	(507) 835-0633
Primary Contact Email:	Tammy.spooner@co.waseca.mn.us

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending December 31, 2020, Nyhart will provide the following actuarial services:

- Data collection (including census data) and analysis
- Preparation of a comprehensive actuarial valuation report
- Disclosures as required by GASB 45 or GASB 75 based on the option selected under Fees section below

For the fiscal year ending December 31, 2021, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

For the fiscal year ending December 31, 2022, Nyhart will provide the following actuarial services:

- Data collection and analysis
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
FYE 12/31/2020 – Full GASB 75 actuarial update	\$5,000
FYE 12/31/2021 – Interim GASB 75 actuarial update	\$2,100
FYE 12/31/2022 – Full GASB 75 actuarial update	\$5,000

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.



The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

Please select the method of delivery of your invoice:

- ☐ I would like my invoice sent electronically to the primary contact's email address.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit provisions and health plan design amendment, and participant contribution policy modification.

Additional services available if requested by Client

In addition to GASB valuation services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer



in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.



Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Waseca County

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____



Waseca County Board of Commissioners Request for Board Action

Aquatic Invasive Species Radio Advertising Space

Meeting Date: March 2, 2021
Item Type: ☒ Consent ☐ Action
Department: Planning and Zoning
Contact: Byron, Haley
Contact Phone: (507) 835-0615
Prepared by: Byron, Haley

Fiscal/FTE Impact:
☐ None
☒ Current budget
☐ New FTE(s) Requested
☐ Other
☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Approve purchase of advertising space on KNXR FM 97.5 Greatest Hits to increase AIS awareness.

SUMMARY

Aquatic invasive species prevention coordinators in Waseca, Le Sueur and Goodhue Counties have been in discussions about pooling resources to purchase ad space on KNXR FM 97.5 Greatest Hits. In-person outreach events will most likely not be possible again this season and investing in ad space this year will help spread the AIS prevention message and show Waseca County's commitment to preventing the spread of AIS.

The ads would run 7 times a day on Friday, Saturday and Sundays from the beginning of May to the end of August. The ads will provide information and tips on how to prevent the spread of AIS in our area and will be produced by the radio station. A sample of the type of radio ads that will air can be requested from the Waseca County Water Resource Specialist. The core age demographic of FM 97.5 is 35-64 and comes in second in the ratings behind a station that does not allow advertising. For age ranges 25-54 the station also comes in a close second. Goodhue and Le Sueur Counties have signed the advertising contract.



RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners approve the purchase of AIS ad space on KNXR - Minnesota 97.5

EXPLANATION OF FISCAL/FTE IMPACTS

\$2,400 from DNR Local Aquatic Invasive Species Prevention Aid Fund



AIS Education Campaign Waseca Contract 2021

KNXR FM 97.5:

- 7 ads each Friday, Saturday, Sunday
- 5a-9p
- 30 seconds
- May, June, July, August 2021

***Ads would have Boating Tips and AIS Education info with each county participating equally mentioned.**

Total cost not to exceed \$2,400 for duration of programming. If additional counties participate, the cost for each county would go down. Require 3 counties of participation to start programming.

***If \$2,400 is not an option over your budget, we can reduce the number of months to 3 months (which would then be \$1,800 for Waseca County) that we run the Programming. Currently we have Le Sueur and Goodhue County as the other participants. We need to 3 counties to move forward with this programming to make a significant impact with frequency over the summer to share this information and educate our listeners.**

Total=\$2,400

KNXR 97.5FM Representative

Advertiser Signature

Date

This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.

1647 16th AVE NW, Suite A • Rochester, MN 55901 • Phone: (507) 285-5697 • Fax: (507) 289-0750

February 24, 2021



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

**Partial Release of Exclusive Agricultural Use Zone Restrictive Covenant;
Gregory T. and Barbara J. Roesler**

Meeting Date:	March 2, 2021	Fiscal/FTE Impact:
Item Type:	☒ Consent ☐ Action	☐ None
Department:	Planning and Zoning Department	☐ Current budget
Contact:	Mark Leiferman, Planning and Zoning Administrator	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0651	☐ Other
Prepared by:	Shelley Hyatt	☒ Amendment Requested

PURPOSE/ACTION REQUESTED

Approval of the Waseca County Amendment to Exclusive Agricultural Use Zone Restrictive Covenant for Gregory T. and Barbara J. Roesler.

SUMMARY

Staff has an amendment that has been requested from an Exclusive Agricultural Use Zone Restrictive Covenant (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)
Gregory T. and Barbara J. Roesler	10.021.0700; 10.021.0705; 10.021.0710	7.79	72.21

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.

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

(Top reserved for recording data)

AMENDMENT OF EXCLUSIVE AGRICULTURAL USE ZONE RESTRICTIVE COVENANT

DATE: March 2, 2021

FOR VALUABLE CONSIDERATION, the real property located in Waseca County, Minnesota, legally described in Exhibit "A" attached hereto, is hereby released from the lien of the EXCLUSIVE AGRICULTURAL USE ZONE RESTRICTIVE COVENANT (Ag Covenant), authorized by Ralph A. Roesler and Wilma M. Roesler, a married couple on the 20th day of May 1988, as Applicants and Waseca County, a political subdivision of the State of Minnesota (Waseca County). The Ag Covenant was recorded on the 27th day of June 1988, as Document Number 177745, in the Office of the Waseca County Recorder of Waseca County, Minnesota. This Amendment of Agricultural Covenant releases the parcel described in Exhibit "A" from the Ag Covenant. The parcel or parcels described in Exhibit "B" are at least 35 acres in size and will remain bound by the Ag Covenant.

The current property owners are Gregory T. Roesler and Barbara J. Roesler, a married couple. This Amendment of Exclusive Agricultural Use Zone Restrictive Covenant releasing the parcel from the Ag Covenant described in Exhibit "A" was authorized by Waseca County on the date first written above.

Waseca County

By: _____

Mark T. Leiferman

Waseca County Planning and Zoning Administrator

State of Minnesota)

) ss.

County of Waseca)

This Amendment of Exclusive Agricultural Use Zone Restrictive Covenant was acknowledged before me on _____, by Mark T. Leiferman, the Planning and Zoning Administrator for Waseca County, Minnesota.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(Month/day/year)

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.

Owner

By: _____
Gregory T. Roesler, married to Barbara J. Roesler

By: _____
Barbara J. Roesler, married to Gregory T. Roesler

State of Minnesota)
) ss.
County of Waseca)

This instrument was acknowledged before me on _____, by _____ a married person.
(Seal, if any)

(Signature of notarial officer)
Title (and Rank): _____
My commission expires: _____
(Month/day/year)

State of Minnesota)
) ss.
County of Waseca)

This instrument was acknowledged before me on _____, by _____, a married person.
(Seal, if any)

(Signature of notarial officer)
Title (and Rank): _____
My commission expires: _____
(Month/day/year)

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

That part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 105 North Range 24 West, Waseca County, Minnesota, described as:

Commencing at an iron pipe monument designating the southwest corner of said Section 21; thence South 89 degrees 41 minutes 28 seconds East, (assumed bearing), along the south line of the Southwest Quarter of said Section 21, a distance of 1772.00 feet to the point of beginning; thence continuing South 89 degrees 41 minutes 28 seconds East, along said south line, 478.00 feet; thence North 00 degrees 18 minutes 32 seconds East, 710.00 feet; thence North 89 degrees 41 minutes 28 seconds West, 478.00 feet; thence South 00 degrees 18 minutes 32 seconds West, 710.00 feet to the point of beginning.

Said parcel contains 7.79 acres, subject to on easement for Township Road purposes over and across the southerly boundary. ALSO subject to any other easements of record.

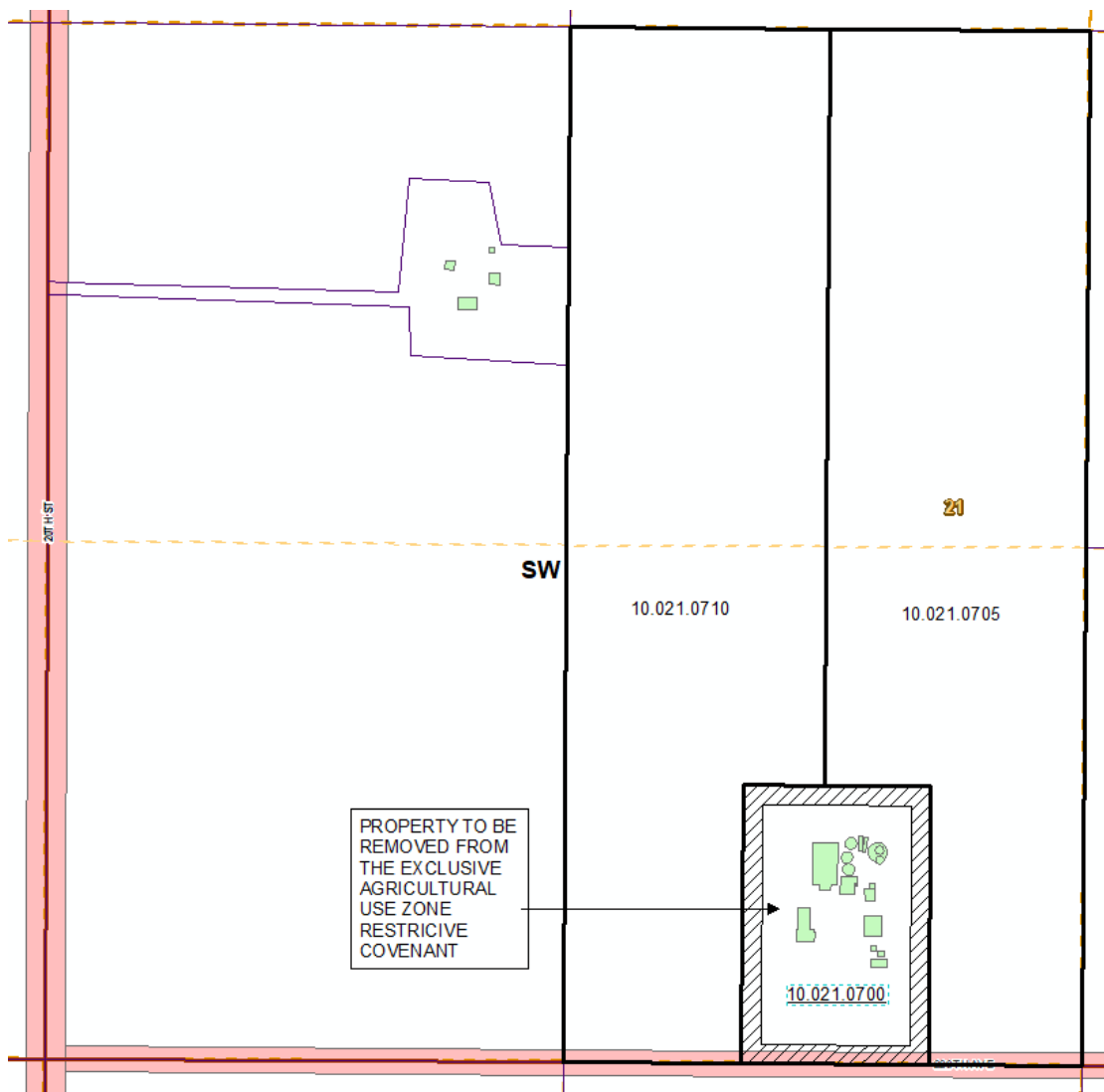


Exhibit "B"

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

PID: 10.021.0710 and 10.021.0705

The East Half (E ½) of the Southwest Quarter (SW ¼) of Section 21, Township 105 North Range 24 West, Waseca County, Minnesota.

Except,

Commencing at an iron pipe monument designating the southwest corner of said Section 21; thence South 89 degrees 41 minutes 28 seconds East, (assumed bearing), along the south line of the Southwest Quarter of said Section 21, a distance of 1772.00 feet to the point of beginning; thence continuing South 89 degrees 41 minutes 28 seconds East, along said south line, 478.00 feet; thence North 00 degrees 18 minutes 32 seconds East, 710.00 feet; thence North 89 degrees 41 minutes 28 seconds West, 478.00 feet; thence South 00 degrees 18 minutes 32 seconds West, 710.00 feet to the point of beginning.



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

Establishing 2021 wage increases for non-union employees

Meeting Date:	January 5, 2021	Fiscal/FTE Impact:	☒ None
Item Type:	☒ Consent ☐ Action	☐ Current budget	
Department:	Human Resources	☐ New FTE(s) Requested	
Contact:	Melissa Sexton, HR Director	☐ Other	
Contact Phone:	507-835-0617	☐ Amendment Requested	
Prepared by:	Melissa Sexton		

PURPOSE/ACTION REQUESTED

Waseca County's practice has generally been to approve general wage adjustments for non-union employees, unclassified employees, appointed positions and department heads each calendar year.

SUMMARY

Human Resources is recommended that the following actions be taken to address wage increases for non-union employees, unclassified employees, appointed positions and department heads.

1. Eligible employees shall receive a 1.5% general wage adjusted within their salary grade, effective at the beginning of the first full pay period following January 1, 2021.
2. Employees' wages will be adjusted by 1.0% within their salary grade, effective at the beginning of the first full pay period in March 2021.
3. In no event may an employee move beyond the max pay of the pay grade.
4. Insure any anniversary date passed in 2021 is retro-active.
5. The 2021 Salary Ranges for the Waseca County Classification and Compensation Plan shall be adjusted by .5% with an adjustment to the spread of the min and max to 30% from 25%, effective January 1, 2021.

RECOMMENDATION

The action requested is to adopt Resolution 2021-17 establishing 2021 wage increases for eligible employees.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2021 Budget does support the anticipated costs for the proposed salary updates.

Supporting Documents:

Attachment A:

Previous Board Action(s):

Resolution #

RESOLUTION #2021-17

WHEREAS, the Board established an intent to maintain a competitive compensation schedule for County employees within the County's Classification and Compensation system; and,

WHEREAS, the compensation adjustments of non-union employees, unclassified employees, appointed positions and department heads for 2021 need to be established; and,

WHEREAS, the Human Resource Director has recommended to the Waseca County Board of Commissioners that the potential salary adjustments of non-union employees, unclassified employees, appointed positions and department heads be increased as described below, except for specific exclusions as are on file in Human Resources:

NOW, THEREFORE, BE IT RESOLVED that effective March 2, 2021, non-union employees, unclassified employees, appointed positions and department heads shall be adjusted as follows: Eligible employees shall receive a 1.5% general wage adjustment within their salary grade, effective at the beginning of the first full pay period following January 1, 2021. Employees' wages will be adjusted by 1.0% within their salary grade, effective at the beginning of the first full pay period in March 2021. In no event may an employee move beyond the max pay of the pay grade; and,

BE IT FURTHER RESOLVED, that the 2021 Salary Ranges for the Waseca County Classification and Compensation Plan shall be adjusted by .5% general increase with an adjustment to the spread of the min and max to 30%, effective January 1, 2021.

Adopted by Waseca County Board of Commissioners this 2nd day of March.

Waseca County Board of Commissioners

By: DeAnne Malterer, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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 of Commissioners
Request for Board Action**

Approve #7000 Waseca County Emergency Response Plan

Meeting Date: January 5, 2021
Item Type: ☒ Consent ☐ Action
Department: Human Resources
Contact: Melissa Sexton, HR Director
Contact Phone: 507-835-0617
Prepared by: Melissa Sexton

Fiscal/FTE Impact:
☒ None
☐ Current budget
☐ New FTE(s) Requested
☐ Other
☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Human Resources is recommending updates and new provisions to the Waseca County Emergency Response plan to promote positive, productive, safe, and effective workplace culture and practices, and to support continued compliance with applicable law and regulations and effective delivery of public services.

SUMMARY

The proposed policies will apply to all staff employees and have been reviewed by the management team. Summary to each of the proposed policies are described below.

#7000 Waseca County Emergency Response plan: The purpose and scope of the Emergency Response Plan (ERP) is to establish a continuing state of readiness for the protection of Waseca County employees and the public in all Waseca County buildings in an event of an emergency situation.

RECOMMENDATION

The action requested is to adopt Resolution 2021-18 approving *#7000 Waseca County Emergency Response Plan*.

EXPLANATION OF FISCAL/FTE IMPACTS

Supporting Documents:

Attachment A: #7000 Waseca County Emergency Response Plan

Previous Board Action(s):

Resolution #

RESOLUTION #2021-18

WHEREAS, the Waseca County Board of Commissioners has authority to establish and revise county personnel policies; and

WHEREAS, this policy recommendation has been reviewed in consultation with the management team, and

WHEREAS, the County Human Resources Department recommends the adoption of the Emergency Response Plan to establish a continuing state of readiness for the protection of Waseca County employees and the public in all Waseca County buildings in an event of an emergency situation;

Therefore, be it resolved, Waseca County shall adopt the following personnel policy effective March 2, 2021:

SECTION: HEALTH, SAFETY & EMERGENCY

1. #7000 Waseca County Emergency Response Plan

Adopted by Waseca County Board of Commissioners this 2nd day of March;

Waseca County Board of Commissioners

By: DeAnne Malterer, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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



DDA

Human Resources, Inc.
a David Drown Associates Company

TO: WASECA COUNTY BOARD
FROM: TESSIA MELVIN, DDA MANAGEMENT CONSULTANT
DATE: FEBRUARY 22, 2021
CC: MICHAEL JOHNSON, COUNTY ADMINISTRATOR AND MELISSA SEXTON, HUMAN RESOURCE DIRECTOR
SUBJECT: CLASSIFICATION OF COUNTY ENGINEER

JOB CLASSIFICATION

A classification plan defines the internal relationship among positions. This relationship is developed based on the evaluation of each position within an organization. For each position within an organization a job description is developed which includes the essential duties of the position or class of positions and the required education and experience needed for the job (training, certification, licensure and level of knowledge, skills and abilities to perform essential duties.

The SAFE system generates numerical values for each position based on defined values associated with (6) skill levels comprised of (16) work characteristics and (9) job factors. Job Factors are evaluated by the following areas:

Factors	Point Brackets
Training and Ability	10-160
Experience	0-125
Level of Work	10-140
Human Relation Skills	0-80
Physical Demands	0-50
Working Conditions and Hazards	0-70
Independence of Action	0-120
Impact of End Results	0-140
Supervision Exercised	0-140

The County Board has agreed to hire DDA to perform an ongoing maintenance contract. A maintenance contract is designed to eliminate the need for a large compensation and classification study every 4 to 6 years. Services include everything to keep a freshly updated compensation perpetually up-to-date and aligned with market conditions. In addition, this maintenance program ensures job descriptions are updated, classifications are done by a consistent unbiased manner and include employee and manager engagement.

BACKGROUND

With the hiring process of the County Engineer, the job description was reviewed and updated, and a market analysis was completed. Under the County's current system, review of the revised job position. I would classify the County Engineer position as a Grade 19.

BOARD ACTION

Per County Policy, the Board, must approve any job classification of more than two grades. We are asking the Board to consider changing the Public Works Director/Highway Engineer grade from 17 to a grade 19.



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

Purchase with Waseca Area Senior Center

Meeting Date:	3/2/21	Fiscal/FTE Impact:	
Item Type:	☐ Consent ☐ Action		☐ None
Department:	Administration		☐ Current budget
Contact:	Michael Johnson		☐ New FTE(s) Requested
Contact Phone:	507-835-0631		☒ Other
Prepared by:	Michael Johnson		☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Approval of purchase agreement with Waseca Area Senior Center.

SUMMARY

Waseca County Staff have been in negotiations with the Waseca Area Senior Center over the last several months for purchase of a portion of their existing facility. This portion is the remainder of the existing East Annex building under County Ownership. In addition to this purchase agreement, an approved purchase would result in a Memorandum of Agreement between both parties, and Affidavit of Identity, a Termination of the Party Wall Agreement and a Quit Claim Deed being filed.

Portions of this proposed space are already being utilized by Waseca Soil and Water Conservation District as well as U of M Extension and 4H offices. Funding for this purchase was reserved out of residual funds from the Coronavirus Relief Funds and would be a non-budgetary expense to the 2021 budget.

The calculation of the purchase price factored in extensive repairs that need to be done to the East Annex Roof as well as the upgrades needed to the outdated HVAC system.

With approval of the purchase agreement, Waseca County Staff plans to close this sale with the Waseca Area Senior Center on March 3, 2021. Waseca County would bear the cost of any closing costs to facilitate this transaction.

RECOMMENDATION

Authorize the purchase of approximately 5,000 square feet of existing East Annex building from the Waseca Area Senior Center.

EXPLANATION OF FISCAL/FTE IMPACTS

This is a non-fiscal impact item as funds are already appropriated.

Supporting Documents:

Attachment A: Purchase Agreement
Attachment B:

Previous Board Action(s):

Resolution #

RESOLUTION #

Resolution Not Needed.

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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

MINNESOTA STANDARD RESIDENTIAL PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on December ____, 2020, by and between Waseca Area Senior Citizen Center, Inc., of Waseca, Minnesota, SELLER; AND Waseca County, of Waseca, Minnesota, BUYER.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as:

See attached.

[Tax Parcel Number 17-128-0010]

Located at 308 N State St., Waseca, City of Waseca, Minnesota.

3. **PERSONAL PROPERTY AND FIXTURES INCLUDED IN SALE.** Personal property is not included unless parties agree in separate writing.

4. **PRICE AND TERMS.** The price for the real and personal property included in this sale is One Hundred Thirteen Thousand Six Hundred Forty-One and 48/100 Dollars (\$113,641.48) which Buyer shall pay as follows:

Earnest money of \$00.00 and 00/100 Dollars (\$00.00) by check payable to sellers to be deposited and held by sellers pending closing, receipt of which is hereby acknowledged, and Seventy One Thousand Two Hundred Fifty One and 48/100 Dollars (\$71,251.48), cash, on or before December 31, 2020, the DATE OF CLOSING. The remaining amount of the purchase price shall be offset by the cost of a roofing project that the parties have agreed to split the cost on. No further money is due from the Seller.

5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title of record, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the real property without effective forfeiture provisions;
- C. Reservation of any minerals rights by the State of Minnesota;
- D. Utility and drainage easements which do not interfere with existing improvements;
- E. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement [*must be specified in writing*]: None.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The subject property is exempt and will continue to be exempt from Real Estate Taxes.

7. **DAMAGES TO REAL PROPERTY.** If the real property is substantially damaged prior to closing, this Purchase Agreement shall terminate and the earnest money shall be refunded to Buyer. If the real property is damaged materially but less than substantially prior to closing, Buyer may rescind this Purchase Agreement by notice to Seller within twenty-one (21) days after Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the real property, and in the event of such rescission, the earnest money shall be refunded to Buyer.

8. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.

Seller warrants that buildings, if any, are entirely within the boundary lines of the real property. Seller warrants that there is a right of access to the real property from a public right of way. Seller warrants that there has been no labor or material furnished to the real property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the real property. These warranties shall survive the delivery of the Deed or Contract for Deed.

9. CONDITION OF PROPERTY. Buyer shall have the right to have inspections of the property conducted prior to closing. Unless required by local ordinance or lending regulations, Seller does not plan to have the property inspected. Other than the representations made in this paragraph 9, the property is being sold "AS IS" with no express or implied representations or warranties by Seller as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose. (This paragraph is not intended to waive or limit any provisions of MINN. STAT., Chapter 327A.)

10. DISCLOSURE OF NOTICES. Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the real property. If the real property is subject to restrictive covenants, Seller has not received any notice from any person as to breach of the covenants. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings.

11. POSSESSION. Seller shall deliver possession of the property not later than the date of closing. All interest, fuel oil, liquid petroleum gas and all charges for water, sewer, electricity and natural gas shall be prorated between the parties as of the date of closing.

12. EXAMINATION OF TITLE. To demonstrate that Seller's title is good and marketable of record, within a reasonable time after acceptance of this Agreement, Seller shall furnish Buyer with an Abstract of Title or a Registered Property Abstract. Buyer shall have ten (10) business days after receipt of the Abstract of Title or Registered Property Abstract either to have Buyer's attorney examine the title and provide Seller with written objections or, at Buyer's own expense, to make an application for a title insurance policy and notify Seller of the application. Buyer shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written objections. Buyer shall be deemed to have waived any title objections not made within the ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above. If Buyer obtains title insurance, Buyer is not waiving the right to obtain a good and marketable title of record from Seller.

13. TITLE CORRECTIONS AND REMEDIES. Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the

original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

- B. If notice is given and Seller proceeds in good faith to make title marketable but the 120 day period expires without title being made marketable, Buyer may declare this Purchase Agreement void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.
- C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 120 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, one or more of the following:
 - 1. Proceed to closing without waiver or merger in the Deed of the objections to title and without waiver of any remedies, and may:
 - (a) Seek damages, costs, and reasonable attorney's fees from Seller as permitted by law (damages under this subparagraph (a) shall be limited to the cost of curing objections to title, and consequential damages are excluded); or,
 - (b) Undertake proceedings to correct the objections to title;
 - 2. Rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and all earnest money paid shall be refunded to Buyer;
 - 3. Damages from Seller together with costs and reasonable attorney's fees, as permitted by law;
 - 4. Specific performance within six months after such right of action arises.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - 1. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
 - 2. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - 1. Seek damages from Seller including costs and reasonable attorney's fees;
 - 2. Seek specific performance within six months after such right of action arises.

14. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1., above and if mailed, are effective as of the date of mailing.

15. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

16. **SELLER'S AFFIDAVIT.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 116-M, 117-M, or 118-M] Affidavit of Seller.

17. **CLOSING.** Closing shall be at the Senior Center which is located at 308 North State

Street, Waseca, MN 56093. At closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

18. **ADDITIONAL TERMS.** This sale shall be subject to the attached Memorandum of Agreement between the parties.

19. **ADDENDA.** Attached are 1 addenda which are made a part of this Agreement.

20. **TIME IS OF THE ESSENCE.** Time is of the essence for all provisions of this Purchase Agreement.

21. **MULTIPLE ORIGINALS.** Seller and Buyer have signed -2- originals of this Purchase Agreement.

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER. Minnesota law permits licensed real estate brokers and sales agents to prepare purchase agreements. No recommendation or representation may be made by any real estate broker or sales agent as to the legal sufficiency, the legal effect, or the tax consequences of this contract. These are questions for your lawyer.

I agree to sell the property for the price and
and conditions set forth above.

SELLERS

BY: Tarin Kuball 1/13/21
Executive Director (Date)
Tarin Kuball

BY: Jerry Kuhn 1-13-2021
Board Chair (Date)
Jerry Kuhn

I agree to buy the property for the terms
And conditions set forth above.

BUYERS

BY: _____
Waseca County Administrator (Date)
Michael Johnson

BY: _____
Waseca County Board Chair (Date)
Doug Christopherson _____

This Purchase Agreement was prepared by:

PATTON, HOVERSTEN & BERG, P.A.
215 East Elm Avenue
P.O. Box 249
Waseca, MN 56093
Phone: 507-835-5240

Abstract of Title

To The Following Described Real Estate Situated In WASECA COUNTY, MINNESOTA

Caption or No. 1

Lot One (1), Auditor's Replat of Lots One (1) and Two (2) and Addition of Lots Eighteen (18), Nineteen (19) and Twenty (20) to Trowbridges Second Addition to the Village, now City, of Waseca, Minnesota, according to the Plat thereof on file and of record in the Office of the Register of Deeds in and for the County of Waseca and State of Minnesota.

NO 2

Registers Office
Faribault, M.T.
Samuel Plumer, Register

to

Jacob K. Myers

Duplicate
Dated July 2, 1857
Filed February 27, 1858 at 11:00 A.M.
Recorded in Book A of Deeds on page 564.
Consideration: Warrant No. 55394.
Description: Land in Waseca County, Minn.,
to-wit: $\frac{1}{2}$ of NW $\frac{1}{4}$, Sec. 17 and the SE $\frac{1}{4}$ of the
NW $\frac{1}{4}$ and Lot 1 of Sec. 18, all in Twp. 107, Range
22 West.

NO 3

United States of America
James Buchanan, President
J.B. Leonard, Secy.
J.N. Granger, Recorder of the
General Land Office (seal)

to

Jacob K. Myers

Bounty Patent
Dated November 1, 1859
Filed October 30, 1860 at 9:00 A.M.
Recorded in Book S of Deeds on page 306.
Consideration: Warrant No. 55394
Description: Land in Waseca County, Minn.,
to-wit: $\frac{1}{2}$ of NW $\frac{1}{4}$, Sec. 17 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and
1 of Sec. 18, all in Twp. 107, Range 22 West.

NO 4

Jacob K. Myers

to

John F. Peterson

Mortgage
Dated June 29, 1870
Filed July 1, 1870 at 1:00 P.M.
Recorded in Book 1 of Mortgages on page 21
Consideration: \$1000.00 for payments.

	KIND OF INSTRUMENT
	Dated
	Filed
	Recorded in Book
	Consideration, \$
	Description The

Jacob A. 73

Dated May 10, 1907
Filed Oct 10, 1907
Recorded in Book 10, 1907
Consideration, \$100.00
Description and of the land in Section 10, Township 10N, Range 10E, 187,



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

**Conditional Use Permit (CUP) Request for
One (1) Megawatt Community Solar Farm – Everson Garden LLC**

Meeting Date:	March 2, 2021	Fiscal/FTE Impact:
Item Type:	☐ Consent ☒ Action	☒ None
Department:	Planning and Zoning Department	☐ Current budget
Contact:	Mark Leiferman, Planning and Zoning Administrator	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0651	☐ Other
Prepared by:	Maame Yorke	☐ Amendment Requested

PURPOSE/ACTION REQUESTED

The Conditional Use Permit (CUP) Request for a One (1) Megawatt Community Solar Farm by Winegar Family Limited Partnership (Owners) and Everson Garden LLC (Lessee).

SUMMARY

On February 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 in Section 11 of St Mary Township – Everson Garden LLC.

Everson Garden LLC, developed by Nokomis Energy LLC request a Conditional Use Permit to construct and operate a 1 Megawatt Community Solar Garden on a portion (approximately 5 acres) of a 76.87 acre parcel (PID: 09.011.0300) owned by Winegar Family Limited Partnership and located in Section 11 T.107N R.23W of St. Mary Township. The property is located in the A-1 Agricultural Protection Zoning District. Two solar project previously permitted and construct; Loon Garden LLC and Novel Winegar Solar LLC are located on the parcel west of the proposed new solar farm. The proposed project, contracted with Xcel energy through their solar rewards community program, will deliver clean, local energy annually to the surrounding community for 25+ years. The CUP was recommended by unanimous vote of the Planning Commission members present.

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 5 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 Winegar Family Limited Partnership. The parcel (PID: 09.011.0300) 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:

https://www.co.waseca.mn.us/AgendaCenter/ViewFile/Agenda/_02042021-508

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. Since the developers are proposing to use an existing gravel road that services solar farm to the west of the proposed site, they may need to seek the appropriate permission from the owners of Loon Garden LLC and Novel Winegar Solar LLC.
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 southerly side of the facility shall be approved by the Waseca County Planning and Zoning Administrator in consultation with the Waseca County Soil and Water Conservation District. The County reserves the right to require screening with landscaping or other materials 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, if require, 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

CONDITIONAL USE PERMIT

WASECA COUNTY

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

Date: February 4, 2021

Property Owners: Winegar Family LTD Partnership
1029 Clear Lake Dr.
Waseca, MN 56093

Project Lessee: Everson Garden, LLC
2639 Nicollet Avenue, Suite 200
Minneapolis, MN 55408

Project Developer: Nokomis Energy LLC

Property Address: 10599 Old US Hwy 14, Waseca, MN 56093

Township Name: St. Mary Township

Parcel Identification No: 09.011.0300

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

Proposed Use of Land: Everson Garden LLC, developed by Nokomis Energy LLC request a Conditional Use Permit to construct and operate a 1 Megawatt Community Solar Garden on a portion (approximately 5 acres) of a 76.87 acre parcel (PID: 09.011.0300) owned by Winegar Family Limited Partnership and located in Section 11 T.107N R.23W of St. Mary Township. The property is located in the A-1 Agricultural Protection Zoning District. Two solar project previously permitted and construct; Loon Garden LLC and Novel Winegar Solar LLC are located on the parcel west of the proposed new solar farm. The proposed project, contracted with Xcel energy through their solar rewards community program, will deliver clean, local energy annually to the surrounding community for 25+ years.

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 February 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. Since the developers are proposing to use an existing gravel road that services solar farm to the west of the proposed site, they may need to seek the appropriate permission from the owners of Loon Garden LLC and Novel Winegar Solar LLC.
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 southerly side of the facility shall be approved by the Waseca County Planning and Zoning Administrator in consultation with the Waseca County Soil and Water Conservation District. The County reserves the right to require screening with landscaping or other materials 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, if require, 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)

PARENT PARCEL DESCRIPTION: (PER AMERICAN LAND TITLE ASSOCIATION COMMITMENT NO. 40852-18-24022, DATED JUNE 30, 2018)

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) LYING NORTH AND EAST OF THE RAILROAD IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH OF RANGE TWENTY-THREE (23) WEST.

EXCEPT: COMMENCING AT A POINT ONE THOUSAND ONE HUNDRED TWENTY (1,120) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE SOUTH ONE HUNDRED (100) FEET; THENCE WEST TWO HUNDRED (200) FEET; THENCE NORTH ONE HUNDRED (100) FEET; THENCE EAST TO THE POINT OF BEGINNING, CONTAINING FORTY-SIX HUNDREDTHS (.46) ACRE, MORE OR LESS. (EXCEPTION 1)

ALSO EXCEPT: COMMENCING AT A POINT FOUR HUNDRED FIFTY-FIVE (455) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4), SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE CONTINUING SOUTH ONE HUNDRED (100) FEET; THENCE WEST TWO HUNDRED FIFTY (250) FEET; THENCE NORTH ONE HUNDRED (100) FEET; THENCE EAST TWO HUNDRED FIFTY (250) FEET TO THE POINT OF BEGINNING, CONTAINING FIFTY-EIGHT HUNDREDTHS (.58) ACRES, MORE OR LESS. (EXCEPTION 2)

ALSO EXCEPT: COMMENCING AT A POINT FIVE HUNDRED FIFTY-FIVE (555) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE SOUTH FIVE HUNDRED SIXTY-FIVE (565) FEET; THENCE WEST THREE HUNDRED FORTY (340) FEET; THENCE NORTH FIVE HUNDRED SIXTY-FIVE (565) FEET; THENCE EAST THREE HUNDRED FORTY (340) FEET TO THE POINT OF BEGINNING, CONTAINING FOUR AND FOUR TENTHS (4.4) ACRES, MORE OR LESS. (EXCEPTION 3)

ALSO EXCEPT: COMMENCING AT THE INTERSECTION THE CENTERLINE OF MINNESOTA HIGHWAY NO. 14 AND THE WEST LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4), SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF FOUR HUNDRED FIFTY (450) FEET; THENCE EAST PERPENDICULAR TO SAID WEST LINE A DISTANCE OF TWO HUNDRED (200) FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE TO THE CENTERLINE OF SAID MINNESOTA HIGHWAY NO. 14; THENCE ALONG SAID CENTERLINE IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING; SUBJECT TO HIGHWAY EASEMENTS OF RECORD AND CONTAINING TWO (2) ACRES, MORE OR LESS; ALL IN THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST. (EXCEPTION 4)

ALSO EXCEPT: COMMENCING AT A POINT ONE THOUSAND TWO HUNDRED TWENTY (1,220) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE SOUTH ONE HUNDRED (100) FEET; THENCE WEST TWO HUNDRED (200) FEET; THENCE NORTH ONE HUNDRED (100) FEET; THENCE EAST TO THE POINT OF BEGINNING, CONTAINING FORTY-SIX HUNDREDTHS (.46) ACRE, MORE OR LESS. (EXCEPTION 5)

ALSO EXCEPT: THAT PART OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), BOTH IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST, SHOWN AS PARCEL 221 ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NUMBERED 81-8 AS THE SAME IS ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR WASECA COUNTY, MINNESOTA; CONTAINING ONE AND THIRTY-NINE HUNDREDTHS (1.39) ACRES, MORE OR LESS. (EXCEPTION 6)

ALSO EXCEPT: COMMENCING AT A POINT FOUR HUNDRED FIFTY-FIVE (455) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE WEST TWO HUNDRED FIFTY (250) FEET; THENCE SOUTH ONE HUNDRED (100) FEET; THENCE WEST NINETY (90) FEET; THENCE NORTH TWO HUNDRED (200) FEET; THENCE EAST THREE HUNDRED FORTY (340) FEET; THENCE SOUTH ONE HUNDRED (100) FEET TO THE POINT OF BEGINNING. (EXCEPTION 7)

AND

ALL OF THE SOUTHEAST QUARTER (SE 1/4) LYING AND BEING NORTH AND EAST OF RAILROAD IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH OF RANGE TWENTY-THREE (23) WEST.

EXCEPT: COMMENCING AT A POINT ONE THOUSAND THREE HUNDRED TWENTY (1,320) FEET SOUTH OF THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE SOUTH ONE HUNDRED (100) FEET; THENCE WEST TWO HUNDRED (200) FEET; THENCE NORTH ONE HUNDRED (100) FEET; THENCE EAST TO THE POINT OF BEGINNING; CONTAINING TWENTY-FIVE HUNDREDTHS (.25) ACRE, MORE OR LESS. (EXCEPTION 8)

ALSO EXCEPT: THAT PART OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), BOTH IN SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED SEVEN (107) NORTH, RANGE TWENTY-THREE (23) WEST, SHOWN AS PARCEL 221 ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NUMBERED 81-8 AS THE SAME IS ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR WASECA COUNTY, MINNESOTA; CONTAINING ONE AND THIRTY-NINE HUNDREDTHS (1.39) ACRES, MORE OR LESS. (EXCEPTION 9)

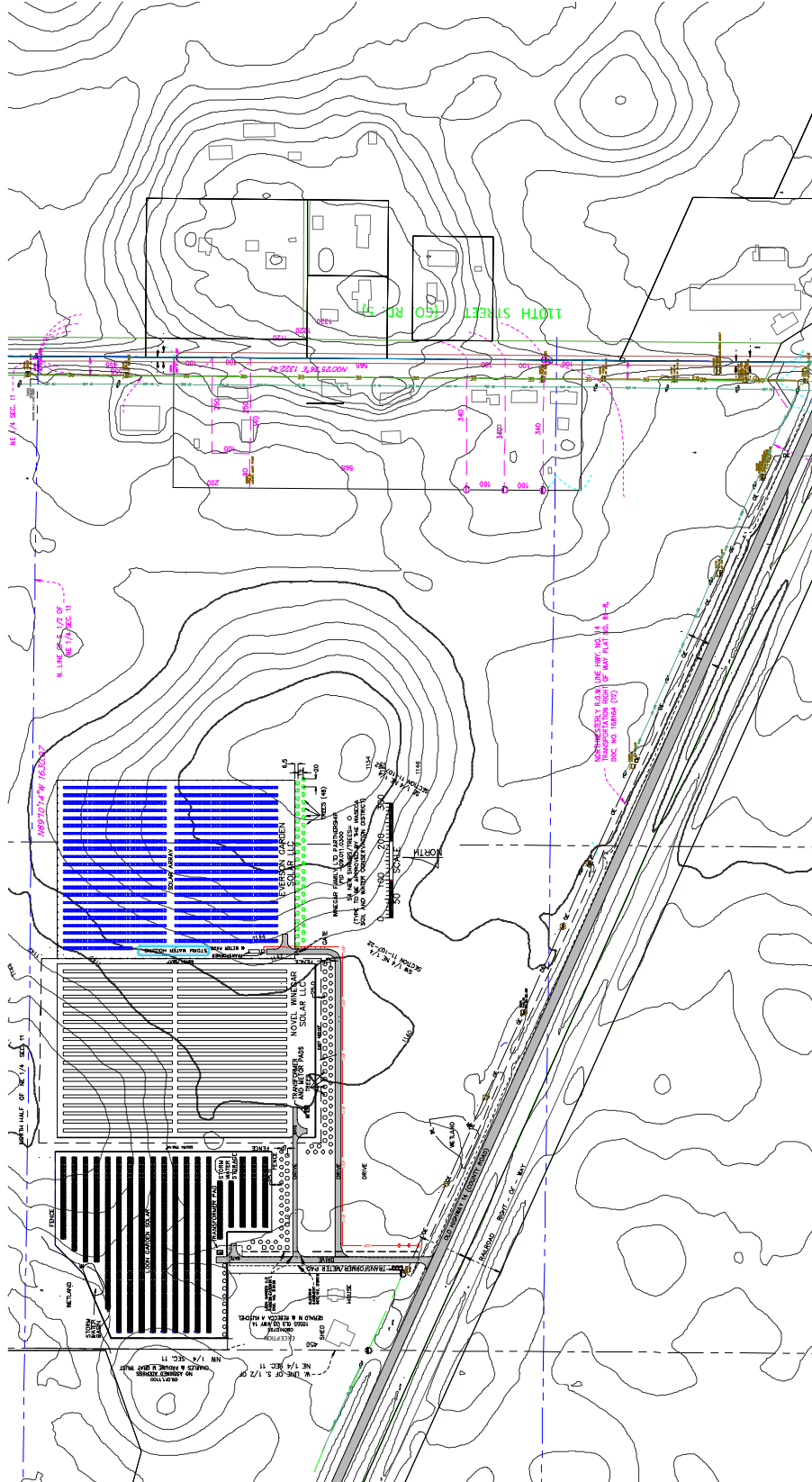
AND EXCEPT: ALL THAT PART OF THE SOUTHEAST QUARTER NORTHEAST QUARTER, SECTION 11, TOWNSHIP 107 NORTH, RANGE 23 WEST, WASECA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 1320 FEET ON AN ASSUMED BEARING ON THE EAST LINE OF SAID SOUTHEAST QUARTER NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 00° 00' 00" EAST A DISTANCE OF 200.00 FEET; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 140.00 FEET; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING; LESS THE NORTH 100.00 FEET OF SAID TRACT. (EXCEPTION 10)

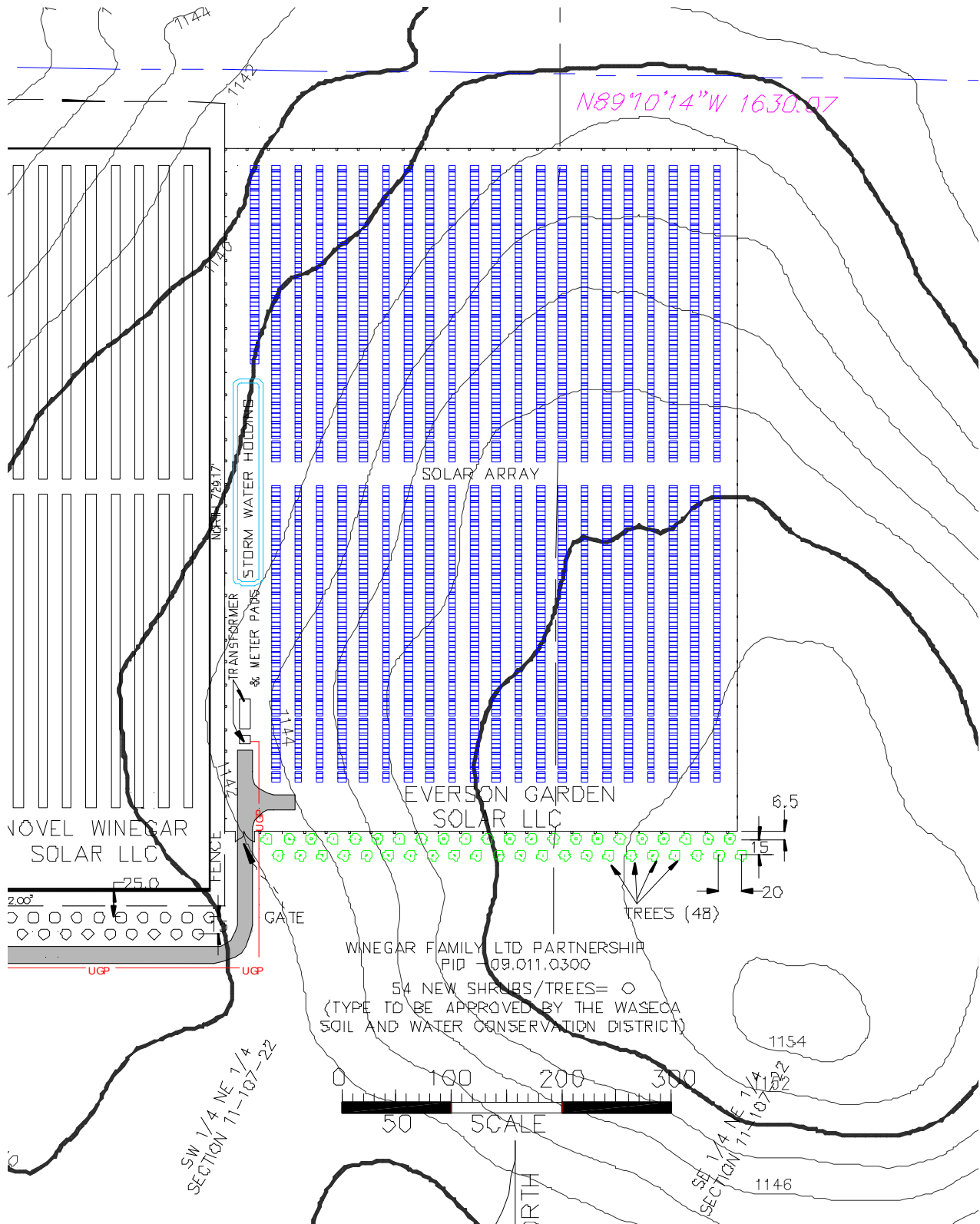
AND EXCEPT: ALL THAT PART OF THE SOUTHEAST QUARTER NORTHEAST QUARTER AND NORTHEAST QUARTER SOUTHEAST QUARTER, SECTION 11, TOWNSHIP 107 NORTH, RANGE 23 WEST, WASECA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 1320 FEET, ON AN ASSUMED BEARING ON THE EAST LINE OF SAID SOUTHEAST QUARTER NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 140.00 FEET; THENCE SOUTH 00° 04' 04" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 90° 00' 00" EAST A DISTANCE OF 140.00 FEET, TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND BEARING SOUTH 00° 04' 04" WEST; THENCE NORTH 00° 04' 04" EAST A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING. (EXCEPTION 11)

AND EXCEPT: THE NORTH 100.00 FEET OF ALL THAT PART OF THE SOUTHEAST QUARTER NORTHEAST QUARTER, SECTION 11, TOWNSHIP 107 NORTH, RANGE 23 WEST, WASECA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 1320 FEET, ON AN ASSUMED BEARING ON THE EAST LINE OF SAID SOUTHEAST QUARTER NORTHEAST QUARTER; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 00° 00' 00" EAST A DISTANCE OF 200.00 FEET; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 140.00 FEET; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING. (EXCEPTION 12)

ATTACHMENT "C" **Site Plan**



ATTACHMENT "C" (Continued)
Enlarged Site Plan



ATTACHMENT “D”
Decommissioning Plan and Escrow
(Preliminary)

EVERSON GARDEN LLC - DECOMMISSIONING PLAN

A. Timeline

The decommissioning will occur at the end of the photovoltaic system's useful life or when the system has not been in use for twelve (12) consecutive months. Decommissioning is estimated to take two to three weeks to complete and the decommissioning crew will ensure that all equipment is recycled or disposed of properly.

B. Financial Resource Plan

Per Waseca County requirements, the developer is to provide \$40,000 per MW. The Developer will provide a surety to the County prior to submitting for construction permits. This is estimated for June 2021.

C. Shutdown/Disconnection

Shut down system at all disconnect points (disconnect switch within fence and disconnect at switch gear).

NOTE: Per contract, utility has the ability to disconnect solar array from the utility's power grid for emergency purposes.

D. Removal and Disposal of Site Components

The removal and disposal details of the site components are found below. All removal and disposal of equipment shall meet the requirements of the Waseca County's solid waste requirements.

- **Modules:** Modules inspected for physical damage, tested for functionality, and removed from racking. Functioning modules packed and stored for reuse (functioning modules may produce power for another 25 years or more). Non-functioning modules packed and palletized and sent to the manufacturer or a third party for recycling.
- **Racking:** Racking uninstalled, sorted, and sent to metal recycling facility.
- **Poles:** Steel poles removed and sent to a recycling facility. Holes backfilled.
- **Wire:** All wire sent to facility for proper disposal and recycling.
- **Conduit:** Above-ground conduit disassembled onsite and sent to recycling facility.
- **Junction boxes, combiner boxes, external disconnect boxes, etc.:**
Sent to electronics recycler.
- **Inverter(s):** Sent to manufacturer and/ or electronics recycler.

Functioning parts can be reused.

- **Concrete pad(s):** Sent to concrete recycler.
- **Fence:** Sent to metal recycling facility.
- **Computers, monitors, hard drives, and other components:** Sent to electronics recycler. Functioning parts can be reused.

E. Restoration/Reclamation of Site

After all equipment is removed the site will be restored to its pre-installation status. Holes created by poles, concrete pads, and other equipment will be filled in with soil to existing conditions and seeded. This will include the re-vegetation of the site.

AGREED and ACCEPTED,

Everson Garden LLC

Date:

By:

Name:

Title:

Konisto Companies, LLC

Date: 1/4/2021

Everson Garden
Project Decommissioning

Project Summary Estimate Information

Work Description	Total Cost	\$/W
LABOR	\$ 34,547	\$ 0.027
Fence Removal	\$ 2,200	\$ 0.002
Concrete Pad	\$ 1,275	\$ 0.001
Road Removal	\$ 500	\$ 0.000
Pier Removal	\$ 5,750	\$ 0.005
Racking Removal	\$ 10,080	\$ 0.008
Module Removal	\$ 14,742	\$ 0.012
DISPOSAL	\$ 5,300	\$ 0.004
Module Disposal	\$ 4,500	\$ 0.004
Inverter (String) Disposal	\$ 800	\$ 0.001
Racking & Pier Disposal	\$ -	\$ -
PROJECT TOTAL	\$ 39,847	\$ 0.03

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 Everson Garden LLC, a Limited Liability Company under the laws of Minnesota (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.

4. In the event the decommissioning is not properly or timely completed pursuant to the Plan, the Developers will be in violation of the CUP conditions.
5. In the event Developer fails to decommission the facility pursuant to and within the timeline provided in the Plan, Waseca County may utilize any legal method to insure compliance, including but not limited to, use of the escrowed funds.
6. This Agreement is made for the benefit of Waseca County.

THIS AGREEMENT was made on the date first written above.

Property Developer:

Everson Garden LLC
a Limited Liability company under the laws of Minnesota

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASECA)

This Escrow Agreement was acknowledged before me on this ____ day of _____, 20__, by _____, the _____ of _____, a _____ under the laws of Minnesota.

Notary Public

The remainder of this page was left blank intentionally.
County Auditor Acknowledgement of Deposit:

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

EVERSON GARDEN LLC
Conditional Use Permit for One (1) Megawatt Community Solar Farm
February 9, 2021

FINDINGS OF FACT

1. On January 11, 2021, Everson Garden LLC, developed by Nokomis Energy, presented an application for a Conditional Use Permit to construct and operate a 1 Megawatt Community Solar Garden on a portion (app. 5 acres) of a 76.87 acre parcel (PID: 09.011.0300) owned by Winegar Family Limited Partnership and located in Section 11-T107N-R23W of St. Mary Township. The property is located in the A-1 Agricultural Protection Zoning District. There are two solar project previously permitted and constructed on the site. They include Loon Garden LLC and Novel Winegar Solar LLC which are located on the parcel west of the proposed new solar farm. The proposed, contracted with Xcel energy through solar rewards community program, will deliver clean, local energy annually to the surrounding community for 25+ years. Legal description for the proposed development site is yet to be provided.
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 January 21, 2021. The Affidavit of Publication is included in the files and are incorporated herein by reference.
4. On or before January 22, 2021, 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 January 28, 2021, 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 January 28, 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 as submitted and documented.
7. Maame Yorke, Waseca County Planning and Zoning Specialist, presented a PowerPoint presentation highlighting the applicants request, site data and approvals for the Conditional Use Permit for the Everson Garden LLC Solar project. The information provided was based on a staff report provided to the Planning Commission prior to the meeting.
8. The following is an extract of the draft Planning Commission minutes of the meeting held on February 1, 2021 starting at 7:30 p.m.:

WASECA COUNTY PLANNING COMMISSION MEETING

MINUTES OF FEBRUARY 4, 2021

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.

MEMBERS ABSENT

Marv Pearson

STAFF PRESENT

Mark Leiferman, Planning and Zoning Administrator, Maame Yorke, Planning and Zoning Specialist, Brian Zabel, Feedlot Officer.

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), Joshua Burdett, Tetra Tech (online), Adam Holven, Tetra Tech (online), Daniel Rogers, Nokomis Energy (online), Drew Timmis (online)

APPROVAL OF AGENDA

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

ELECTION OF CHAIR AND VICE CHAIR FOR 2021

Sommers made a motion to elect Russ Frederick as the 2021 Planning Commission Chair. Schoenrock seconded the motion and it pass unanimously.

Sommers made a motion to elect Stephanie Roemhildt as the 2021 Planning Commission Vice Chair with Malterer seconding. Motion passed unanimously.

APPROVAL OF 2021 MEETING CALENDAR

Roemhildt made a motion to approve the 2021 meeting calendar with Schoenrock seconding. Motion passed.

REVIEW/APPROVAL OF MINUTES – December 3, 2020

Malterer made a motion with Roemhildt seconding to approve the December 3, 2020 minutes. Motion passed unanimously.

PUBLIC HEARINGS:

A. Request for a Conditional Use Permit (CUP) to construct and operate a one (1) Megawatt Community Solar Farm in Section 11 of St Mary Township – Everson Garden LLC.

Yorke 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 Nokomis Energy.

The owners of the site is Winegar Family Limited Partnership and the property address is yet to be assigned but located in Section 11 of St. Mary Township. The applicant submitted an application on January 11, 2021. First class mail notices were sent to adjacent property owners within a quarter mile from the proposed site on January 22, 2021. Legal notice of public hearing was published in the newspaper on January 21, 2021. 60-day from the date of application is March 12, 2021. 60-days' notice extension was provided to the applicant on January 28, 2021 (extension requested from the Applicants).

Comprehensive Plan extracts:

The land use plan as part of the county's comprehensive plan calls for the area's development as agricultural uses. The use relates to the comprehensive plan in the following ways:

- o Infrastructure Vision Statement: the Waseca County will plan for, construct and maintain infrastructure that is safe, affordable, environmentally sound, aesthetically pleasing and allows for managed growth. The land use plan relates to the goal states in that it provides opportunity for economic development in ways compatible with Waseca County's natural and built environment.

Yorke showed the zoning Map extract of the area. The map places the area in the A-1 Agricultural Protection zoning district and within the influenced zone of the Waseca Municipal Airport. Yorke then asked to dispense reading the full explanation of the solar farm code which is outlined below:

Unified development Code (UDC) Extract:

§ 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:*

(36) *Solar farms.*

§ 6.16 SPECIFIC STANDARDS FOR COMMERCIAL AND INDUSTRIAL USES.

(OO) *Solar farms. Solar farms are the primary land use for the parcel on which the array is located and are distinguished from solar arrays that are an accessory use. Solar farms are composed of multiple solar panels on multiple mounting systems (poles or racks), and generally have a direct current (DC) rated capacity greater than 100 kilowatts. Solar farms are permitted by conditional use permit and/or by zoning permit.*

(1) *Stormwater management and erosion and sediment control. Stormwater management and erosion and sediment control shall meet the requirements of § 5.04.*

(2) *Setbacks. All solar panels in the array will be considered a principal use and shall be required to meet the setbacks of a principal structure.*

(3) *Foundations. The manufacturer's engineer or another qualified engineer shall certify that the foundation and design of the solar panels is within accepted professional standards, given local soil and climate conditions.*

(4) *Other standards and codes. All solar farms shall be in compliance with any applicable local, state and federal regulatory standards, including the State Uniform Building Code, as amended; and the National Electric Code, as amended.*

(5) *Power and communication lines. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground. Exemptions may be granted by the Planning and Zoning Administrator in instances where shallow bedrock, watercourses or other elements of the natural landscape interfere with the ability to bury lines.*

(6) *Application requirements for conditional use or zoning permit. A site plan of existing conditions showing the following (any drawing shall be submitted in paper format drawn to scale and in AutoCAD DWG format):*

(a) *Existing property lines and property lines extending 100 feet from the exterior boundaries, including the names of the adjacent property owners and current use of those properties;*

(b) *Existing public and private roads, showing widths of the roads and any associated easements;*

(c) *Location and size of any abandoned wells, sewage treatment systems and dumps;*

(d) *Existing buildings and any impervious surface;*

(e) *Topography at two-foot intervals and source of contour interval, unless determined otherwise by the Department. A contour map of the surrounding properties may also be required;*

(f) *Existing vegetation (list type and percent of coverage; i.e., grassland, plowed field, wooded areas and the like);*

(g) *Waterways, watercourses, lakes and public water wetlands;*

(h) *Delineated wetland boundaries;*

(i) *The 100-year flood elevation and regulatory flood protection elevation, if available;*

(j) *Floodway, flood fringe and/or general floodplain district boundary, if applicable;*

(l) *Mapped soils according to the county soil survey;*

(m) *Surface water drainage patterns;*

(7) *Site plan of proposed solar farm. The following information shall be provided to the Planning and Zoning Department prior to issuance of the conditional use permit or zoning permit (any drawing shall be submitted in paper format drawn to scale and in AutoCAD DWG format):*

(a) *Location and spacing of solar panels;*

(b) *Location of access roads;*

(c) *Location of underground or overhead electric lines connecting the solar farm to the building, substation or other electric load;*

(d) *New electrical equipment other than at the existing building or substation that is the connection point for the solar farm; and*

(e) *Proposed erosion and sediment control measures and proposed stormwater management measures as required in Article 5 of this ordinance.*

(8) *Large ground-mounted systems. Ground-mounted solar systems that result in the creation of one or more acres of impervious surface must comply with § 5.04. Sketch elevation of the premises accurately depicting the proposed solar energy conversion system and its relationship to structures on adjacent lots (if any).*

(9) *Manufacturer's specifications. Manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles or racks;*

(10) *The number and size of the panels to be installed;*

(11) *A description of the method of connecting the array to a building or substation;*

(12) *A copy of any easement required to cross private property or any permit to use any public right-of-way to connect the project to the utility grid or substation.*

(13) *A copy of the interconnection agreement with the local electric utility or a written explanation outlining why an interconnection agreement is not necessary;*

(14) *Contractor's name and license number;*

(15) *Contractor certificate of liability insurance; and*

(16) *A decommissioning plan shall be required to ensure that facilities are properly removed after their useful life. Decommissioning of solar panels must occur in the event they are not in use for 12 consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. Disposal of structures and/or foundations shall meet the provisions of state law and the requirements of the county solid waste ordinance. The Board may require the posting of a bond, letter of credit or the establishment of an escrow account to ensure proper decommissioning in an amount equal to the estimated cost to restore the site if the use is discontinued.*

Yorke, after dispensing reading the solar code, showed the Planning Commission a site plan for the project under review. She informed the Planning Commission that the new solar facility will be a single axis tracker system as opposed to Loon Garden which was a fixed tilt system. She then provided the commission details on the height of the single axis tracker together with the solar module and also fencing details.

Issues with the request

1. **Road Access.** The owners/lessees will construct a road linking an existing shared driveway to Old US Highway 14. Waseca County Planning and Zoning may assign a new address for the facility.
2. **Wetlands/Tile.** Portions of the site appear on the National Wetland inventory but outside of the development area. A level 1 wetland delineation was submitted to Waseca County for review by the Water Resource Specialist and Technical Evaluation Panel (TEP).
3. **Erosion Control.** The construction of the project will require a National Pollution Discharge Elimination Systems Permit (NPDES) from the Minnesota Pollution Control Agency if it is determined that the project will impact an area greater than one acre. Prior to commencement of decommissioning activities, erosion control measures may also be required to be implemented. The type and extent of these measures would be dictated by the regulatory requirements at the time of decommissioning.
4. **Proximity to Residential Uses.** A residence (PID: 09.011.0700) is located to the west of the proposed development site approximately 920 feet from this solar project. There are two solar projects located

between this facility and this home. On the east side of this project there are a number of homes along County Road 27 (110th Street). The closest of these homes is nearly 1,400 feet from this facility. It is staff's opinion that the project should have little impact on the residential uses in the vicinity. Unlike the two previous projects that were located behind a small hill on the site, the east side of this latest project will sit on the crest of the hill. Although the residential uses to the east appear to have wind breaks, portions of the project may be visible from these homes.

5. **Sound Emitted by the Project.** The closest housing unit is approximately 920 feet from the project solar panels. There are six (6) residences over a 1,000 feet east of the proposed development site. Since this is a solar project, operational noise will be generated during daylight periods. There should be limited sound after sunset. During operation, the main source of sound will be generated by the electric inverters, and to a lesser extent from the transformers. No information has been provided by the applicant regarding the potential noise produced by the facility.
6. **Glare.** Glare should have a minimal impact with the solar panels, as they have an anti-reflective coating. Their appearance is either black or a blue luminance. There have been issues with glare produced by two previous solar projects that are located near the Waseca Airport. Glare studies have not been requested by the Minnesota Department of Transportation for this project at this time. Glare from solar projects impacting highway travel has been raised as an issue with recent solar projects. This site is approximately 1,350 feet to the north of Old Highway 14 and should have little impact on travelers using the roadway.

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

7. **Signage.** There may be a desire to install a sign for the proposed business. No sign plans have been provided with this request.
8. **Decommissioning.** A Decommission Plan and the security to decommission the facility must be approved by Waseca County Planning and Zoning Administrator and the Waseca County Attorney and recorded with the Conditional Use Permit. No decommissioning plan has been provided with this request. The Owner/Lessee shall provide an escrow deposit as security to decommission the Solar Farm of \$45,000 in a form that is satisfactory to the Waseca County Attorney.

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 an agricultural fence that will slightly obscure the view of the project from the ground. A glare study may be required to reduce the impact and safety of the project on patrons of the Waseca Municipal Airport.
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.
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 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 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 west of the proposed site, they may need to seek the appropriate permission from the owners of Loon Garden LLC and Novel Winegar Solar LLC.

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 and southerly side of the facility shall be approved by the Waseca County Planning and Zoning Administrator in consultation with the Waseca County Soil and Water Conservation District. The County reserves the right to require screening with landscaping or other materials 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.

Public Agency Comments

An email containing the link to the staff report was provided to the Minnesota Department of Transportation, The Minnesota Department of Natural Resources, Waseca Water Resources Specialist, Waseca Public Health Services Department, Waseca County Sheriff, the Waseca County Attorney and the Waseca County Highway Department for their review.

A letter was received from the DNR supporting the proposal since the site did not border a designed public water. A copy of the letter is on file at the Planning and Zoning office and attached below:



Minnesota Department of Natural Resources
Southern Region
21371 State Hwy 15
New Ulm, MN 56073

February 2, 2021

Maame Yorke
Planning & Zoning Specialist
Waseca County, 300 North State St.
Waseca, MN 56093

Re: Comments on Lyle Hoffman variance (PIDs 12.011.0800 and 12.011.1200) and Everson Garden LLC Solar CUP (PID 09.011.0300) - Waseca County

Dear Ms. Yorke:

Thank you for sending the Lyle Hoffman variance and Everson Garden Elysian Solar Conditional Use Permit (CUP) applications for review. The Hoffman proposal is requesting variances for lot size, 0.80 acres instead of 1.0 acre. The Everson Garden applicant is requesting a CUP to place a 1MG solar site in the agriculture district. The following comments are offered for your consideration:

Lyle Hoffman variance:

This variance application is **supported** by the department because the applicant is proposing to combine two adjacent, substandard lots to create one building lot totaling approximately 0.80 acres in size. In addition, the lots of record likely pre-date the county's adoption of the shoreland ordinance and the combined lot area exceeds the minimum 66% standard for lot area. Also, the adjacent properties seem to be developed in a similar fashion so this proposal would be consistent with past development. The proposed buildable area includes a front yard setback of 54 feet which falls short of the required 75 feet so the impervious coverage area should be held to 25%.

Everson Garden LLC Solar CUP:

This CUP application is **supported** by the Department because it does not boarder a designed public water.

If you have questions please call me at 507-822-1559.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Girolamo'.

Dan Girolamo

EC: Todd Kolander, EWR DNR

Minnesota Department of Natural Resources • EWR
21371 State Hwy 15, New Ulm, MN 56073

An email was received from Angela Piltaver, MNDOT District 7 on the proposed solar farm

From: Piltaver, Angela (DOT) [mailto:angela.piltaver@state.mn.us]
Sent: Wednesday, February 3, 2021 4:40 PM
To: Maame Yorke <Maame.Yorke@co.waseca.mn.us>; Mark Leiferman <Mark.Leiferman@co.waseca.mn.us>
Cc: Daniel Rogers <dan@nokomis.partners>; Nicole Vaughn <nicole@nokomis.partners>
Subject: RE: Waseca County Board of Adjustment and Planning Commission Meeting - February 4, 2021

Maame,

Looking at the plan for the site and the proposed location, I noted that the proposed solar garden is within 1 mile of the Waseca Municipal Airport, which puts the solar garden within the Airport Influence Zone. I forwarded the study and site information to MN DOT Aeronautics for their review, but they may not have reviewed it yet. If I do receive any comments from Aeronautics between now and tomorrow afternoon, I will forward those to you.

I did look at the study and noted that the consultant indicates there should not be any glare or glint affecting Old 14 and several other locations; however, I did not see that the study looked for potential effects on the current alignment of US14. I am not personally familiar with the methodology of a glare/glint study and as such cannot determine whether there would be any potential glare impacts to drivers on US14.

If there is something that the applicant's consultant could provide that might help us understand whether there could be effects on drivers on US14, that would be helpful. If there is not enough time to achieve this, I would encourage the county to include in its CUP approval the condition that should instances of glare be reported as affecting drivers on US14, the county reserves the right to require that the solar garden be screened with landscaping or other materials as appropriate.

Please let me know if you have any questions, and if I receive comments from Aeronautics, I will forward them right away.

Angela Piltaver, M.A.U.P., AICP, LEED AP
Senior Planner
MnDOT District 7
2151 Bassett Drive
Mankato, MN 56001-6888
507-508-3409
angela.piltaver@state.mn.us

There were no government agencies present at the meeting both online or in the conference room to comment on the project.

Township Review:

A copy of the notice of public hearing was provided to the St. Mary Township for their consideration.

Public Comments:

Public hearing notices were sent to adjacent property owners. No written correspondence has been received from any neighboring property owner or other members of the public.

Frederick opened the public hearing at 7:46 p.m.

A representative of the Developers, Daniel Rogers was available online to respond to questions by the Planning Commission. Online also were consultants from Tetra Tech who prepared the glare study for the solar proposal. Joshua Burdett, Tetra Tech talked to the Planning Commission explaining the nitty gritty of Glare/Glint Studies, the methodologies and also the final results from the glare study prepared for the Winegar Family Partnership site. The consultant informed the Planning Commission that glare was not anticipated to be an issue with the solar project. The Planning Commission also asked the consultants questions.

The public hearing was closed at 8:05 p.m.

Malterer made a motion to approve the criteria with Schoenrock seconding the motion. Motion was passed unanimously with 5 Yes 0 No.

Schoenrock made a motion to approve the Everson Garden LLC solar conditional use permit. Sommers seconded and it was passed unanimously with 5 Yes 0 No.

MISCELLANEOUS

Blue Jay Solar CUP extension

Yorke informed the Planning Commission that the Blue Jay Solar CUP, which was tabled on December 3, 2020 will be brought back to the Commission at their upcoming meeting for decision.

ADJOURNMENT

Schoenrock made a motion Sommers with seconding to adjourn the meeting.

Meeting adjourned at 8:12 p.m.



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

Award Asphalt Emulsion for 2021 Maintenance Crew Seal Coating Projects

Meeting Date:	March 02, 2021	Fiscal/FTE Impact:
Item Type:	☐ Consent ☒ Action	☐ None
Department:	Hwy	☒ Current budget
Contact:	Alan Forsberg	☐ New FTE(s) Requested
Contact Phone:	507-461-7566	☐ Other
Prepared by:	Alan Forsberg	☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Asphalt emulsion is needed to seal coat and preserve Waseca County bituminous highways.

SUMMARY

Bids received:

H.G. Meigs, LLC, Eau Claire WI	\$151,200
Flint Hills Resources , St. Paul	\$155,040

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners award the contract to H.G. Meigs, the low bidder

EXPLANATION OF FISCAL/FTE IMPACTS

Supporting Documents:

Attachment A:
Attachment B:

Previous Board Action(s):

Resolution # Resolution 2021-13

RESOLUTION # Resolution 2021-13

Whereas, seal coating of bituminous roads is an important maintenance practice which preserves bituminous road pavement, and

Whereas funds have been budgeted for this purchase, now

Therefore resolved, the Waseca County Board of Commissioners awards the contract to H.G. Meigs, the low bidder.

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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 of Commissioners
Request for Board Action**

Authorize County Engineer to Acquire Right of Way for CSAH 41

Meeting Date:	March 02, 2022	Fiscal/FTE Impact:
Item Type:	☐ Consent ☒ Action	☐ None
Department:	Hwy	☒ Current budget
Contact:	Alan Forsberg	☐ New FTE(s) Requested
Contact Phone:	507-461-7566	☐ Other
Prepared by:	Alan Forsberg	☐ Amendment Requested

PURPOSE/ACTION REQUESTED

CSAH 41 from just south of the railroad tracks to CSAH 40 is in very poor condition with poor pavement and inadequate shoulders. The project will reconstruct the road to State Aid standards.

SUMMARY

An additional 16.5' of right of way on each side of the centerline is needed to reconstruct the road to State Aid standards.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners authorize the County Engineer to acquire the needed right of way for the project.

EXPLANATION OF FISCAL/FTE IMPACTS

Supporting Documents:

Attachment A:

Attachment B:

Previous Board Action(s):

Resolution # 2021-14

RESOLUTION # 2021-14

Whereas, CSAH 41 from just south of the railroad tracks is in very poor condition and does not meet State Aid standards, and

Whereas, an additional 16.5' of right of way is needed on both sides of the road to construct the project, now

Therefore, the County Engineer is authorized to acquire this right of way.

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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 of Commissioners
Request for Board Action**

Consider Bids and Award Pavement Improvement Project, CSAH4

Meeting Date: March 2, 2021

Item Type: ☐ Consent ☒ Action

Department: Hwy

Contact: Alan Forsberg

Contact Phone: 507-461-7566

Prepared by: Alan Forsberg

Fiscal/FTE Impact:

☐ None

☒ Current budget

☐ New FTE(s) Requested

☐ Other

☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Pavement improvement project, CSAH 4, Snake Trail, from Clear Lake to CSAH 10. Mill and overlay.

SUMMARY

Bids received:

Ulland Brothers, \$1,598,987.20

Crane Creek, 1,694,664.10

OMG Midwest, 2,043,819.05

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners award the contract to Ulland Brothers, low bidder.

EXPLANATION OF FISCAL/FTE IMPACTS

Supporting Documents:

Attachment A:

Attachment B:

Previous Board Action(s):

Resolution # 2021-15

RESOLUTION # Resolution 2021-15

Whereas, CSAH 4, Snake Trail, from Clear Lake to CSAH 10 pavement is in poor condition and a mill and overlay is needed to preserve and improve the pavement; and

Whereas, CSAH Regular funds have been budgeted for this work, now

Therefore, this contract is awarded to Ulland Brothers Construction

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer

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