



WASECA COUNTY BOARD OF COMMISSIONERS

May 4, 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 Work Session April 6, 2021
- b. Waseca County Board of Commissioner Meeting Minutes April 6, 2021
- c. Waseca County Board of Commissioner Work Session April 20, 2021
- d. Waseca County Board of Commissioner Meeting Minutes April 20, 2021
- e. Waseca County Board of Commissioner Special Meeting April 22 & 23, 2021

4. Consent Agenda

- a. Approval of Bills
- b. Waseca County Lakes Promotion
- c. 2020 Emergency Management Performance Grant
- d. Approve and Sign Grant Contract with the Reeds Lake Association

5. Employee of the Year Award – Brad Milbrath, Waseca County Sheriff

6. Set Public Hearing for Licensed Establishment Fees – Sarah Berry, Public Health Director

7. South Country Health Alliance Delegation Agreement – Sarah Berry, Public Health Director

8. U of M Extension – Lisa Dierks, Extension Director & Amy Nelson, Extension Educator

- a. Introduction of New Staff
- b. 4-H Program Update
- c. 2022-24 Memorandum of Agreement Process

9. Buckthorn at Courthouse Park – Brian Tomford, Building and Grounds Director

10. Administration

- a. Administration Update
- b. Human Resources Announcements

11. Contract for Investment Consulting Services – Michael Johnson, Waseca County Administrator

12. Commissioner Reports

Lunch – El Molino

Upcoming Board Events

May 4 – May 18, 2021

May 4, 2021, 9:30 a.m.

County Board Meeting

Board Room, East Annex

May 6, 2021, 6:00 p.m.

Board of Adjustment

Board Room, East Annex

May 6, 2021, 7:30p.m.

Planning Commission

Board Room, East Annex

May 18, 2021, 9:30 a.m.

County Board Meeting

Board Room, East Annex

May 18, 2 p.m.

MN Prairie Finance Committee Meeting

Virtual Meeting

May 18, 3 p.m.

MN Prairie Joint Powers Board Meeting

Virtual Meeting

WASECA COUNTY BOARD OF COMMISSIONERS

WORK SESSION – APRIL 6, 2021

The Waseca County Board of Commissioners met in a work session on Tuesday, April 6, 2021, in the public meeting room, 300 North State Street, Waseca, Minnesota. Members present were Chair DeAnne Malterer, Doug Christopherson; Brian Harguth; and Brad Krause. Commissioner Blair Nelson joined the meeting at 8:28 a.m.

Others present were Michael Johnson, County Administrator; Tammy Spooner, Auditor-Treasurer; and Joe Udermann, Assessor.

Chair Malterer called the Work Session to order at 7:30 a.m. Roll call was taken and the Pledge of Allegiance was recited.

Item number three on the agenda, Bruce Kimmel with Ehlers, was removed from the agenda and will be rescheduled on a future agenda.

Michael Johnson, Administrator, facilitated continued discussion of Guardian Energy's request for a tax abatement.

Joe Udermann, Assessor, provided input regarding property valuation, maintenance, depreciation, and comparisons.

The work session ended at 9:20 a.m.

DeAnne R. Malterer, Chairperson
Waseca County Board of Commissioners

ATTEST:

Tamara J. Spooner, Clerk
Waseca County Auditor/Treasurer

WASECA COUNTY BOARD OF COMMISSIONERS — APRIL 6, 2021

The Waseca County Board of Commissioners met in regular session on Tuesday, April 6, 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; Gyles Randall; Jon Schiro, Court Services Director; Mark Leiferman, Planning & Zoning Administrator; Brian Zabel, Planning & Zoning Technician; Tyler Polster, Waseca County SWCD; Clinton Rogers, Janesville City Administrator; Rachel Cornelius, County Attorney; and Brad Milbrath, Sheriff.

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

At Public Comment Gyles Randall, having read the article in the Waseca County News, addressed his concerns regarding the Improvement to County Ditch #19. Mr. Randall is not in agreement with the approval of the Improvement to the ditch system.

Harguth moved and Krause seconded to approve the Agenda as amended to move consent agenda item b to an action item and add fair board discussion. Motion carried unanimously.

Christopherson moved and Krause seconded to approve the Minutes to the March 16, 2021 Commissioner Meeting. Motion carried unanimously.

Krause moved and Nelson seconded to approve the Consent Agenda except for item “b”, which was moved. Motion carried unanimously.

- a. Approval of Bills
- ~~b. Variance Application Fee Refund~~
- c. Partial Release of Agricultural Use Restrictive Covenant; Dimmel & Mulcahey
- d. Authorization to Issue Zoning Permit; Conagra Foods Packaged Foods

After a brief discussion, Nelson moved and Christopherson seconded to approve the variance application fee refund of \$600.00 to Jeffrey Herbst. Motion carried unanimously.

Jon Schiro, Court Services Director, requested approval of a Grant Agreement with the State of Minnesota for Fiscal Year 2022 and Fiscal Year 2023 in the amount of \$70,370.00. Nelson moved and Krause seconded to approve entering into the Grant Agreement with the State of Minnesota for \$35,185.00 per year for FY 2022 and FY 2023 for a total of \$70,370.00. Motion carried unanimously.

At 9:47 a.m., a Public Hearing was held regarding a fee for electronic testing for manure / pesticide testing. Brian Zabel, Planning & Zoning Technician, gave an overview of the process and the requested \$25.00 fee for the service. The meeting was opened for public comment at 9:49 a.m. There was no comment and the comment period closed at 9:50 a.m. Krause moved and Christopherson seconded to approve the \$25.00

fee for the service of electronic testing for manure and pesticide application and to add it to the county fee schedule. Motion carried unanimously. The Public Hearing was closed at 9:54 a.m.

At 9:55 a.m., a Public Hearing was held to consider amending the Waseca County Unified Development Code to amend the adopted standards regarding Subsurface Sewage Treatment Systems. Mark Leiferman, Planning & Zoning Administrator provided an overview of proposed changes. The Public Hearing was opened for public comment at 9:59 a.m. There was no public comment and the comment period closed at 9:59 a.m. Christopherson moved and Harguth seconded to adopt Ordinance 145 to amend the Waseca County Unified Development Code. Motion carried unanimously. The Public Hearing was closed at 10:04 a.m.

**ORDINANCE 145
WASECA COUNTY
AN ORDINANCE AMENDING §5.02(S) (1) OF THE WASECA COUNTY UNIFIED
DEVELOPMENT CODE**

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

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

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

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

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

**EXHIBIT A
WASECA COUNTY UNIFIED DEVELOPMENT CODE
ARTICLE 5: GENERAL ENVIRONMENTAL REGULATIONS
(Note: Proposed Changes with additions underlined)**

§ 5.02 SUBSURFACE SEWAGE TREATMENT SYSTEMS.

(S) Amendments to the adopted standards.

- (1) *List of adopted standards.* In addition to the SSTS setbacks set forth in Minnesota Rules, Chapters 7080 and 7081:
 - (a) The separation distance from a SSTS to a Type 3, 4, 5 or 6 wetland shall be 50 feet;
 - (b) The separation distance to artificial drainage ditch shall be 50 feet; and
 - (c) The separation distance from a well to a SSTS shall be as specified in M.S. §1031, as it may be amended from time to time, and Minnesota Rules Chapter 4725 and 4720 as amended.

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

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

Tyler Polser, Waseca County Soil and Water Conservation District Technician, provided an update on Riparian Buffer Law compliance. He has contacted landowners by phone and/or letter to see where they stand on compliance. At the end of 2020, the county was at 96% compliance. Tyler is continuing to work on corrective action notifications.

Mark Leiferman, Planning & Zoning Administrator, presented a request for a Conditional Use Permit for Robert L. Blasing Etal and Nextera Energy / DG Minnesota CS II, LLC to operate a one megawatt Community Solar Farm in Section 5 of St. Mary Township. A glare study was conducted with favorable results. Mark Leiferman read correspondence from Janell Hesch, who lives on neighboring property. Ms. Hesch is not in favor of the proposed project, citing glare and visibility affecting their quality of life. The residence is a distance is 1400 feet from the project. Having previously read the criteria, the Commissioners dispensed with the formal reading. Mr. Leiferman outlined the Conditions. Christopherson moved and Krause seconded to approve the criteria. Motion carried unanimously.

Christopherson moved and Krause seconded to approve the Conditional Use Permit for Blue Jay Solar (Robert L. Blasing Etal and Nextera Energy / DG Minnesota CSII, LLC). Motion carried unanimously.

Mark Leiferman, Planning & Zoning Administrator, presented a request from Rice Gardens LLC / Nokomis to enter into a second Lease Option Agreement at the Recycling Center in the amount of \$1,000.00 per year while development takes place. Jesse Jennings, Assistant County Attorney, has reviewed the agreement. His only concern is the insurance amount being "at the tenant's discretion". Mark recommends changing the requirement and the language in the agreement to \$1,000,000.00 or \$2,000,000.00 coverage. Additionally, Leiferman recommends changing the access drive to non-exclusive use. Harguth moved and Krause seconded to approve the Lease Option Agreement in substantially the form provided in order to revise the language pertaining to the insurance and the access drive. Motion carried unanimously.

Michael Johnson, Administrator, brought for consideration, a request for Abatement of Valuation in the amount of \$9,625,400 by Guardian Energy, LLC pursuant to Minn. Stat. 375.192. The County Assessor and County Auditor/Treasurer do not recommend approval at this price point. Harguth moved and Nelson seconded to deny the request at this time. Motion carried unanimously.

Michael Johnson, Administrator, provided an Administrative update and shared Human Resources announcements.

Michael Johnson, Administrator, facilitated discussion regarding the Fair Board request for funding for repairs at the fairgrounds. Mr. Johnson indicated that there are funds from the Cares Act Relief Fund, which are unapportioned at this time, and could be appropriated to the proposed projects. Commissioner Krause shared that he had further discussions with the Mike Harguth, Fair Board President, regarding needs at the fairgrounds. Nelson moved and Harguth seconded to appropriate \$44,000.00 for roof repair on buildings 7 & 8 and \$9,500 for repairs to the 4-H food stand. Nelson strongly recommended that they repair the gates in 4-H livestock show area, due to safety concerns. Motion carried unanimously.

Commissioner reports were shared.

Having no further county board business, Harguth moved and Krause seconded the motion to adjourn the meeting. Motion carried unanimously and meeting adjourned at 11:59 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	\$ 440.96
ADVANCED CORRECTIONAL HEALTHCARE INC	3,515.60
AMAZON CAPITAL SERVICES	159.80
AMERICAN SOLUTIONS FOR BUSINESS	533.50
ANCOM COMMUNICATIONS INC	1,205.00
APG MEDIA OF SOUTHERN MN LLC	207.00
ASSOC OF MN COUNTIES	229.00
BAKER TILLY VANTAGEN LLC	4,530.20
BARBARA J. BUKER	414.50
BIESANZ CHEMICALS INC	125.38
BOCKS SERVICE INC	65.25
BOMGAARS SUPPLY	362.08
BORNEKE CONSTRUCTION INC	30,600.00

BRITTON PLUMBING & HEATING LLC	1,699.86
BUDACH IMPLEMENT INC	27.39
COLE PAPERS INC	878.77
CPS TECHNOLOGY SOLUTIONS INC	98.00
CRESCENT ELECTRIC SUPPLY CO INC	91.09
DENNIS FUNERAL HOMES	620.00
DONAHUE ELECTRIC LLC	8,948.16
EMERGENCY AUTOMOTIVE TECH, INC	1,561.29
EXPRESS CARE INC	222.90
FINLEY ENGINEERING COMPANY INC	5,250.00
ICON ENTERPRISES, INC.	6,707.80
INNOVATIVE OFFICE SOLUTIONS LLC	491.29
JANE T HOFMEISTER	12.25
JOHN DEERE FINANCIAL	2,183.21
JONES AND MAGNUS LLC	590.00
KENDALL LANGSETH	713.23
L & L STREET ROD & SPORTS TRUCK	390.00
LEADS ONLINE	913.00
LES TLOUGAN	480.00
LITTLE FALLS MACHINE INC	3,929.41
MADDEN, GALANTER, HANSEN LLP	2,418.90
MARIPOSA PUBLISHING	80.26
MIDWEST MONITORING & SURVEILLANCE	3,640.31
MINNESOTA TRUCK & EQUIPMENT REPAIR	674.15
MJB HANSEN FAMILY LP	1,271.24
MN COMM OF TRANSPORTATION	226.24
MN COUNTIES INTERGOVERNMENTAL TRUST	196.00
MN POLLUTION CONTROL AGENCY	400.00
MN VALLEY COUNCIL OF GOVTS	5,494.50
MN.IT SERVICES	1,300.00
MONROE TOWMASTER LLC	387.01
M-R SIGN COMPANY INC	6,690.61
NAPA AUTO PARTS MPEC	74.48
NO WAIT INSIDE LLC	29.00
NOW MICRO	213.00
PATTON HOVERSTEN & BERG PA	1,310.00
PICTURE THIS ON GRANITE	1,001.70
RAMSEY COUNTY	3,007.00
RECOVERY TREK LLC	135.00
REGENTS OF UNIVERSITY OF MN	300.00
RIVER BEND BUSINESS PRODUCTS	1,741.31

RIVER VALLEY FORENSIC SERVICES PA	1,250.00
ROCKMOUNT RESEARCH & ALLOYS INC	319.30
RS EDEN	60.30
RUSSELL GUSE	657.70
SIRCHIE FINGERPRINT LAB	39.96
SOFTWARE.HARDWARE.INTEGRATION	1,233.00
SPORTSMAN STOP	9.84
STREAMLINE COMMUNICATIONS LLC	80.00
THE RETROFIT COMPANIES	575.81
UNIVERSAL RECYCLING TECH, LLC	2,127.30
WALMART PYMT PROCESSING ATLANTA	71.54
WASECA CO ATTORNEY'S OFFICE	284.00
WASECA, CITY OF	229,068.12
ZAHL EQUIPMENT SERVICE INC	794.53
ZOOM VIDEO COMMUNICATIONS INC	1,499.00

WASECA COUNTY BOARD OF COMMISSIONERS

WORK SESSION – APRIL 20, 2021

The Waseca County Board of Commissioners met in a work session on Tuesday, April 20, 2021, in the public meeting room, 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, County Administrator; Tammy Spooner, Auditor-Treasurer; and Bruce Kimmel, Ehlers & Associates.

Chair Malterer called the Work Session to order at 8:30 a.m. Roll call was taken and the Pledge of Allegiance was recited.

Michael Johnson, County Administrator, introduced Bruce Kimmel, Senior Municipal Advisor with Ehlers & Associates. Bruce highlighted hot topics in Minnesota county public finance. Discussions were held regarding the American Recovery Plan Act and the use of funds by Waseca County. Additional discussion focused on existing bonded debt, current debt rates, and potential future bond issuances.

The work session ended at 9:20 a.m.

DeAnne R. Malterer, Chairperson
Waseca County Board of Commissioners

ATTEST:

Tamara J. Spooner, Clerk
Waseca County Auditor/Treasurer

WASECA COUNTY BOARD OF COMMISSIONERS — APRIL 20, 2021

The Waseca County Board of Commissioners met in regular session on Tuesday, April 20, 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; Rachel Cornelius, County Attorney; Jon Schiro, Court Services Director; Alan Forsberg, Interim County Engineer; Brian Tomford, Building & Grounds Director; Clinton Rogers, Janesville City Administrator; and Matthew Stamness.

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 Nelson seconded to amend the Agenda to add item 11c Memorandum of Understanding between Waseca County and Greg Jewison. Motion carried unanimously.

Christopherson moved and Krause seconded to approve the Minutes from April 1, 2021 Work Session. Motion carried unanimously.

Jonathan Schiro, Court Services Director, requested renewal of the Sentencing to Service Contract for fiscal years 2022 and 2023. Nelson moved and Christopherson seconded to approve renewal of the two-year Sentencing to Service Contract with a total cost of \$76,351.21 to Waseca County. Motion carried unanimously.

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

- a. Approval of Bills
- b. March 2021 Electronic Funds Report
- c. Temporary Road Closure Co Rd 13 / 8th Avenue NE on May 22, 2021 from 8:00 a.m.–10:00 p.m.
- d. Planning Commission Meeting Update 4-01-2021
- e. Jason & Catherine Eldeen and Jon and Cassie Eldeen Transfer of Development Rights
- f. Partial Release of Agricultural Use Zone Restrictive Covenant; Altair Community Solar Garden
- g. Adopt Resolution 2021-20 approving the collective bargaining agreements

RESOLUTION #2021-20

WHEREAS, the negotiation team representing Waseca County and Minnesota Public Employees Association representing the Waseca County Highway and Solid Waste & Recycling Unit have reached a tentative settlement on the terms of an agreement for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, representatives of the Highway and Solid Waste & Recycling Unit have ratified the agreement; and

WHEREAS, the settlement is recommended by the Human Resources Director, Melissa Sexton, and the County Administrator, Michael Johnson.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners, in and for the County of Waseca, Minnesota, hereby authorize to execute and implement the terms of the Bargaining Agreements.

A Public Hearing commenced at 9:40 a.m. to consider amendments to the Unified Development Code (UDC). Mark Leiferman, Planning & Zoning Administrator, provided an overview of proposed changes. The Public Hearing was opened to Public Comment at 9:46 a.m. There were no comments and the comment period was closed at 9:47 a.m. After discussion, Nelson moved and Krause seconded to table action on § 2.04 Nonconforming Structures and the definition of the term Occupancy in § 8.03. These proposed amendments to the Waseca County UDC § 2.04 were referred back to the Waseca County Planning Commission for their review of the escrow provisions required in the proposed amendment and consideration of the term Occupancy. Motion carried unanimously.

Christopherson moved and Harguth seconded to adopt Ordinance 146 Amending the Waseca County Unified Development Code Article 6 § 2.04 and Article 8 § 8.03 Definitions and Acronyms describing the term Contractor and Contractor's Yard. Motion carried unanimously.

ORDINANCE: 146
AN ORDINANCE AMENDING §6.08 and §8.03 OF THE
WASECA COUNTY UNIFIED DEVELOPMENT CODE

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

WHEREAS, Waseca County Planning and Zoning requested an amendment to the Waseca County Unified Development Code §6.08 and §8.03; and

WHEREAS, the Waseca County Planning Commission conducted a public hearing on March 4, 2021 and April 1, 2021 regarding the proposed amendment to the Waseca County Unified Development Code, and recommends its approval as depicted in Exhibit B and C to the Waseca County Board of Commissioners; and

WHEREAS, the Waseca County Board of Commissioners held a public hearing at their meeting on April 20, 2021 to adopt the amendment to the Waseca County Unified Development Code as shown in Exhibit B and C;

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

EXHIBIT B
WASECA COUNTY UNIFIED DEVELOPMENT CODE
ARTICLE 6: ZONING DISTRICT REGULATIONS
(Note: Proposed Changes with additions underlined)

§ 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:

(33) Kennels, private;

~~(34) Outdoor display;~~

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

(356) Solar farms.

(36) Trucking company or Contractor's Yard, as defined in Section 8.03, when located at least 500 feet from a residence, other than the owner of the company or Contractor's yard.

(D) *Density standards.* The base density permitted in the A-1 District is one dwelling unit per quarter-quarter section or parcel of record. Dwellings existing at the time of the adoption of this ordinance will be included when determining whether or not a quarter-quarter section is at its maximum density. The density within a quarter-quarter may be increased pursuant to the provisions of § 6.09 (Transfer of development rights (TDR)). Additional uses may be allowed through the conditional use process, which provides for:

EXHIBIT C

WASECA COUNTY UNIFIED DEVELOPMENT CODE

ARTICLE 8: DEFINITIONS

(Note: Proposed Changes with Additions Underlined)

§ 8.03 DEFINITIONS AND ACRONYMS.

CONTRACTOR. An individual or company employed in the building trade or related businesses. Contractors include, but are not limited to, a general contractor, excavation contractor, landscaping or lawn care contractor, building contractor, to include electric, plumbing and heating contractor, demolition contractor, subsurface sewer treatment system installer or similar.

CONTRACTOR'S YARD. An establishment used for the outdoor repair, maintenance or storage of a contractor's vehicles, equipment or materials. A yard and/or building used by a general contractor, excavation contractor, landscaping or lawn care contractor, building contractor, to include electric, plumbing and heating contractor, demolition contractor, subsurface sewer treatment system installer or similar, where vehicles, equipment and materials are stored when not being used on a job site or where a contractor performs maintenance and repair on their own equipment. For the purposes of this definition, a Contractor's yard does not include assembly or manufacturing of products, or wholesale or retail sales or a temporary job construction site.

Sarah Berry, Public Health Director, requested to set a public hearing for May 4, 2021 for Licensed Establishment Fees. Nelson moved and Krause seconded to set the hearing for May 4, 2021 at 9:30 a.m. Motion carried unanimously.

Sarah Berry, Public Health Director, requested approval of a contract to provide limited SSTS services to Blue Earth County. Harguth moved and Nelson seconded to approve the Service Agreement with a flat fee of \$500.00. Motion carried unanimously.

Brian Tomford, Buildings & Grounds Director, requested approval of a road improvement project at Blowers Park over a two year period 2021 thru 2022. The total cost over the two-year period is \$52,000.00, with a split of \$19,000.00 in 2021 and

\$33,000 in 2022. Nelson moved and Christopherson seconded to approve the 4” bituminous road project at a total cost of \$52,000.00. Motion carried unanimously.

Alan Forsberg, Interim County Engineer, provided an overview and requested acceptance of the 2020 Waseca County Highway Department Annual Financial Report. Nelson moved and Harguth seconded to accept the report as provided. Motion carried unanimously.

Alan Forsberg, Interim County Engineer, requested adoption of Bridge Replacement Priority Resolution 2021-19. Christopherson moved and Krause seconded to adopt Resolution 2021-19. Motion carried unanimously.

RESOLUTION 2021-19

WHEREAS, Waseca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation or removal supplied by the local citizenry and local units of government; and

WHEREAS, Waseca County has identified those bridges that are high priority that require replacement, rehabilitation or removal within the next five years,

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Waseca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available.

Bridge No.	Township/ Road No.	Estimated Project Cost	Federal Funds	State Aid Funds	Town Bridge Funds	Bond Funds	Local Funds	Proposed Year of Const.
7597	CSAH 5	\$350,990		\$150,000		\$150,000	\$50,990	2022
81506	CSAH 3	\$372,479		\$150,000		\$150,000	\$72,479	2022
7005	CSAH 3	\$372,479		\$150,000		\$150,000	\$72,479	2022
7604	CR 54	\$257,870		\$100,000		\$100,000	\$57,870	2023
7603	CR 54	\$257,870		\$100,000		\$100,000	\$57,870	2023
7598	CSAH 6	\$207,086		\$100,000		\$100,000	\$7,086	2023
7059	CSAH 15	\$710,010	\$568,000	\$142,100				2024
L5737	TWP 692	\$154,722			\$134,722		\$20,000	2024
7607	CSAH 33	\$373,052		\$150,000		\$150,000	\$73,052	2025
2585	CSAH 14	\$259,780		\$100,000		\$100,000	\$59,780	2025
88509	CR 53	\$92,451		\$45,000		\$45,000	\$2,451	2025
81507	CSAH 33	\$676,200	\$540,000	\$100,000			\$36,200	2026
81509	CR 55	\$540,960		\$250,000		\$250,000	\$40,960	2027
7596	CSAH 1	\$349,557		\$150,000		\$150,000	\$49,557	2028
88498	CSAH 1	\$210,116		\$100,000		\$100,000	\$10,116	2028
88497	OLD 14	\$282,532				\$140,000	\$142,532	2028
7008	CR 54	\$229,218				\$209,218	\$20,000	2029
L4117	TWP 176	\$334,276			\$314,276		\$20,000	2029
88510	CR 63	\$439,530				\$400,000	\$39,530	2030

FURTHERMORE, Waseca County does hereby request authorization to replace, rehabilitate or remove said bridges; and

FURTHERMORE, Waseca County does request financial assistance with eligible approach grading and engineering costs on townships bridges, as provided by law.

Alan Forsberg, Interim County Engineer, presented a Cooperative Agreement between Waseca County and the City of Janesville for a salt shed relocation and sharing of sand / salt mixture for winter road maintenance. Clinton Rogers, Janesville City Administrator, provided history and information regarding the salt shed agreement. Krause moved and Christopherson seconded to enter into the Cooperative Agreement. Motion carried unanimously.

Mr. Forsberg provided updates on ongoing county road projects.

Alan Forsberg, Interim County Engineer, informed the Board that he has drafted letter to townships regarding township signage. Currently there are agreements in place with 4 townships. Alan feels that the county should rethink installing and maintaining signage for townships as the county does not have adequate time or resources to continue this practice. A good option would be for townships to use a private sign company. Harguth moved and Nelson seconded to give 6 month notice to the townships that services will be discontinued, but Waseca County will still sell signs and posts to them. Motion carried unanimously.

Michael Johnson, County Administrator, shared updates regarding early budget preparation, CIP project list, ARPA considerations, and Human Resources announcements.

Michael Johnson, County Administrator, presented a Memorandum of Understanding between Waseca County and Greg Jewison for a short-term agreement on 1.2 acres of agricultural land. The County will provide the short-term agreement together with hold harmless and indemnification agreements to Mr. Jewison for signatures. Christopherson moved and Krause seconded to approve the Memorandum of Understanding, contingent upon acceptance of the hold harmless agreement. Motion carried unanimously.

Commissioner reports were shared. Commissioner Krause left the meeting at 12:07 p.m.

Having no further county board business, Harguth moved and Nelson seconded the motion to adjourn the meeting. Motion carried 4-0 and meeting adjourned at 12:14 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:

ALAN FORSBERG	\$1,008.00
ALVIN GRAMS	80.00
AMAZON CAPITAL SERVICES	18.44
ANCOM COMMUNICATIONS INC	3,399.00
APH STORES, INC.	984.01
BAKER TILLY LLP	930.00
BARBARA J. BUKER	182.90
BOCKS SERVICE INC	434.99
CHRISTENSEN TIRE & AUTO REPAIR	2,333.85
COLE PAPERS INC	1,684.54
COMMUNITY COMPLIANCE MONITORING	806.00
CONTINENTAL RESEARCH CORPORATION	979.26
CRESCENT ELECTRIC SUPPLY CO INC	91.09
DEANNE MALTERER	21.39
DEB WESTPHAL	129.92
DEML FORD INC	2,106.47
DONNELLY LAW FIRM PLLC	1,652.31
DRIVERS LICENSE GUIDE COMPANY	31.95
EMERGENCY AUTOMOTIVE TECH, INC	973.75
EXPRESS CARE INC	35.99
FASTENAL CO	11.66
FIRST NATIONAL BANK 4135	774.00
FIRST NATIONAL BANK 9655	1,014.40
FIRST NATIONAL BANK OMAHA 7265	1,129.86
FIRST NATIONAL BANK 4208	44.45
FIRST NATIONAL BANK 8194	400.00
FIRST NATIONAL BANK OMAHA 9296	75.00
FIRST NATIONAL BANK OMAHA 0710	65.00
FIRST NATIONAL BANK OMAHA 1957	1,101.58
FIRST NATIONAL BANK OMAHA 4986	224.60
FIRST NATIONAL BANK OMAHA 5215	116.00
FIRST NATIONAL BANK OMAHA 5295	30.06
FIRST NATIONAL BANK OMAHA 5348	677.53
FIRST NATIONAL BANK OMAHA 5640	1,139.80

FIRST NATIONAL BANK OMAHA 6072	50.00
FIRST NATIONAL BANK OMAHA 6171	1,019.02
FIRST NATIONAL BANK OMAHA 6908	370.00
FIRST NATIONAL BANK OMAHA 8006	61.23
FIRST NATIONAL BANK OMAHA 8263	1,265.94
FIRST NATIONAL BANK OMAHA 8264	891.97
FSSOLUTIONS	500.00
HANCOCK CONCRETE PRODUCTS LLC	1,365.00
HOWARD E NYHART CO INC	2,550.00
HUMBOLDT MFG CO	25.83
INNOVATIVE OFFICE SOLUTIONS LLC	499.21
JAGUAR COMMUNICATIONS	250.00
JANESVILLE HARDWARE LLC	26.62
JANESVILLE TIRE SERVICE	182.00
JEAN STEFFENS	40.78
JOBS PLUS INC	213.38
JOEL D EATON	600.00
JONES AND MAGNUS LLC	125.00
KIMBERLY SHERMO	10.84
LEON SCHOENROCK	95.68
LINDA LARES	100.00
LOCATORS & SUPPLIES INC	1,037.04
LOFFLER	283.41
LOUISE LUND	382.72
LOWMARKUP INC	499.80
MAIRS CHIROPRACTIC INC	168.00
MANKATO MOTORSPORTS LLC	195.10
MARK SOMMERS	90.42
MARVIN PEARSON	94.34
MATHESON	124.68
MAYO CLINIC ST LOUIS MO	253.00
MEGAN KIRBY	49.84
MEI TOTAL ELEVATOR SOLUTIONS	430.55
MICHAEL MOUNTAIN	400.00
MIDWEST MONITORING & SURVEILLANCE	638.43
MINNESOTA TRUCK & EQUIPMENT REPAIR	467.35
MN BUREAU OF CRIMINAL APPREHENSION	510.00
MN COUNTIES COMPUTER COOP	17,656.64
MN SHERIFFS ASSOC	120.00
M-R SIGN COMPANY INC	1,679.91
NAPA AUTO PARTS MPEC	677.31

NCH CORPORATION	145.19
NEW RICHLAND FARM & HOME SUPPLY	39.95
NEWRICH FOODS	11.98
NORTHSTAR COMPUTER FORMS INC	520.65
NUSS TRUCK GROUP INC	1,365.55
ONSOLVE INTERMEDIATE HOLDING CO	700.00
PATTON HOVERSTEN & BERG PA	670.00
PLUNKETT'S PEST CONTROL INC	96.75
POMP'S TIRE SERVICE	300.00
POWERPLAN INC	13,201.76
RAMSEY COUNTY	1,601.69
REGENTS OF UNIVERSITY OF MN	18,814.00
RIVER BEND BUSINESS PRODUCTS	59.62
RS EDEN	316.70
RUSSELL J FREDERICK	83.47
SALAMANDER TECHNOLOGIES LLC	85.00
SANCO EQUIPMENT LLC	2,280.81
SMITH TOLLEFSON RAHRICK & CASS	5,943.80
SPORTSMAN STOP	17.00
STATE MN BUREAU CRIM APPREHEN CJIS	1,270.00
STEELE CO DETENTION CENTER	2,817.50
STEPHANIE ROEMHILDT	87.50
SWANSTON EQUIPMENT CORP	1,697.10
THE SHOP LLC	95.00
THOMPSON SANITATION	19,129.62
THOMSON WEST	496.96
UNIVERSAL RECYCLING TECH LLC	1,831.40
WALDORF WELDING & MACHINE	165.25
WASECA CO AUDITOR-TREASURER	240.24
WASECA HARDWARE LLC	603.05
WASECA HARDWARE LLC	325.94
WINFRIED G LUTZ	275.00
WRIGHT & ASSOCIATES LLC	2,217.80

WASECA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING — APRIL 22, 2021

The Waseca County Board of Commissioners met in special session on Thursday, April 22, 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; Melissa Sexton, Human Resources Manager; Alan Forsberg, Interim County Engineer; Samantha Strand, Human Resources Technician; and Gary Weirs, David Drown & Associates.

Chair Malterer called the meeting to order at 12:13 p.m. Roll call was taken and the Pledge of Allegiance was recited.

Members reviewed the packet for Engineer candidates and clarified any questions on the information. At 1:00 p.m., the Commissioners moved into interviews with the candidates. Deliberations commenced at 4:00 p.m.

At 4:57 p.m., Harguth moved and Nelson seconded to recess the meeting until April 23, 2021 at 7:00 a.m. Motion carried unanimously.

On Friday, April 23, 2021 at 7:01 a.m. Commissioner Malterer called the meeting back to order.

After discussion, Krause moved and Christopherson seconded to extend an offer of employment to Tim Becker as the Public Works Director and County Engineer. Motion carried unanimously.

Having no further county board business, Harguth moved and Christopherson seconded the motion to adjourn the meeting. Motion carried unanimously and meeting adjourned at 7:56 a.m.

DeAnne Malterer, Chairperson
Waseca County Board of Commissioners

ATTEST:

Tamara J. Spooner, Clerk
Waseca County Auditor/Treasurer

04/28/2021 13:21
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Waseca, MN
Vendor Warrant List Report

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DATE: 05/04/2021 CHECK RUN: C050421 AMOUNT: \$ 122,076.97

APPROVED BY: _____

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Waseca, MN

| DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
3653 A.H. HERMEL COMPANY	1 25257000 6807	00000		EFT	04/28/2021	871084	
		JailCntn		JailCanMis		235.89	
		Invoice Net				235.89	
				CHECK TOTAL		235.89	
1938 ACCESS INFO MANAGEMENT	1 01101000 6452	00000		INV	04/28/2021	8691668	
		Rcrdr		RefBksMatl		1,126.29	
		Invoice Net				1,126.29	
				CHECK TOTAL		1,126.29	
4035 ADVANCED CORRECTIONAL	1 01201217 6268	00000		EFT	04/28/2021	105814	
		ShrfBrdPrs		Medical		3,470.77	
		Invoice Net				3,470.77	
4035 ADVANCED CORRECTIONAL	1 01201217 6268	00000		EFT	04/28/2021	106187	
		ShrfBrdPrs		Medical		-320.76	
		Invoice Net				-320.76	
				CHECK TOTAL		3,150.01	
4915 AMAZON CAPITAL SERVICE	1 01451451 6401	00000		INV	04/28/2021	1G6F-9RW7-L6LL	
		PHNrsng		OffcSuppls		13.48	
		Invoice Net				13.48	
				CHECK TOTAL		13.48	
1143 APG MEDIA OF SOUTHERN	1 01451453 6240	00000		INV	04/28/2021	17948-100778	
		CmEnvrHlth		AdLgNt/Sub		7.56	
		Invoice Net				7.56	
1143 APG MEDIA OF SOUTHERN	1 01107000 6240	00000		INV	04/28/2021	10710-0321	
		P&Z		AdLgNt/Sub		106.56	
		Invoice Net				106.56	
1143 APG MEDIA OF SOUTHERN	1 01041000 6240	00000		INV	04/28/2021	10710-0321_2	
		Aud-Treas		AdLgNtSub		342.29	
		Invoice Net				342.29	
				CHECK TOTAL		456.41	
2401 APH STORES, INC.	1 13340000 6564	00000		INV	04/28/2021	5064050_4/25/21	
	2 13340000 6590	HwyEqMt/Sh		MchVehPrts		600.64	
		HwyEqMt/Sh		TlsShpMat		28.19	
		Invoice Net				628.83	
				CHECK TOTAL		628.83	
2779 BLUE EARTH CO	1 01061061 6262	00000		INV	04/28/2021	17570	
		ITTechnlgy		SftwrSpprt		1,170.00	
		Invoice Net				1,170.00	
2779 BLUE EARTH CO	1 25207000 6660	00000		INV	04/28/2021	17583	
		E911		LsPurE911		3,608.21	
		Invoice Net				3,608.21	
				CHECK TOTAL		4,778.21	

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
240 BLUE EARTH CO HUMAN SE		00000		INV	04/28/2021	16507	
1 01451451 6260		PHNrsng		ProTechSvc		1,186.50	
		Invoice Net				1,186.50	
				CHECK TOTAL		1,186.50	
1713 BOCKS SERVICE INC		00000		INV	04/28/2021	192640	
1 01201223 6471		ShrfEqRepM		Tires		24.00	
		Invoice Net				24.00	
				CHECK TOTAL		24.00	
4943 BOLTON & MENK INC		00000		INV	04/28/2021	266813	
1 13320000 6260		HwyEng/Con		ProTechSvc		1,072.50	
		Invoice Net				1,072.50	
				CHECK TOTAL		1,072.50	
4943 BOLTON & MENK INC		00000		INV	04/28/2021	266812	
1 13330000 6260		HwyMntnc		ProTechSvc		2,000.00	
		Invoice Net				2,000.00	
				CHECK TOTAL		2,000.00	
2366 BOMGAARS SUPPLY		00000		INV	04/28/2021	081-009-5 4/16/21	
1 01521000 6509		CoParks		MntcSppl		224.73	
2 01111000 6602		CHBldgMtc		GrndsImp		76.97	
		Invoice Net				301.70	
				CHECK TOTAL		301.70	
2366 BOMGAARS SUPPLY		00000		INV	04/28/2021	081-007-9 4/16/21	
1 13330000 6503		HwyMntnc		TrffcSgns		184.54	
2 13330000 6559		HwyMntnc		MscRdMat		92.93	
		Invoice Net				277.47	
				CHECK TOTAL		277.47	
4469 BRITTON PLUMBING & HEA		00000		INV	04/28/2021	1000208	
1 01112000 6310		LEBldgMtc		EqRepMtc		1,418.14	
		Invoice Net				1,418.14	
				CHECK TOTAL		1,418.14	
3477 COLE PAPERS INC		00000		INV	04/28/2021	9972271	
1 01111000 6410		CHBldgMtc		CstBldgSpp		36.97	
2 01112000 6410		LEBldgMtc		CstBldgSpp		36.95	
3 01115000 6410		EABldMtc		CstBldgSpp		36.95	
4 01116000 6410		ExtBldMtc		CstBldgSpp		36.95	
5 01117000 6410		HSPHBldgMt		CstBldgSpp		36.95	
		Invoice Net				184.77	
				CHECK TOTAL		184.77	
2765 COMPUTER INFORMATION S		00000		INV	04/28/2021	237105	

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 01061061 6262			ITTechnlgy	SftwrSpprt	1,200.00	
				Invoice Net		1,200.00	
2765	COMPUTER INFORMATION S	00000		INV	04/28/2021	237121	
	1 01061061 6262			ITTechnlgy	SftwrSpprt	2,340.00	
				Invoice Net		2,340.00	
				CHECK TOTAL		3,540.00	
5818	CPS TECHNOLOGY SOLUTIO	00000		EFT	04/28/2021	380160	
	1 01061061 6310			ITTechnlgy	EqRepMtc	98.00	
				Invoice Net		98.00	
				CHECK TOTAL		98.00	
4741	CREATIVE AD SOLUTIONS	00000		INV	04/28/2021	INV-231632	
	1 01002000 6803			Commssnrs	MiscExp	40.69	
				Invoice Net		40.69	
				CHECK TOTAL		40.69	
6174	DORI PAPKE	00000		INV	04/28/2021	4/21/21 STMT	
	1 01002000 6803			Commssnrs	MiscExp	32.40	
				Invoice Net		32.40	
				CHECK TOTAL		32.40	
1007	EMERGENCY AUTOMOTIVE T	00000		INV	04/28/2021	AW030121-1A	
	1 01201201 6670			GenSheriff	Vehicles	276.08	
				Invoice Net		276.08	
1007	EMERGENCY AUTOMOTIVE T	00000		INV	04/28/2021	AW030821-2	
	1 01201201 6670			GenSheriff	Vehicles	982.93	
				Invoice Net		982.93	
				CHECK TOTAL		1,259.01	
4587	FIRST STATE TIRE RECYC	00000		INV	04/28/2021	116688	
	1 19393000 6260			Recycling	ProTechSvc	2,450.19	
				Invoice Net		2,450.19	
				CHECK TOTAL		2,450.19	
8624	FOTH INFRASTRUCTURE &	00000		INV	04/28/2021	72027	
	1 13320000 6260			HwyEng/Con	ProTechSvc	24,453.20	
				Invoice Net		24,453.20	
				CHECK TOTAL		24,453.20	
8336	METRO FURNITURE SOLUTI	00000		INV	04/28/2021	709296	
	1 01111000 6401			CHBldgMtc	OffcSuppls	2,160.00	
				Invoice Net		2,160.00	
				CHECK TOTAL		2,160.00	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3313643	
	1 01252000 6401			CrtSvcs	OffcSuppls	6.24	
				Invoice Net		6.24	

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CASH ACCOUNT: 99000000 1001

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CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3319949	
	1 01091000 6401	Attrny		OffcSuppls		155.92	
		Invoice Net				155.92	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3318633	
	1 01602000 6401	Extsn		OffcSuppls		53.08	
		Invoice Net				53.08	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3311760	
	1 25259000 6401	PermtCrry		OffcSuppls		27.89	
		Invoice Net				27.89	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3316732	
	1 01041000 6401	Aud-Treas		OffcSuppls		27.92	
		Invoice Net				27.92	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3321607	
	1 01252000 6401	CrtSvcs		OffcSuppls		20.02	
		Invoice Net				20.02	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3319625	
	1 13310000 6401	HwyAdmin		OffcSuppls		15.77	
		Invoice Net				15.77	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3322919	
	1 25259000 6401	PermtCrry		OffcSuppls		29.40	
		Invoice Net				29.40	
235	INNOVATIVE OFFICE SOLU	00000		INV	04/28/2021	IN3325735	
	1 25259000 6401	PermtCrry		OffcSuppls		10.90	
		Invoice Net				10.90	
				CHECK TOTAL		347.14	
4687	JONES HAUGH & SMITH	00000		INV	04/28/2021	41759	
	1 41610000 6260	Ditch		ProTechSvc		9,360.00	
		Invoice Net				9,360.00	
				CHECK TOTAL		9,360.00	
1237	MIDWEST MOTOR SUPPLY C	00000		INV	04/28/2021	200661 4/21 INVOICES	
	1 13340000 6565	HwyEqMt/Sh		OthRepSppl		5,006.30	
		Invoice Net				5,006.30	
				CHECK TOTAL		5,006.30	
1410	L & L STREET ROD & SPO	00000		INV	04/28/2021	3107	
	1 01201201 6670	GenSheriff		Vehicles		625.00	
		Invoice Net				625.00	
1410	L & L STREET ROD & SPO	00000		INV	04/28/2021	3185	
	1 01103000 6260	Assr		ProTechSvc		600.00	
		Invoice Net				600.00	
				CHECK TOTAL		1,225.00	
719	LITTLE FALLS MACHINE I	00000		INV	04/28/2021	361191	
	1 13340000 6564	HwyEqMt/Sh		MchVehPrts		1,231.29	
		Invoice Net				1,231.29	

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	1,231.29
83	LOWER 48 TRANSPORT SER	00000		INV	04/28/2021	21621	
1	19393000 6260			Recycling	ProTechSvc	746.56	
				Invoice Net		746.56	
						CHECK TOTAL	746.56
4315	M-R SIGN COMPANY INC	00000		INV	04/28/2021	211699	
1	13330000 6503			HwyMntnc	TrffcSgns	137.75	
				Invoice Net		137.75	
						CHECK TOTAL	137.75
1706	MACATFO (MN ASSOC CO A	00000		INV	04/28/2021	2021 SUMMER CONF	
1	01041000 6241			Aud-Treas	CnfTrngRgD	60.00	
				Invoice Net		60.00	
						CHECK TOTAL	60.00
1952	MEGAN KIRBY	00000		INV	04/28/2021	4/22/21 STMNT	
1	01451457 6334			PHP	Mileage	17.36	
				Invoice Net		17.36	
						CHECK TOTAL	17.36
5666	MN HIGHWAY SAFETY & RE	00000		INV	04/28/2021	629430-8450	
1	01201214 6339			ShrfTrng	RegCsts	1,650.00	
				Invoice Net		1,650.00	
						CHECK TOTAL	1,650.00
268	MN.IT SERVICES	00000		INV	04/28/2021	DV21030412	
1	01061061 6260			ITTechnlgy	ProTechSvc	1,300.00	
				Invoice Net		1,300.00	
						CHECK TOTAL	1,300.00
478	NACCHO	00000		INV	04/28/2021	271362	
1	01451451 6241			PHNrsng	CnfTrngRgD	260.00	
				Invoice Net		260.00	
						CHECK TOTAL	260.00
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-56N 3	
1	01014000 6261			CrtAdmnCo	CrtAptAtty	110.00	
				Invoice Net		110.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-53N 3	
1	01014000 6261			CrtAdmnCo	CrtAptAtty	145.00	
				Invoice Net		145.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-52N 3	
1	01014000 6261			CrtAdmnCo	CrtAptAtty	275.00	
				Invoice Net		275.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-55N 3	

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	30.00	
				Invoice Net		30.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-48N 3	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	360.00	
				Invoice Net		360.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-63N 2	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	460.00	
				Invoice Net		460.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-68N 1	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	610.00	
				Invoice Net		610.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-57N 2	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	10.00	
				Invoice Net		10.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-61N 3	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	10.00	
				Invoice Net		10.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-62N 2	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	235.00	
				Invoice Net		235.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-67N 1	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	220.00	
				Invoice Net		220.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-69N 1	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	110.00	
				Invoice Net		110.00	
269	PATTON HOVERSTEN & BER	00000		INV	04/28/2021	33221-70N 1	
	1 01014000 6261			CrtAdmnCo	CrtAptAtty	415.00	
				Invoice Net		415.00	
				CHECK TOTAL		2,990.00	
2813	PEMBERTON, SORLIE, RUFER	00000		INV	04/28/2021	20176309-000M 28	
	1 01065000 6260			HumnRsrcs	ProTechSvc	483.50	
				Invoice Net		483.50	
				CHECK TOTAL		483.50	
333	BARBARA J. BUKER	00000		INV	04/28/2021	17307	
	1 25259000 6401			PermtCrry	OffcSuppls	269.90	
				Invoice Net		269.90	
333	BARBARA J. BUKER	00000		INV	04/28/2021	17335	
	1 01602000 6401			Extsn	OffcSuppls	59.60	
				Invoice Net		59.60	
333	BARBARA J. BUKER	00000		INV	04/28/2021	17317	
	1 01042000 6401			LicBureau	OffcSuppls	361.10	
				Invoice Net		361.10	
				CHECK TOTAL		690.60	

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Waseca, MN

| DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
871 RAMSEY COUNTY		00000		INV	04/28/2021	MEDEX-029369	
1 01211000 6260		Coroner		ProTechSvc		1,804.00	
		Invoice Net				1,804.00	
				CHECK TOTAL		1,804.00	
8625 RINK SYSTEMS		00000		INV	04/28/2021	075966	
1 13330000 6503		HwyMntnc		TrffcSgns		380.00	
		Invoice Net				380.00	
				CHECK TOTAL		380.00	
1934 RIVER BEND BUSINESS PR		00000		INV	04/28/2021	522745	
1 01062000 6341		CenSvcs		CopierMain		89.03	
		Invoice Net				89.03	
1934 RIVER BEND BUSINESS PR		00000		INV	04/28/2021	522744	
1 01062000 6341		CenSvcs		CopierMain		506.16	
		Invoice Net				506.16	
1934 RIVER BEND BUSINESS PR		00000		INV	04/28/2021	522862	
1 01062000 6341		CenSvcs		CopierMain		28.98	
		Invoice Net				28.98	
1934 RIVER BEND BUSINESS PR		00000		INV	04/28/2021	522863	
1 01062000 6341		CenSvcs		CopierMain		46.84	
		Invoice Net				46.84	
				CHECK TOTAL		671.01	
2380 MJB HANSEN FAMILY LP		00000		INV	04/28/2021	102786	
1 01062000 6341		CenSvcs		CopierMain		1,271.24	
		Invoice Net				1,271.24	
				CHECK TOTAL		1,271.24	
8316 RIVER VALLEY FORENSIC		00000		INV	04/28/2021	1440	
1 01211000 6260		Coroner		ProTechSvc		1,250.00	
		Invoice Net				1,250.00	
				CHECK TOTAL		1,250.00	
1775 SOUTH CENTRAL SERVICE		00000		INV	04/28/2021	20279	
1 13340000 6611		HwyEqMt/Sh		BldgImp		2,136.16	
		Invoice Net				2,136.16	
				CHECK TOTAL		2,136.16	
2668 SOUTHERN MINNESOTA INS		00000		INV	04/28/2021	17433	
1 13330000 6241		HwyMntnc		CnfTrngRgd		1,754.15	
		Invoice Net				1,754.15	
				CHECK TOTAL		1,754.15	
2594 STONEBROOKE ENGINEERIN		00000		INV	04/28/2021	00663.36	
1 13320000 6260		HwyEng/Con		ProTechSvc		8,023.88	
		Invoice Net				8,023.88	

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Waseca, MN
| DETAIL INVOICE LIST

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CASH ACCOUNT: 99000000 1001

FNB Checking

CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	8,023.88
1324	STREAMLINE COMMUNICATI	00000		INV	04/28/2021	1194	
1	11118000 6611			GenrlBldg	BldgImp	3,550.00	
				Invoice Net		3,550.00	
1324	STREAMLINE COMMUNICATI	00000		INV	04/28/2021	1196-1202	
1	13340000 6611			HwyEqMt/Sh	BldgImp	20,196.00	
				Invoice Net		20,196.00	
						CHECK TOTAL	23,746.00
2036	SWANSTON EQUIPMENT COR	00000		INV	04/28/2021	P67821	
1	13340000 6564			HwyEqMt/Sh	MchVehPrts	116.97	
				Invoice Net		116.97	
						CHECK TOTAL	116.97
2644	TEXAS REFINERY CORP	00000		INV	04/28/2021	217603	
1	13340000 6561			HwyEqMt/Sh	Oil&Grease	448.00	
				Invoice Net		448.00	
						CHECK TOTAL	448.00
519	THE SHOP LLC	00000		INV	04/28/2021	22201	
1	13340000 6310			HwyEqMt/Sh	EqRepMtc	599.00	
2	13340000 6564			HwyEqMt/Sh	MchVehPrts	291.93	
				Invoice Net		890.93	
						CHECK TOTAL	890.93
2934	ULINE	00000		INV	04/28/2021	132475740	
1	19392000 6401			SpecWM	OffcSuppls	1,370.43	
				Invoice Net		1,370.43	
2934	ULINE	00000		INV	04/28/2021	132555860	
1	13340000 6565			HwyEqMt/Sh	OthRepSppl	871.58	
				Invoice Net		871.58	
2934	ULINE	00000		INV	04/28/2021	132316808	
1	13340000 6565			HwyEqMt/Sh	OthRepSppl	489.54	
				Invoice Net		489.54	
						CHECK TOTAL	2,731.55
2386	WASECA CLARKS GROVE VE	00000		INV	04/28/2021	213853	
1	01062000 6260			CenSvcs	ProTechSvc	459.89	
				Invoice Net		459.89	
						CHECK TOTAL	459.89
=====							
87 INVOICES						CHECK RUN TOTAL	122,076.97
						CASH ACCOUNT BALANCE	122,076.97
							9,810,704.47
=====							

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| Waseca, MN
| CHECK RUN SUMMARY

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CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
01	01002000	County Commissione	01-002-010-000-0000-0000-6803-	Miscellaneous Expense	73.00	-143.04
01	01014000	Court Admin Waseca	01-014-010-000-0000-0000-6261-	Court Appointed Attorn	2,990.00	3,139.60
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6240-	Advertising/Legal Noti	342.29	2,742.92
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6241-	Conference/Trainig/Reg	60.00	1,920.00
01	01041000	Auditor-Treasurer	01-041-010-000-0000-0000-6401-	Office Supplies	27.92	2,181.14
01	01042000	License Bureau	01-042-010-000-0000-0000-6401-	Office Supplies	361.10	-457.18
01	01061061	IT Technology	01-061-010-061-0000-0000-6260-	Prof & Tech Services	1,300.00	-8,664.21
01	01061061	IT Technology	01-061-010-061-0000-0000-6262-	Software Support	4,710.00	38,984.67
01	01061061	IT Technology	01-061-010-061-0000-0000-6310-	Equipment Repairs/Main	98.00	-1,266.00
01	01062000	Central Services	01-062-010-000-0000-0000-6260-	Prof & Tech Services	459.89	2,422.18
01	01062000	Central Services	01-062-010-000-0000-0000-6341-	Copier Maintenance	1,942.25	-10,230.54
01	01065000	Human Resources	01-065-010-000-0000-0000-6260-	Prof & Tech Services	483.50	13,749.42
01	01091000	Attorney	01-091-010-000-0000-0000-6401-	Office Supplies	155.92	530.41
01	01101000	Recorder	01-101-010-000-0000-0000-6452-	Reference Books & Mate	1,126.29	601.74
01	01103000	Assessor	01-103-010-000-0000-0000-6260-	Prof & Tech Services	600.00	4,822.50
01	01107000	Planning and Zonin	01-107-010-000-0000-0000-6240-	Advertising/Legal Noti	106.56	1,405.40
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6401-	Office Supplies	2,160.00	-100.08
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6410-	Custodial & Building S	36.97	-163.75
01	01111000	Courthouse Buildin	01-111-010-000-0000-0000-6602-	Grounds Improvements	76.97	778.52
01	01112000	Law Enforcement Bu	01-112-020-000-0000-0000-6310-	Equipment Repairs/Main	1,418.14	2,661.50
01	01112000	Law Enforcement Bu	01-112-020-000-0000-0000-6410-	Custodial/Building Sup	36.95	811.04
01	01115000	East Annex Buildin	01-115-010-000-0000-0000-6410-	Custodial/Building Sup	36.95	-1,132.65
01	01116000	Extension Building	01-116-090-000-0000-0000-6410-	Custodial/Building Sup	36.95	-101.28
01	01117000	Hman Svcs/Pub Hlth	01-117-050-000-0000-0000-6410-	Custodial/Building Sup	36.95	-3,381.51
01	01201201	General Sheriff	01-201-020-201-0000-0000-6670-	Vehicles	1,884.01	-256,453.90
01	01201214	Sheriff Training	01-201-020-214-0000-0000-6339-	Registration Costs	1,650.00	13,641.45
01	01201217	Sheriff Board of P	01-201-020-217-0000-0000-6268-	Medical Costs	3,150.01	4,128.47
01	01201223	Sheriff Eqpmnt Rep	01-201-020-223-0000-0000-6471-	Tires	24.00	-4,284.04
01	01211000	Coroner	01-211-020-000-0000-0000-6260-	Prof & Tech Services	3,054.00	-2,947.75
01	01252000	Court Services	01-252-020-000-0000-0000-6401-	Office Supplies	26.26	1,261.17
01	01451451	Public Health Nurs	01-451-050-451-0000-0000-6241-	Conference/Trainig/Reg	260.00	-1,428.00
01	01451451	Public Health Nurs	01-451-050-451-0000-0000-6260-	Prof & Tech Services	1,186.50	6,673.10
01	01451451	Public Health Nurs	01-451-050-451-0000-0000-6401-	Office Supplies	13.48	-5,197.98
01	01451453	Comm Envirnmntal H	01-451-050-453-0000-0000-6240-	Ad/Leg Notices/Subscri	7.56	91.86
01	01451457	PHP	01-451-050-457-0000-0000-6334-	Mileage	17.36	.00
01	01521000	County Parks	01-521-070-000-0000-0000-6509-	Grounds Maintenance Su	224.73	638.48
01	01602000	Extension	01-602-090-000-0000-0000-6401-	Office Supplies	112.68	1,403.89
				FUND TOTAL	30,287.28	
CASH	ACCOUNT 99000000 1001	BALANCE	9,810,704.47			
11	11118000	General Building	11-118-010-000-0000-0000-6611-	Building Improvements	3,550.00	136,016.96
				FUND TOTAL	3,550.00	
CASH	ACCOUNT 99000000 1001	BALANCE	9,810,704.47			
13	13310000	Highway Administra	13-310-030-000-0000-0000-6401-	Office Supplies	15.77	542.41

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| Waseca, MN
| CHECK RUN SUMMARY

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CHECK RUN: C050421 05/04/2021

DUE DATE: 04/28/2021

FUND	ORG		ACCOUNT		AMOUNT	AVLB	BUDGET
13	13320000	Hwy Engineering/Co	13-320-030-000-0000-0000-6260-	Prof & Tech Services	33,549.58	297,333.84	
13	13330000	Highway Maintenanc	13-330-030-000-0000-0000-6241-	Conference/Trainig/Reg	1,754.15	68.75	
13	13330000	Highway Maintenanc	13-330-030-000-0000-0000-6260-	Prof & Tech Services	2,000.00	-19,991.91	
13	13330000	Highway Maintenanc	13-330-030-000-0000-0000-6503-	Traffic Signs	702.29	-3,494.51	
13	13330000	Highway Maintenanc	13-330-030-000-0000-0000-6559-	Other Misc Road Materi	92.93	-32,757.39	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6310-	Equipment Repairs/Main	599.00	4,818.00	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6561-	Oil & Grease	448.00	-28.36	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6564-	Machinery/Vehicle Part	2,240.83	-3,045.95	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6565-	Other Repair Supplies	6,367.42	4,400.10	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6590-	Tools & Shop Materials	28.19	-4,571.42	
13	13340000	Hwy Equipment Main	13-340-030-000-0000-0000-6611-	Building Improvements	22,332.16	30,601.81	
FUND TOTAL					70,130.32		
CASH	ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
19	19392000	Special Waste Mana	19-392-040-000-0000-0000-6401-	Office Supplies	1,370.43	-78.10	
19	19393000	Recycling	19-393-040-000-0000-0000-6260-	Prof & Tech Services	3,196.75	2,833.15	
FUND TOTAL					4,567.18		
CASH	ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
25	25207000	E911	25-207-020-000-0000-0000-6660-	Lse/Purch Maint 911 Re	3,608.21	4,995.09	
25	25257000	Jail Canteen	25-257-020-000-0000-0000-6807-	Jail Canteen Miscellan	235.89	1,275.06	
25	25259000	Permit To Carry	25-259-020-000-0000-0000-6401-	Office Supplies	338.09	-5,388.04	
FUND TOTAL					4,182.19		
CASH	ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
41	41610000	Ditch	41-610-090-000-0000-0000-6260-	Prof & Tech Services	9,360.00	-64,054.17	
FUND TOTAL					9,360.00		
CASH	ACCOUNT	99000000	1001	BALANCE	9,810,704.47		
CHECK RUN SUMMARY TOTAL					122,076.97		
GRAND TOTAL					122,076.97		

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



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

Waseca County Lakes Promotion

Meeting Date: May 4, 2021
Item Type: ☒ Consent ☐ Action
Department: Recorder's Office
Contact: Linda Karst
Contact Phone: 507-835-0671
Prepared by: Linda Karst

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

PURPOSE/ACTION REQUESTED

Approval of Beacon and Trimin purchases.

SUMMARY

Waseca County Lakes Promotion

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners approve the following from the compliance fund.

EXPLANATION OF FISCAL/FTE IMPACTS

Request approval of the following purchases: Beacon \$3,240.00 and Trimin \$13,550.00.

Supporting Documents:

Attachment A:

Attachment B:

Previous Board Action(s):

Resolution #



Dear Travis,

Thank you for your interest in adding additional features to your **Beacon** site. Below you will find a description and pricing. Please feel free to call or email me if you have any questions.

- **TriMin LandShark Integration Module**

PROFESSIONAL will add an integrated TriMin LandShark module to reports on CLIENT's **Beacon** site which will allow users to open CLIENT's LandShark system and view all documents that are related to the parcel they have selected.

One time Setup Pricing

Cost	
Setup - TriMin LandShark Integration Module	
Total Setup:	\$3,240.00

Proposal valid for 60 days from delivery

Sincerely,



Mollie O'Dell | Technical Sales Representative
Schneider Geospatial
Direct (515) 446-9695
modell@schneidergis.com



WASECA COUNTY LAKES PROMOTION

April 1, 2021

Inclusions:

- Fraud Detection (Land Notification Application)
- Credit Card integration and set up for LandShark usage
- Ability to auto-transfer images in bulk (Image Mover Application)
- Integration to GIS, including LandShark Map and enabling the GIS button in LandShark

	Promotional Pricing	Standard Pricing	Savings with Promo
Software	\$6,500	\$11,500	\$5,000
Services	\$6,400	\$6,400	\$0
Support	\$650	\$2,300	\$1,650
Total	\$13,550	\$20,200	\$6,650
5 year savings			\$13,250

Confidentiality Statement: This proposal includes pricing and confidential corporate information that may not be duplicated, used, or disclosed—in whole or in part—for any purpose other than evaluating this proposal.



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

2020 Emergency Management Performance Grant

Meeting Date: April 4, 2021
Item Type: ☒ Consent ☐ Action
Department: Emergency Management
Contact: Denise Wright
Contact Phone: 507-835-0694
Prepared by:

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

PURPOSE/ACTION REQUESTED

County Board Chair signature on Emergency Management Performance Grant contract agreement.

SUMMARY

Waseca County Emergency Management has been awarded \$19,289.00 for the 2020 EMPG (Emergency Management Performance Grant) by Minnesota Homeland Security and Emergency Management. This grant requires a 5-% match and goes toward Emergency Management wages.

RECOMMENDATION

Emergency Management would recommend the County Board Chair sign the EMPG Grant Agreement.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Supporting Documents:

Attachment A: Grant agreement
Attachment B:

Previous Board Action(s):

Resolution #



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	Grant Program: 2020 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2020-WASECACO-083
Grantee: Waseca County 122 3rd Avenue NW Waseca, MN 56093-2432	Grant Contract Agreement Term: Effective Date: 01/01/2020 Expiration Date: 05/31/2021
Grantee’s Authorized Representative: Waseca County Emergency Management Denise Wright – Emergency Management Director 122 3rd Avenue NW Waseca, MN 56093-2432 Phone: 507-835-0694 E-mail: denise.wright@co.waseca.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 19,289.00 Matching Requirement \$ 19,289.00
State’s Authorized Representative: Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2020-EP-00006 State Funding: None Special Conditions: Period of performance for eligible activities is 1/1/2020 to 12/31/2020 in accordance with the federal DPS/HSEM FFY-2020 EMPG FEMA Work Plan.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2020 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2020-WASECACO-083 / PO# 3000072712

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

↑ BOARD CHAIR
← ATTEST TAMMY

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2020 (EMPG) Emergency Management Performance Grant

EXHIBIT A

Organization:
Waseca County

Budget Summary (Report)

A-EMPG-2020-WASECACO-083

Budget		
Budget Category	Award	Match
Organization		
EM wages and fringe benefits	\$19,289.00	\$19,289.00
Total	\$19,289.00	\$19,289.00
Total	\$19,289.00	\$19,289.00
Allocation	\$19,289.00	\$19,289.00
Balance	\$0.00	\$0.00



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

Local Aquatic Invasive Species Prevention Aid Grant Awards

Meeting Date:	May 4, 2021	Fiscal/FTE Impact:
Item Type:	☒ Consent ☐ Action	☐ None
Department:	Planning and Zoning	☒ Current budget
Contact:	Byron, Haley	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0615	☐ Other
Prepared by:	Byron, Haley	☐ Amendment Requested

PURPOSE/ACTION REQUESTED

Approve and sign grant contract with the Reeds Lake Association

SUMMARY

At the December 1, 2020 Board of the Commissioners meeting the *2021 Waseca County Aquatic Invasive Species Prevention Plan*, including the projected budget for 2021 was approved. This included \$10,000 for the Waseca County Local AIS Prevention Aid Grant program. The 2021 request for proposals to complete actions outlined in the AIS plan was published on the County website and sent to lake associations. Reeds Lake Association was selected to receive an award for \$3,850 for the chemical treatment of aquatic invasive plants in Reeds Lake. Waseca Lakes Association was also selected for an award and the contract will be placed on the consent agenda when signed by the lake association.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioner approves the contract with Reeds Lake Association.

EXPLANATION OF FISCAL/FTE IMPACTS

The \$3,850 is from the Planning and Zoning Aquatic Invasive Species fund (annual allocations granted by the Minnesota Department of Natural Resources)

Grant Agreement

THIS AGREEMENT, made this 4th day of May, 2021 between Waseca County, a political subdivision of the State of Minnesota (hereinafter the "County") and Reeds Lake Association, a 501(c) 3 non-profit organization (hereafter the "Association").

WITNESSETH

WHEREAS, the County has received Local Aquatic Invasive Species Prevention Aid and was delegated authority by the Minnesota Department of Natural Resources (DNR) to administer services to prevent the spread of aquatic invasive species (AIS) throughout Waseca County; and

WHEREAS, the County wishes to enter into an agreement with the Association to prevent the introduction or limit the spread of AIS at all access sites within the county in accordance with MN Statutes 477A.19 and the 2021 Waseca County AIS Prevention Plan; and

WHEREAS, the Association affirms that it has the training, experience, and knowledge to undertake the project proposed in its application for funding.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the County and the Association agree as follows:

1. This agreement will be considered effective May 4, 2021 and will continue through December 31, 2021, following submittal all of: fiscal distributions, timeline and detail of actions implemented, and a report summarizing entities involved and success indicators, unless sooner completed or terminated as provided herein.
2. The Association will provide services consistent with the submitted 2021 Waseca County Local AIS Prevention Aid Grant Application, as indicated in Attachment A to this agreement, at the locations approved by the County and local MN DNR AIS Specialist.
3. The Association will be responsible for project costs in excess of the award granted by the County, and completion of the project as described in 2 above.
4. The Association will provide all personnel needed to complete the project and activities under this agreement. The Association will appoint a person responsible for the overall administration of services and communication with the County.
5. The County will review payment requests using the appropriate contract performance measurements for the Association's application and this Agreement, and will process such requests in a timely manner. Payment will be made directly to the Association's contractor following submittal of an invoice,

spray log, map of area sprayed, and copy of DNR lake survey and permit to the County.

6. The total amount of funding available to the Association under this agreement will not exceed \$3,850. The County will only reimburse the Association's contractor for eligible expenses following the submittal of documents outlined in 5 above. The County agrees to pay invoices within thirty (30) days of receipt of the completion of services or receipt of the appropriate documents, whichever is later.
7. Association's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to MN. Statute 16C.05, subd. 5. The Association agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in process required a longer retention period.
8. To the fullest extent permitted by law, the Association shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from a performance of the work/services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Association, a subcontractor, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
9. The Association agrees to provide a Certificate of Insurance with Waseca County listed as an additional named insured protecting the County for any hazard or peril associated with this execution of the Plan within ten (10) days of execution of this Agreement and prior to commencement of any work under this Agreement.
10. If the Association fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Association's default is excused by the County, the County may upon written notice immediately terminate this Agreement in its entirety.
11. The Association shall abide by all Federal, State and local laws, statutes, ordinances, rule and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs and staff for which the Association is responsible. This Agreement may not be terminated without cause by the County upon thirty (30) days advance written notice to the Association.

This agreement is the final expression of the agreement of the parties and the complete exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

Dated: 4/7/21

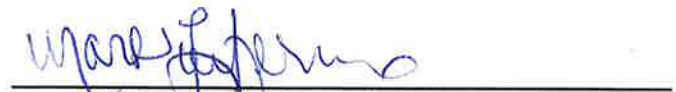


President
Reeds Lake Association

Dated: _____

Chairperson
Waseca County Board of Commissioners

Dated: 4-28-21



Mark Leiferman, Administrator
Waseca County Planning and Zoning



2021 WASECA COUNTY LOCAL AQUATIC INVASIVE SPECIES PREVENTION AID GRANT REQUEST FOR PROPOSALS

GRANT OVERVIEW

Waseca County is currently offering \$10,000 to cities, lake associations, schools, non-profit organizations, and/or other management agencies within the County for implementation of actions supporting the *2021 Waseca County Aquatic Invasive Species Prevention Plan*. All requests for proposals will be reviewed and awarded by County staff and/or Waseca County Board of Commissioners.

Available Funds: \$10,000

Deadline: 4:30pm Friday, March 26th

ELIGIBLE ACTIVITIES

Actions eligible for funding must prevent the introduction or limit the spread of aquatic invasive species. This includes but is not limited to:

- Expenses related to hosting AIS outreach events
- Training and conferences
- Educational materials
- Watercraft Inspections
- Mechanical, biological, and chemical treatments of AIS
- Research/studies
- Advertising

If a project starts before a grant agreement is executed with the County the grant funds will be forfeited.

CONTACT INFORMATION

For additional information about the grant and aquatic invasive species prevention please contact:

Haley Byron

Water Resource Specialist
Waseca County Planning and Zoning
300 North State St.
Waseca, MN 56093
(507) 835-0615
haley.byron@co.waseca.mn.us

Aquatic Invasive Species Information:

2021 Waseca County AIS Prevention Plan - <https://www.co.waseca.mn.us/353/Aquatic-Invasive-Species>

MN Dept. of Natural Resources - <https://www.dnr.state.mn.us/invasives/ais/index.html>

Minnesota Aquatic Invasive Species Research Center - <https://www.maisrc.umn.edu/>

WASECA COUNTY LOCAL AIS PREVENTION AID

GRANT APPLICATION



APPLICANT INFORMATION	
Organization Name: Reeds Lake Association	
Primary Contact Person: Kristoffer Langlie, AIS Coordinator, Reeds Lake Association	Email Address: klanglie@gmail.com
Mailing Address: RLA (C.O. Kris Langlie), PO Box 177, Elysian, MN, 56028	Phone Number: 507-398-4399
FUNDING REQUEST	
Funds Requested from Waseca County's Local AIS Prevention Aid	\$3850.00
Organizational Match (no match required)	\$
Total Project Cost	\$3850.00
GOAL ADDRESSED IN 2021 WASECA COUNTY AQUATIC INVASIVE SPECIES PREVENTION PLAN <i>check all that apply</i>	
☒ Increase understanding of AIS Associated Risks and Spreading Pathways ☒ Develop and Implement Activities that Address Identified Pathways ☒ Increase Awareness of Participation in Prevention and Management Activities ☐ Broaden Knowledge of the Participation in Early Detection and Rapid Response Activities ☐ Increase County Enforcement Resources ☒ Increase Available Resources and Leverage Partnerships	
PROJECT INFORMATION	
Water Body: Reeds Lake	Water Body ID(s): 81005500
Project Description – what it is, what it will accomplish, and who will be involved: The Reeds Lake Association is requesting funds to combat the infestation of Eurasian Watermilfoil (EWM) and prevent other Aquatic Invasive Species (AIS) in Reeds Lake utilizing several methods: 1) Education of Reeds Lake residents on identification and prevention of AIS, utilizing an electronic community forum, as well as a newsletter that is mailed out annually (organizational contribution). 2) Implement targeted herbicide spraying of EWM (estimated 14 acres at confirmed cost of \$275 per acre) to reduce the pathways with boats. Past experience with EWM in Reeds Lake shows spraying the right herbicide at the right time will stop the growth of EWM allowing recreational use of the lake. Additionally, one pathway for spreading EWM is through fragments as short as 6 inches; and spraying to knock down the growth of EWM prior to July 4th slows spread to this lake and other lakes by reduced exposure to boats chopping up the plants. In 2015, the herbicide treatment was not applied prior to the July 4th weekend. Citizens experienced great difficulty in navigating the lake on the holiday weekend. The following years of 2016, 2017, 2018, and 2019 were much better with spraying taking place in June. Again in 2020, due to delays in DNR field confirmation associated with COVID-19, the herbicide treatment was shortly after July 4th weekend. Citizens again experienced difficulty navigating the lake, and there were many short fragments of EMW capable of spreading to other lakes if proper Clean/Drain/Dry practices were not followed by boaters. To ensure a successful herbicide treatment, Reeds Lake Association will conduct an Aquatic Plant Survey prior to recommending treatment areas and completing the Minnesota Department of Natural Resources (MnDNR) Permit Application (organizational contribution). Treatment areas will be prioritized based on boat traffic exposure, then by density of EWM.	

(continued)

The people involved will be The Reeds Lake Association Board of Directors, the residents of Reeds Lake, the MnDNR AIS Specialist, the Waseca County Water Resources Specialist, and Lakescapes, LLC of Waterville, MN.

Will this project require federal, state, or local permits? If yes, please explain:

Yes, a MN Department of Natural Resources (MnDNR) Invasive Aquatic Plant Management Permit will be required for spraying herbicide on areas infested with Eurasian Watermilfoil.

Timeline/Budget:

May-August 2021	Educate lake residents in the identification and prevention of EWM.
June 2021	Observe current growth patterns of EWM and prioritize areas for treatment.
June 2021	File for permit with MnDNR.
June 2021	Contract with Lakescapes LLC to spray herbicide on infested areas approved by the MnDNR.

APPLICATION SIGNATURE

Applicant Name:
Kristoffer Langlie

Applicant Signature:



Date:

March 23, 2021

SUBMITTAL INFORMATION

Due: Friday, March 26, 2021 by 4:30pm

Applications must be submitted to:

Waseca County Planning and Zoning
ATTEN: Water Resource Specialist
300 North State
Waseca, MN 56093

or, emailed in PDF format to:
haley.byron@co.waseca.mn.us



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

Public Hearing for Licensed Establishment Fees

Meeting Date: 5/4/21
Item Type: ☐ Consent ☒ Action
Department: Public Health
Contact: Sarah Berry
Contact Phone: 507-835-0656
Prepared by: Sarah Berry

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

PURPOSE/ACTION REQUESTED

Conduct a Public Hearing regarding the adjustment of fees for establishments licensed through our delegations from the Minnesota Department of Health to reflect the motion passed by the Community Health Board.

SUMMARY

At the April 6, 2021 Le Sueur – Waseca Community Health Board meeting, a motion was passed to reduce the license fees for the time period 6/1/21 – 5/31/22 to 75% of the annual fee. A public hearing is scheduled and has been publicly posted since 4/22/21 as required to make this change.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioner hear the concerns of the public, and taking their comments into consideration, act on the proposal at the close of the hearing.

EXPLANATION OF FISCAL/FTE IMPACTS

As proposed, it would result in a reduction of revenue for 2021 from an estimate of \$45,286 to \$33,964. An estimated loss of \$11,322.

Supporting Documents:

Attachment A:
Attachment B:

Previous Board Action(s):

Resolution # 2021-21

RESOLUTION # 2021-21

WHEREAS, Ordinance 104, the Food and Beverage Ordinance, Ordinance 100, the Lodging Ordinance, Ordinance 103, the Public Swimming Pool Ordinance, Ordinance 101, the Youth Camp Ordinance, and Ordinance 102, the Mobile Home Park/Recreational Camping Area Ordinance, provide for the licensing of food service establishments, lodging establishments, and mobile home parks and recreational camping areas; and

WHEREAS, Ordinance 104, Ordinance 100, Ordinance 103, Ordinance 101, and Ordinance 102 all provide that the County Board of Commissioners shall, by resolution, establish the license fees and penalty fees of such establishments; and

WHEREAS, the Le Sueur-Waseca Community Health Board passed a motion to implement the Minnesota Department of Health fee schedule and any subsequent adjustments, with the exception of adjustments made during the COVID-19 Emergency of 2020.

THEREFORE BE IT RESOLVED, that the annual fees shall be charged at 75% as per Minnesota Statute 157.16, effective for the license period ending May 31, 2022; and shall return to 100% as per Minnesota Statute 157.16, effective for licenses effective June 1, 2022 or later

BE IT FURTHER RESOLVED, that the following procedures shall apply to food service establishments, beverage service establishments, lodging establishments, and mobile home parks/recreational camping areas:

- a) License category definitions shall follow those of the Minnesota Department of Health.
- b) The license period shall run from June 1 through May 31 of the following year, with the exception of licenses for Board and Lodging facilities who also hold Housing with Services Licenses. These licenses are extended to July 31, 2021 until the State of Minnesota assumes licensure of these facilities under Minnesota Statute 144G.
- c) A late fee shall be added when application is made and license fee paid on or after June 1 or after the first date of opening.
- d) The license fee for a new operator purchasing an establishment previously licensed in this license year is one-half the annual license fee, plus any penalty that may be required.
- e) The license fee for operators opening on or after March 1 is one-half the appropriate license fee, plus any penalty fee that may be required. In no case shall the fee be reduced lower than one-half the regular annual fee.
- f) A re-inspection fee equal to the base fee shall be assessed for each subsequent inspection to establishments which are deemed necessary to visit a third or fourth time in less than 12 months due to a failure to comply with corrective orders issued during previous inspections.
- g) As the Minnesota Department of Health Food, Beverage and Lodging and Mobile Home Park and Recreational Camping Area fee schedules are revised, so shall the corresponding Waseca County fees.

PASSED AND APPROVED THIS 4TH DAY OF MAY 2021

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer
April 29, 2021



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

South Country Health Alliance Delegation Agreement

Meeting Date:	5/4/21	Fiscal/FTE Impact:	☒ None
Item Type:	☒ Consent ☐ Action	☐ Current budget	
Department:	Public Health	☐ New FTE(s) Requested	
Contact:	Sarah Berry	☐ Other	
Contact Phone:	507-835-0656	☐ Amendment Requested	
Prepared by:	Sarah Berry		

PURPOSE/ACTION REQUESTED

Review amendment to South Country Health Alliance Delegation Agreement

SUMMARY

SCHA has requested our review and approval of an amendment to the existing delegation agreement. There are 2 adjustments to the agreement. The addition and clarification of language around the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the modification of the Exhibit language referenced in Section 10 of the agreement.

RECOMMENDATION

Waseca County Staff recommends approval of the amendment. The County Attorney's Office has reviewed the amendment and had no concerns.

EXPLANATION OF FISCAL/FTE IMPACTS

NA

Supporting Documents:

Attachment A: WasecaCounty Amendment to 2020
Delegation agreement.pdf

Previous Board Action(s):

Resolution #

Attachment B: 2020 - SIGNED delegation
agreement Waseca.pdf

Amendment to 2020 Delegation Agreement

This Amendment to the 2020 Delegation Agreement is entered into by and between Waseca County Public Health (“Delegated Entity”) and South Country Health Alliance (“SCHA”) as of April 1, 2021.

The parties agree to the changes as followed:

1. Section 6.9 is replaced in its entirety with:

6.9 Delegated Entity recognizes and agrees that it is obligated by law to meet the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164 (“HIPAA”), including the safeguarding of individuals’ Protected Health Information (“PHI”), and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 (“ARRA”) and any implementing regulations that may be enacted, as detailed in the Business Associate Agreement (Exhibit E) attached to this Agreement.

2. Section 10 is replaced in its entirety with:

The parties agree that SCHA will pay Delegated Entity those rates specified in Exhibit D for the services rendered by Delegated Entity pursuant to this agreement.

3. Addition of attached Exhibit E – Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

The parties have executed the Amendment to the 2020 Delegation Agreement as of the effective date stated above.

DELEGATED ENTITY: Waseca County By: _____	SOUTH COUNTRY HEALTH ALLIANCE By: _____
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Exhibit E
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between South Country Health Alliance, located at 2300 Park Drive, Owatonna, Minnesota 55060 ("Covered Entity") and Waseca County, located at 1000 W Elm Avenue, Waseca, MN 56093, ("Business Associate") is effective January 1, 2020.

WHEREAS, Covered Entity has entered into a contractual agreement with Business Associate that requires Business Associate to perform certain services on behalf of Covered Entity that may require Business Associate to create, receive, maintain, or transmit Protected Health Information, as such term is defined in the Health Insurance Portability and Accountability Act of 1996, Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160 and 164 ("HIPAA Rules") including all current and subsequent amendments.

WHEREAS, HIPAA and its implementing regulations require that Covered Entity and Business Associate enter into an agreement to ensure that Business Associate will appropriately safeguard Protected Health Information, as such term is defined under the HIPAA Rules.

WHEREAS, Covered Entity and Business Associate desire to conduct their relationship and services in compliance with HIPAA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties to this Agreement hereto agree as follows:

1. DEFINED TERMS.

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Business Associate" shall have the meaning given to such term at 45 CFR Section 160.103, and in reference to this Agreement, shall mean Waseca County.
- c. "Covered Entity" shall have the meaning given to such term at 45 CFR Section 160.103, and in reference to this Agreement, shall mean South Country Health Alliance.
- d. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

- 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to:
- a. Not Use or Disclose PHI other than as permitted or required by this Agreement to perform its services under the 2020 Delegation Agreement or as required by law.
 - b. Use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to preserve the integrity and confidentiality of PHI, and to prevent Use or Disclosure of PHI other than as provided for by the HIPAA Rules and this Agreement.
 - c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR 164.410, any breach under state law, and any Security Incident of which it becomes aware. Such incidents shall be reported without delay, but in no event later than five (5) business days from the date the incident was discovered by the Business Associate. Notification from Business Associate to Covered Entity must include information regarding individuals affected and number of individuals affected, description of the Breach or situation, types of PHI involved, steps taken by Business Associate to investigate, mitigate and protect against similar future incidents, and contact information for the individual who is reporting the incident to Covered Entity. Covered Entity reserves the right to make further inquiries or request further action related to the reported incident. Reporting requirements related to the incident shall be handled by Covered Entity unless Covered Entity, at its option, delegates this responsibility to Business Associate. Business Associate shall be required to pay all reasonable costs of investigations related to improper use or disclosure, Breach or Security Incidents and all reasonable costs of any resulting required notifications.
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to PHI. Business Associate is not in compliance with the HIPAA Rules if it knew of a pattern of activity or practice of a Subcontractor that constitute a material breach or violation of the subcontractor's obligation under its contract with Business Associate or other arrangement, unless Business Associate took reasonable steps to cure the breach or end the violation, and if such steps were unsuccessful terminated the Subcontractor or arrangement, if feasible.
 - e. Make available PHI in a Designated Record Set to Covered Entity in order to timely meet Covered Entity's obligations under 45 CFR 164.524. Any request received by Business Associate from an Individual who is requesting access to a Designated Record Set shall be promptly forwarded to Covered Entity. Promptly make any amendment(s) to PHI in a Designated Record Set as directed or agreed to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations timely under 45 CFR 164.526. Any request received by Business Associate from an Individual who is requesting amendment to a Designated Record Set shall be promptly forwarded to Covered Entity.

- f. Maintain a system of documentation to make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. Any request received by Business Associate from an Individual who is requesting an accounting of disclosures shall be promptly forwarded to Covered Entity.
- g. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, the HIPAA Privacy Rule, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- h. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services or his or her designee, in a reasonable time and manner for the purpose of permitting the Secretary to determine compliance with the HIPAA Rules.

3. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- a. Business Associate may Use or Disclose PHI as permitted by HIPAA as necessary to perform the services set forth in the 2020 Delegation Agreement between Covered Entity and Business Associate.
- b. Business Associate may Use or Disclose PHI as Required by Law.
- c. Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the minimum necessary standards at 45 CFR 164.502(b) and Covered Entity's policies regarding minimum necessary.
- d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below:
 - (1) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (2) Business Associate may Disclose PHI for the proper management and administration of Business Associate, provided that Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (3) Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

4. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

- a. Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitations may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use and Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity will not knowingly request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except Business Associate may Use or Disclose PHI for data aggregation or management and administrative activities of Business Associate as described in Section 3 of this Agreement

6. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement and the obligations herein will be deemed effective as of the date of this Agreement and will terminate when the 2020 Delegation Agreement between Covered Entity and Business Associate terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section 6.
- b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- c. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that Business Associate still maintains in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3 paragraphs (d) which applied prior to termination; and
 - (5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.
- b. **Amendment.** The parties will take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- d. **Indemnification.** Business Associate will indemnify, defend and hold harmless Covered Entity and its employees from and against any and all claims, penalties, legal actions, liabilities, damages, expenses (including, for example, breach reporting expenses and mitigation, such as credit monitoring), settlements, or costs (including reasonable attorneys' fees) that may arise from (i) the negligence or willful misconduct of Business Associate or its employees, subcontractors or agents in the performance of this Agreement; (ii) from Business Associate's failure to perform its obligations under this Agreement; or (iii) from any improper use or disclosure of PHI that occurred while it was in the hands of Business Associate or its subcontractors or agents.
- e. **Penalties.** Business Associate shall comply with the HIPAA Rules standards and regulations and understands that Business Associate is subject to all regulatory rules and related penalties as set forth in the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement to be effective as of the date written above.

SOUTH COUNTRY HEALTH ALLIANCE

WASECA COUNTY PUBLIC HEALTH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2020 DELEGATION AGREEMENT

THIS DELEGATION AGREEMENT effective January 1, 2020 by and between Waseca County Public Health ("Delegated Entity") and South Country Health Alliance ("SCHA").

WHEREAS, South Country Health Alliance desires to delegate the provision of certain services described herein to Delegated Entity; and

WHEREAS, Delegated Entity desires to provide the delegated services described herein in accordance with SCHA policies and procedures and in compliance with applicable federal and state laws, regulations, and National Committee for Quality Assurance (NCQA) accreditation standards;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1 DEFINITIONS

The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

- 1.1 **Action:** 1) the denial or limited authorization of a requested service, including the type or level of service; 2) the reduction, suspension, or termination of a previously authorized service; 3) the denial, in whole or in part of payment for a service; 4) the failure to provide services in a timely manner; 5) the failure of the MCO to act within the timeframes identified; 6) for a resident of a rural area with only one MCO, the denial of a member's request to exercise his or her right to obtain services outside the network.
- 1.2 **Agreement:** This Agreement, including any schedules or other attachments hereto, all as presently in effect or as hereafter amended.
- 1.3 **Appeal:** The oral or written request from the member, or the Provider acting on behalf of the member with the member's written consent to the MCO for review of an Action. An appeal may be expedited if the member's medical condition requires a decision within 3 days.
- 1.4 **Care Coordination:** The assignment of an individual who coordinates the provision of all Medicare and Medicaid health and long-term care services for members, and who coordinates services to a member among different health and human service professionals and across settings of care. The individual must be a social worker, public health nurse, registered nurse, physician assistant, nurse practitioner or physician.
- 1.5 **Case Management:** The coordination of care and services provided to members to facilitate appropriate delivery of care and services. It involves comprehensive assessment

of the member's condition; determination of available benefits and resources; and development and implementation of a case management plan with performance goals, monitoring and follow-up.

- 1.6 **Care Transition:** The movement of a member from one care setting to another as the member's health status changes; for example, moving from home to a hospital as the result of an exacerbation or a chronic condition or moving from the hospital to a rehabilitation facility after surgery.
- 1.7 **Care Transition, Planned:** Include elective surgery or a decision to enter a long-term care facility.
- 1.8 **Care Transition Process:** The period from identifying a member who is at risk for a care transition through the completion of a transition. This process goes beyond the actual movement from one setting to another; it includes planning and preparation for transitions and the follow-up care after transitions are completed.
- 1.9 **CMS:** The federal Centers for Medicare and Medicaid Services, formerly known as the Health Care Financing Administration.
- 1.10 **CMS Contract:** The contract between SCHA and CMS for the provision of Medicare services.
- 1.11 **Complex Case Management:** The systematic coordination and assessment of care and services provided to members who have experienced a critical event or diagnosis that requires the extensive use of resources and who need help navigating the system to facilitate appropriate delivery of care and services.
- 1.12 **Disclosing Entity:** A Medicaid Provider (other than an individual practitioner or group of practitioners), or a fiscal agent as stated in 42 CFR §455.101
- 1.13 **Elderly Waiver:** The Elderly Waiver (EW) program funds home and community-based services for people age 65 or older who require the level of medical care provided in a nursing home, but choose to reside in the community. To receive EW services a person must choose community care and be eligible for Medical Assistance (MA) payment of long-term (LTC) services; assessed through a Long-Term Care Consultation (LTCC) and determined to need the level of care provided in a nursing facility (NF-I or NF-II); be in need supports and services beyond those available through the standard MA benefit set according to the LTCC screening or MNChoices; and incurring a cost to MA for community-based services that is less than the cost of institutional care.
- 1.15 **Grievance:** An expression of dissatisfaction about any matter other than an Action, including but not limited to, the quality of care or services provided or failure to respect the member's rights.

- 1.16 Managed Care Organization (MCO):** An entity that has or is seeking to qualify for a comprehensive risk contract and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions: a) makes the services that it provides to its Medicaid Enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid Recipients within the area served by the entity; and b) meets the solvency standards of 42 CFR 438.116.
- 1.17 Managing Employee:** A general manager business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency as defined in 42 CFR §455.101.
- 1.18 Minnesota Health Care Programs (MHCP):** Medical Assistance, General Assistance Medical Care, Prepaid Medical Assistance Program, and MinnesotaCare.
- 1.19 Minnesota Senior Care Plus (MSC+):** The benefit set that includes all services under MSC plus the Elderly Waiver home and community-based services and one hundred and eighty days (180) of nursing facility care.
- 1.20 Minnesota Senior Health Options (MSHO):** The prepaid managed care program for Medical Assistance-eligible seniors, age 65 and over, with or without Medicare. SCHAs MSHO product is called SeniorCare Complete.
- 1.21 MSHO Community Well Members:** Members enrolled in SeniorCare Complete, SCHAs MSHO product and SCHAs is receiving a Community Well rate cell payment.
- 1.22 National Committee for Quality Assurance (NCQA):** A nonprofit organization that seeks to improve patient care and health plan performance in partnership with Managed Care Plans, purchasers, consumers and the public sector. NCQA evaluates health plans' internal quality processes through accreditation reviews and works to develop health plan performance measures.
- 1.23 Ownership Interest:** The possession of equity in the capital, the stock, or the profits of the Disclosing Entity.
- 1.24 Person with an Ownership or Control Interest:** Person or corporation that: A) has an ownership interest, directly or indirectly totaling five percent (5%) or more in the MCO or a Disclosing Entity; B) has a combination of direct and indirect Ownership Interests equal to five percent (5%) or more in the MCO or the Disclosing Entity; C) owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by the MCO or the Disclosing Entity; or D) is an officer or director of the MCO or the Disclosing Entity (if it is organized as a corporation) or E) is a partner in the MCO or the Disclosing Entity (if it is organized as a partnership).

- 1.24.1** Direct Ownership Interest is defined as the possession of stock, equity in capital or any interest in the profits of the Disclosing entity.
- 1.24.2** Indirect Ownership Interest is defined as ownership interest in an equity that has a direct or indirect ownership interest in the Disclosing Entity. The amount of indirect ownership interest in the Disclosing Entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5% or more in the Disclosing Entity. Example: If C owns 10% of the stock in a corporation that owns 80% of the stock of the Disclosing entity, C's interest equates to an 8% indirect ownership and must be disclosed.
- 1.24.3** Controlling Interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity, (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity or the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership control.
- 1.25** **Provider:** An Individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the state in which it delivers the services.
- 1.26** **Significant Business Transaction:** Any business transaction or series of related transactions that, during any one fiscal year, exceeds either \$25,000 or 5 percent (%) of a provider's total operating expenses.
- 1.27** **Special Needs BasicCare (SNBC) Plan:** A service delivery system in which the State contracts with a Medicare Advantage Special Needs Plan to provide Medicaid services and/or integrated Medicare and Medicaid services to Medicaid eligible people with disabilities who are between the ages of 18 through 64 at the time of enrollment. SCHAs SNBC products are called AbilityCare, SingleCare and SharedCare.
- 1.28** **State:** The Minnesota Department of Human Services or its agents, and the Commissioner of Human Services.
- 1.29** **State Contract:** The contract between SCHAs and the Minnesota Department of Human Services for the purpose of providing and paying for health care services and supplies to recipients enrolled in SCHAs under Minnesota Health Care Programs, MSC+, MSHO, or the SNBC Plan.

- 1.30 TruCare:** A secure web-based case management system that allows users to see a holistic picture of a member via case notes, referrals, assessments, care plans, authorizations and other clinical information which helps facilitate care coordination activities.

SECTION 2 SCHA RESPONSIBILITIES

- 2.1 Delegated Activities.** SCHA shall delegate to Delegated Entity the provision of Care Coordination duties and other services as set forth in Exhibit A, which is attached hereto and incorporated herein, and in accordance with SCHA policies and procedures, applicable laws and regulations, and NCQA accreditation standards.
- 2.2 SCHA Policies and Procedures.** Prior to execution of this Agreement, SCHA shall provide to Delegated Entity copies of SCHA policies and procedures applicable to this Agreement either through regular mail or electronically. SCHA may change its policies and procedures by providing thirty (30) days prior written notice to Delegated Entity of the changes and their effective dates. However, if required by state or federal law, regulation, or regulatory action, SCHA may change its policies and procedures by providing written notice to Delegated Entity of the changes and their effective dates. Any notice provided to Delegated Entity under this section may be in an electronic format.
- 2.3 Oversight, Monitoring and Audit.** SCHA shall perform ongoing oversight and monitoring of Delegated Entity's performance under this Agreement, including but not limited to, review of any required reporting under this Agreement. At any time, but at least annually, SCHA will audit records and documents related to the activities performed under this Agreement. This process does include the annual care plan audits required through DHS MSHO/MSCH+ and SNBC products. SCHA will perform the annual care plan audits as per DHS' protocol. SCHA, in its sole discretion, will conduct review of Delegated Entity's written policies and procedures and member files. SCHA will provide written notice of annual audits at least thirty (30) calendar days prior to the audit. SCHA shall provide a report of its audit findings to Delegated Entity within ninety (90) calendar days of the audit's conclusion. For all additional audits, SCHA shall provide at least fourteen (14) calendar days prior written notice, unless state or federal regulators or NCQA accreditation agencies require a shorter timeframe. The audit notes shall include a list of the records to be reviewed.
- 2.4 Revocation of Delegation.** SCHA may revoke the delegation of some or all of the activities which Delegated Entity is obligated to perform under this Agreement in the event Delegated Entity fails to perform the delegated activities or correct non-compliant delegated activities as outlined in the Corrective Action Plan, as provided in Section 3.3 of this Agreement, in a timely manner and to the satisfaction of SCHA and in accordance with SCHA policies and procedures and applicable laws, regulations and NCQA accreditation standards. The delegate agrees to allow SCHA to perform additional audits as necessary to verify compliance of the Corrective Action Plan. In such event, SCHA may elect to terminate or modify this Agreement pursuant to Section 5.

- 2.5 SCHAs Accountability.** SCHAs shall oversee and at all times remain accountable to CMS and the State for any functions or responsibilities of SCHAs under its contracts with CMS and the State, including functions or responsibilities delegated to Delegated Entity under this Agreement.
- 2.6 Public Health Goal.** SCHAs agree to meet with Delegated Entities to develop and discuss mutual objectives related to public health priorities.
- 2.7 Provision of Member Data.** South Country agrees to provide the following information when requested: member experience data, if applicable and clinical performance data. This data requested may be, but not limited to, results of member experience surveys, relevant to delegate functions, relevant claims data or results of relevant clinical performance measures. The delegate must give written notice of the data request to South Country at least 30 days in advance, unless state or federal regulators require a shorter timeframe. The delegate agrees to work with South Country as needed regarding the obtaining of the data.

SECTION 3 DELEGATED ENTITY RESPONSIBILITIES

- 3.1 Delegated Activities.** Delegated Entity shall provide the services set forth in Exhibit A and Exhibit B in accordance with SCHAs policies and procedures and applicable law, regulations and NCQA accreditation standards.
- 3.2 Law, Regulations and Licenses.** Delegated Entity shall maintain all federal, state and local licenses, certifications, accreditations and permits, without material restriction, that are required to provide the services under this Agreement. Delegated Entity shall notify SCHAs in writing within ten (10) business days after it learns of any suspension, revocation, condition, limitation, qualification or other material restriction on Delegated Entity's licenses, certifications, accreditation or permits.
- 3.3 Corrective Action Plans.** In the event that, during an audit or any other time during the term of this Agreement, SCHAs discovers any deficiencies in Delegated Entity's performance of any services under this Agreement, Delegated Entity shall develop a Corrective Action Plan for the specific activity that SCHAs determines to be deficient. The Corrective Action Plan shall include specifics of and timelines for correcting any deficiencies and shall be provided to SCHAs within two (2) weeks after SCHAs notifies Delegated Entity of the deficiency (ies) or issues its annual audit report to Delegated Entity. SCHAs shall review and comment on the Corrective Action Plan within two (2) weeks after receiving it from Delegated Entity. Delegated Entity shall implement the Corrective Action Plan within the specified timeframes. In the event the Corrective Action Plan is not developed and/or implemented within such timeframes, SCHAs may revoke all or certain delegated activities pursuant to Section 2.4 and/or terminate this Agreement pursuant to Section 5. If deficiencies are identified or repeated, SCHAs retains the right to increase its monitoring, evaluations, and audits of Delegated Entity until the deficiencies are corrected.

- 3.4 Reporting.** Delegated Entity shall provide SCHA with regular reports; at least semi-annually, regarding the provision of services under this Agreement. SCHA shall review any required reporting as part of its ongoing oversight and monitoring of compliance with this Agreement. SCHA shall promptly notify Delegated Entity of any concerns identified as a result of regular reporting or as a result of a failure to provide regular reports. Reports are identified on Exhibit C of this Agreement.
- 3.5 Document Submission.** Delegated Entity shall provide to SCHA its Waiver Quality Assurance Plan Survey and Gaps Analysis in availability of EW services if requested by SCHA within 60 days of the request.
- 3.6 Appeals and Grievance.**
- a) Notify SCHA's Grievance & Appeals (G/A) department of any potential grievance and appeals requests (filed by or on behalf of the member) as follows (requests are to be submitted via email to Grievances-Appeals@mnscha.org or via FAX to SCHA's G/A department at (507) 444-7774): **No later than** one business day of receipt for all standard grievance and appeal requests.
 - b) **No later than** four (4) regular business hours of receipt **AND** no later than end of the same business day in which it is first received, for all expedited grievance and appeal requests.
 - i. Place "EXPEDITED G/A REQUEST" in the Subject headline of the email.
- 3.7 Utilization Management.** Delegated Entity agrees to forward all requests to SCHA Health Services for prior authorization or pre-certification regarding dental, medical or pharmacy within one business day of knowledge of request. If the service is expedited, the Delegated Entity will forward the request within three hours of receipt and will verbally notify SCHA.
- 3.8 Long Term Care Screening Document Entry.** The Delegated Entity will be responsible to enter all Long Term Care (LTC) Screening Documents into MMIS for all Senior health risk assessments completed which include but not limited to LTCC, MNChoices, South Country Health Risk Assessment, member refusals, and unable to reach screenings performed, as applicable. South Country enters the SNBC members health risk assessments into MMIS after a task is created in TruCare and sent to South Country. Pre-Admission Screening (PAS) for skilled nursing facility placements are required to be entered into MMIS by the delegated entity.
- 3.8.1** Enter member Elderly Waiver –
LTC Screening Documents into MMIS prior to the first capitation cut-off date each month or alert SCHA Community Engagement team of the delay and rationale for the delay.
- 3.8.2** Enter and exit LTCC Screening Document exiting a member from the Elderly Waiver when the member has been in a skilled nursing facility more than 30 days. The LTCC screening document must be entered within 60 days of the living arrangement change.

- 3.8.3** Complete a Level I PAS for all skilled nursing facility admissions and make these available to SCHA within one (1) week. Send the Level I PAS to the nursing home who is admitting the member. If the Level I PAS identifies that a Level II is needed refer to appropriate county.
- 3.8.4** The Delegated Entity will notify SCHA within one business day of a Member who previously was determined to meet Nursing Facility Level of Care but upon subsequent assessment is determined to not meet the Nursing Facility Level of Care criteria, to request a review of the assessment results.
- 3.9 Request for a Long Term Care Consultation (LTCC).** The Delegated Entity must provide for a LTCC within 20 calendar days of request and make that assessment available to SCHA upon request. The Delegated Entity agrees to provide SCHA with a LTCC or MNChoices assessment performed for a member to determine the member's risk of nursing home placement or current need for nursing home care according to applicable MN statutes.
- 3.10 Care Coordinator Assignment:** The Delegated Entity will assign a care coordinator to each newly enrolled member on SeniorCare Complete, MSC+, AbilityCare, and SingleCare for the required Care Coordination Activities. The Delegated Entity will ensure all members enrolled on SeniorCare Complete, MSC+, AbilityCare and SingleCare will have an assigned care coordinator at all times. Members must be reassigned to a new care coordinator if a care coordinator resigns from their position. If the care coordinator is out on leave and will be returning to their position, there is no need to reassign members to new care coordinators. Delegated Entity will need to follow all processes outlined in the Care Coordination Grids and to enter all required information into TruCare.
- 3.11 LTCC Expansion.** The Delegated Entity will assist the member moving to a registered housing with services facility to obtain or recover a verification code from the Senior Linkage Line or found in MMIS.
- 3.12 Comply with Minnesota Statute 62Q75 Subd.3.** Delegated Entity will comply with said statute that states that "healthcare providers and facilities must submit their charges to a health plan company or third-party administrator (TPA) within 6 months from the date of service or the date the healthcare provider knew or was informed of the correct name and address of the responsible health plan company or TPA, whichever is later."
- 3.13 Enrollee Satisfaction Survey.** The Delegated Entity agrees to cooperate with SCHA to conduct a satisfaction survey of members.
- 3.14 Care Coordinator Performance:** The Delegated Entity shall have a process to evaluate the performance of individual care coordinator in the provision of care coordination for SCHA Members and report to SCHA performance that is negatively affecting the care coordination of the SCHA Member.

Members may request and be offered a different care coordinator and the Delegated Entity will immediately notify SCHA of any such request. South Country can also

request the Delegated Entity to change the member to a new care coordinator if the member reaches out to South Country.

SCHA will share care coordinator performance information with the Delegated Entity as appropriate (i.e. feedback from the care coordinator survey, care plan audits, etc.)

- 3.15 **Personal Care Assessments (PCA):** The Delegated Entity agrees to complete PCA assessments within the DHS required timeframe after referral and annually thereafter once the request is received from the PCA Agency. The Delegated Entity will communicate the PCA assessments results to South Country.

SECTION 4 SUB-DELEGATION

Under certain circumstances, SCHA may allow Delegated Entity to sub-delegate all or part of the delegated Services under this Agreement to another entity. Prior to any such sub-delegation arrangement, Delegated Entity must receive written approval from SCHA and must:

- (a) Provide SCHA with Delegated Entity's pre-delegation assessment finding of the potential sub-delegate;
- (b) Warrant the delegation agreement between Delegated Entity and sub-delegate meets (1) all applicable SCHA, (2) all applicable state and federal law requirements, and (3) all terms and conditions of this Agreement;
- (c) Agree to oversee and perform audits of those activities it has delegated to another entity;
- (d) Provide all reports to SCHA that are required under this Agreement; and
- (e) Agree that Delegated Entity and the Sub-Delegate adhere to delegation requirements as per applicable State and Federal law and NCQA requirements, including the Medicare Advantage Special Needs Plan regulations.

SECTION 5 TERM, TERMINATION, MODIFICATION

- 5.1 **Initial Term.** This Agreement shall commence on January 1, 2020 and continue through December 31, 2020.
- 5.2 **Contract Renewal.** Unless otherwise terminated pursuant to Section 5.3, this Agreement will automatically renew on the termination date and on each one (1) year anniversary of such date for additional terms of one (1) year.
- 5.3 **Termination.** This entire Agreement, complete sections of this Agreement, or certain delegated services contained in this Agreement, may be terminated as follows:
- (a) by either party, without cause upon one hundred twenty (120) days written notice to the other party;

- (b) by either party, in the event of a material breach of this Agreement by the other party, upon thirty (30) days prior written notice to the other party;
- (c) by SCHA immediately, due to failure of Delegated Entity to perform delegated activities under this Delegation Agreement that could endanger or harm SCHA health plan enrollees;
- (d) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity is out of compliance with this Agreement and refuses to enter into a Corrective Action Plan or agree to a modification of this Agreement;
- (e) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity does not comply with an established Corrective Action Plan;
- (f) by SCHA immediately, if Delegated Entity seeks to sub-delegate the performance of delegated services under this Agreement without SCHA's written prior approval to sub-delegate; or
- (g) by SCHA immediately, due to Delegated Entity's loss or suspension of any applicable licensure status or loss of liability insurance.

5.4 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute a single original. Electronic, scanned or facsimile signatures shall be deemed originals for the purpose of this Agreement.

SECTION 6 REGULATORY COMPLIANCE

- 6.1** SCHA, Delegated Entity and Delegated Entity's contractors and subcontractors, agree to comply with all applicable federal and state statutes and regulations, as well as local ordinances and rules now in effect and hereinafter adopted, including, but not limited to all applicable Medicaid and Medicare laws, regulations, and CMS instructions.
- 6.2** Disclosure of Ownership Information: All subcontracts must be in writing. Delegated Entity must update disclosure information as needed in accordance with 42_CFR455.104. The required information includes: (a) the name, address, date of birth, social security number (in case of an individual), and tax identification number (in the case of a corporation) of each Person with an Ownership or Control Interest in the Delegated Entity or in any subcontractor in which there is direct or indirect ownership of 5% or more. The address for corporate entities must include primary business address, every business location, and P.O. box address; (b) a statement as to whether any Person with an Ownership or Control Interest in the entity as identified in Paragraph (a) is related (if an individual) to any other Person with Ownership or Control Interest as a spouse, parent, child, or sibling; and (c) the name of any other Disclosing Entity in which a Person with Ownership or Control Interest in the Disclosing Entity also has an ownership or control interest; and (d) the name, address, date of birth and social security number of any Managing Employee of the Delegated Entity.
- 6.3** All tasks performed under the Agreement must be performed in accordance with SCHA's

Policy and Procedure regarding Care Coordination for MSC+ and SeniorCare Complete(MSHO) and AbilityCare, SingleCare, SharedCare (SNEC) programs, the provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves SCHA of its responsibility under such contracts with the State and CMS. If any provision of the Agreement is in conflict with provisions of such contracts, the terms of such contracts shall control.

- 6.4 Delegated Entity is obligated to comply with other laws, specifically Federal laws and regulations designed to prevent or detect fraud, waste, and abuse including, but not limited to: applicable provisions of Federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (Section 1128B (b) of the Act); HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164, and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 ("ARRA") and any implementing regulations that may be enacted.
- 6.5 Delegated Entity agrees that members are not discriminated against in the delivery of health care services consistent with benefits covered in their Certificate of Coverage based on medical coverage, health status, receipt of health care services, claims experience, medical history, genetic information, disability (including mental or physical impairment), marital status, age, sex (including sex stereotypes and gender identity), sexual orientation, national origin, race, color, religion, creed, or public assistance status.
- 6.6 Delegated Entity assures that services are provided in a culturally competent manner.
- 6.7 Delegated Entity adheres to the prohibited use of Medicare excluded practitioners.
 - 6.7.1 Delegated Entity will search the OIG List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List (EPLS) databases monthly, and require all subcontractors to search the LEIE monthly, for any Employees, Agents, Providers, or Persons with an Ownership or Control Interest to verify that these persons:
 - 6.7.1.1 Are not excluded from participation in a federal health care program under Section 1128 or 1128A of the Social Security Act; and
 - 6.7.1.2 Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX services program.
 - 6.7.2 Delegated Entity will report to SCHA within five (5) days any information regarding individuals or entities specified in 6.7.1.1, who have been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, and title XX services program, or those have been excluded from participation in a federal health care program under Sections 1128 or 1128A of the Social Security Act.

- 6.7.3 Upon discovery of an ineligible individual or entity, Delegated Entity will immediately relieve the employee, agent, Provider or subcontractor from his or her responsibilities or the business relationship will immediately be discontinued.
- 6.7.4 Delegated Entity shall report within one business day to SCHa the Name, specialty, and address, and reason for nonrenewal or termination of each Contracted Healthcare Provider whose contracts have been terminated not renewed during the previous quarter.
- 6.8 Delegated Entity agrees to send to members only SCHa approved written materials, related to SCHa benefits. Mailed care coordination and benefit items must include the disclaimer: SCHa Important Plan Information.
- 6.9 Delegated Entity recognizes and agrees that it is obligated by law to meet the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164 ("HIPAA"), including the safeguarding of individuals' Protected Health Information ("PHI"), and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 ("ARRA") and any implementing regulations that may be enacted, as detailed in the Business Associate Agreement (Exhibit D) attached to this Agreement.
- 6.10 Upon request, Delegated Entity must report to SCHa information related to business transactions in accordance with 42 CFR 455.105(b). Delegated Entity must be able to submit this information to SCHa within fifteen (15) days of the date of a written request from the State or CMS.

SECTION 7 BOOKS AND RECORDS

- 7.1 **Confidential and Accurate Records.** SCHa and Delegated Entity agree to maintain the confidentiality of protected health information regarding SCHa enrollees and to comply with all state and federal requirements for accuracy and confidentiality of enrollees' records, including the requirements established by SCHa and each applicable product.
- 7.2 **Collection and Retention of Information.** Delegated Entity shall maintain an accurate and timely record system through which all pertinent information relating to this Agreement is documented. Delegated Entity shall retain all information and records related to this Agreement for a period of ten (10) years following the termination of this Agreement or for such longer period as required by applicable state or federal law or regulation.
- 7.3 **Right to Inspect; Release of Information to SCHa.** Delegated Entity agrees to provide to SCHa during the term of this Agreement and for a period of ten (10) years following the provision of services access to all information and records, or copies of records, related to this Agreement. Delegated Entity shall promptly provide information to SCHa as requested for payment purposes, administration of benefits or any other obligation SCHa has to an enrollee under the law. SCHa shall develop and implement a process

for securing necessary consents from enrollees or their legal representatives in connection with the enrollment process to authorize the release of records provided under this Section. Delegated Entity has no obligation to release records to the extent such release is unlawful.

- 7.4 Right to Inspect; Release of Information to Federal and State Agencies.** Delegated Entity shall provide the state and federal government and any of their authorized representatives, including but not limited to CMS, the Comptroller General and the State with the right, in accordance with state and federal laws and regulations, to inspect, evaluate, and audit any pertinent books, documents, financial records, papers, and records pertaining to any aspect of services performed, reconciliation of benefit liabilities, determination of amounts payable or financial transactions related to this Agreement. The right to inspect, evaluate and audit under this Section shall extend through ten (10) years from the termination date of the Agreement or such longer period as permitted or required by applicable state or Federal law or regulation.

Delegated Entity shall make all such records available to authorized representatives of the state and federal government during normal business hours and at such times, places, and in such manner as authorized representatives may reasonably request for the purposes of audit, inspection, examination, and for research as specifically authorized by the state in fulfillment of state or federal requirements.

Delegated Entity specifically acknowledges and agrees that the U.S. Department of Health and Human Services and the Comptroller General, or their designees, shall have the right to audit, evaluate, and inspect pertinent books, contracts, documents, papers, and records involving transactions related to the CMS Contract. This right shall extend for ten (10) years following the termination of this Agreement or from the date of completion of any audit, whichever is longer. SCHAs shall develop and implement a process to authorize the release of records provided under this section. Delegated Entity has no obligation to release records to the extent such release is unlawful.

SECTION 8 RESPONSIBILITY FOR DAMAGES

Each party shall be responsible for all damages, claims, liabilities, or judgments that may arise as a result of its own negligence or intentional wrongdoing. Any costs for damages, claims, liabilities, or judgments incurred as a result of the other party's negligence or intentional wrongdoing shall be the responsibility of the negligent party.

SECTION 9 DISPUTE RESOLUTION

SCHA and Delegated Entity agree to work together in good faith to resolve any and all disputes related to this Agreement. In the event SCHAs and Delegated Entity are unable to resolve disputes arising as a result of this Agreement, this Agreement shall be modified or terminated pursuant to Section 5.

SECTION 10 FEES AND REIMBURSEMENT

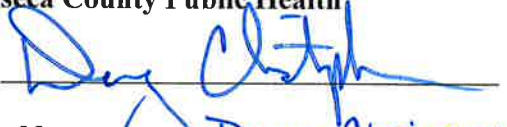
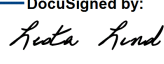
The parties agree that SCHA will pay Delegated Entity those rates specified in Exhibit D and Exhibit E for the services rendered by Delegated Entity pursuant to this agreement.

SECTION 11 MISCELLANEOUS

- 11.1 Incorporation of Relevant Statutes and Regulations.** The parties agree that the services to be provided under this agreement, the contractual arrangements between the parties, and the respective responsibilities and obligations of the parties, shall be further specified in relevant state and federal regulations and contracts, and that those regulations and contracts shall be incorporated into the subsequent contract between the parties.
- 11.2 Binding Effect of Agreement; Subsequent Contract.** The parties agree to be bound by the terms of this Agreement for the services to be provided under this agreement until the parties enter a subsequent agreement or the Agreement is terminated by either party.
- 11.3 Notices.** All notices, payments, requests or demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) two (2) days after when mailed by registered or certified U.S. mail, postage prepaid, and addressed to the recipient at the address shown in the signature block to this Agreement; or (ii) upon receipt when delivered in person, by courier or by delivery service, return receipt requested, to the address of the parties set forth herein. A party may change the address to which notices may be sent by giving written notice of such change of address to the other party.
- 11.4 Assignment.** Neither party may assign, delegate or transfer this Agreement or the rights granted herein without consent of the other party, with the exception of the Sub-Delegation arrangements outlined in Section 4, and which consent shall not be unreasonably withheld.
- 11.5 Amendment.** This Agreement may only be modified through a written amendment signed by both parties. Notwithstanding the foregoing, SCHA may unilaterally amend this Agreement to comply with applicable state or federal law or regulation or NCQA accreditation standards. Such amendment will be effective on the date the applicable statute, regulation or NCQA accreditation standard becomes effective. The amendment will not require agreement by Delegated Entity.
- 11.6 Waiver.** The waiver of any provision (including the waiver of breach of any such provision) of this Agreement shall not be effective unless made in writing by the party granting the waiver. Any waiver by a Party of any provision or the waiver of breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or a continuing waiver of the breach of the provision.

- 11.7 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- 11.8 Entire Agreement.** This Agreement, which incorporates all exhibits, attachments, addenda, and appendices to it, constitutes the entire understanding between the parties in regard to its subject matter and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.
- 11.9 Severability.** If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- 11.10 Survival.** Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination.
- 11.11 Approvals of this Agreement.** The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Human Services.

IN WITNESS WHEREOF, the parties have executed this Delegation Agreement to be effective as of the Effective Date.

DELEGATED ENTITY: Waseca County Public Health By: <u></u> Print Name: <u>Doug Christopherson</u> Title: <u>Board Chair</u> Date: <u>2-18-2020</u> By: <u></u> Print Name: <u>Sarah Barry</u> Title: <u>Public Health Director</u> Date: <u>2/20/20</u> By: _____ Print Name: _____	SOUTH COUNTRY HEALTH ALLIANCE 2300 Park Drive Owatonna, Minnesota 55060 DocuSigned by: <u></u> By: _____ 848FBEC8319C4EE... Print Name: <u>Leota B. Lind</u> Title: <u>CEO, South Country Health Alliance</u> Date: <u>2/25/2020</u> _____
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Title: _____ Date: _____	
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EXHIBIT A

SERVICES TO BE PROVIDED BY DELEGATED ENTITY

Delegated Entity agrees to perform the following services and/or meet the following State mandated requirements on behalf of South Country:

1. Hire staff qualified to perform the duties outlined in the Community Care Connector Position Description. Duties are outline in Exhibit B.
2. Ensure all duties outlined in the Exhibit B are completed within required timelines.
3. Hire staff to perform Care Coordination duties consistent with MCO/DHS contracts which read that for MSHO/MS+ the Certified Assessor must also serve as the on-going care coordinator/case manager of the Enrollees assessed. For SNBC, the case manager/care manager must be a social worker, licensed social worker, registered nurse, physician assistant, nurse practitioner, public health nurse, or a physician with experience working with individuals with disabilities, primary care, nursing, behavioral health, or social services and/or community-based services. All care coordinators must not be in a position to directly influence an Enrollee's housing or employment to help avoid possible conflicts of interest.
4. Perform the Care Coordination duties outlined in the South Country Policy and Procedures and Care Coordination Grids including, but not limited to, Care Coordination for members on MS+ and SeniorCare Complete and AbilityCare, SingleCare, SharedCare and other members as requested by South Country.
5. Delegated Entity shall provide South Country with written reports or supply the information specified therein as identified by South Country. South Country agrees to provide reasonable advance notice when requesting information from the Delegated Entity. The Delegated Entity shall submit written reports or supply the information to South Country as Reports are identified on Exhibit C.
6. Delegated Entity agrees to appoint representatives to participate in South Country work groups and scheduled meetings with South Country for the regular sharing and exchange of information. It is the responsibility of the Delegated Entity's participant to transfer information to the appropriate others.
7. The Delegated Entity will fully cooperate with the annual Care Plan Audit and Care System Review and any other audits requested and/or completed by South Country personnel. The County will provide all necessary documentation as requested by South Country and have available supporting evidence of required elements within the designated time lines as requested by South Country.
8. The Delegated Entity will act as a pass-through entity for Elderly Waiver Direct-Delivery Services (tier 2) or Purchased-Item Services (tier 3). Providers of tier 2 and tier 3 services must meet State service standards, but may deliver goods as enrolled or non-enrolled

providers. For non-enrolled providers, the delegated entity on behalf of South Country must assure that the provider is qualified according to State standards, execute a purchase agreement utilizing MN DHS eDoc 7004c, follow record retention guidelines, and maintain a written record of approved tier 2 and 3 providers. Delegated Entities will submit copies of the provider approval log at least one (1) time per year and/or as requested by South Country.

9. Delegated Entity shall individually develop a written plan which works for their specific system regarding the establishing of caseload ratios. South Country expects delegates to consider the following when weighting cases and developing caseload ratios: members on the caseload with low English proficiency or need for translation; case mix; rate cell designation; member need for high intensity acute Care Coordination; mental health status; travel time to/from member's home; or lack of family or informal supports. South Country generally recommends that non-Elderly Waiver caseloads be no more than 1:100 and Elderly Waiver caseloads be no more than 1:50. Delegated Entities must submit their plan to South Country upon request.



EXHIBIT B

Position: Community Care Connector
Reports to: County Supervisor and Director of Community Engagement
Effective Date: October 2019

PRIMARY FUNCTION:

Assure that members receive the services necessary to meet their needs and experience smooth transitions between care settings. Connectors also assure that communication between care settings and communication between South Country, County and community partners and resources occur in order to support member's needs. Desired outcomes are attained through collaborative problem-solving approaches.

The Connector works to assure a collaborative approach between the South Country and County team members. The position will develop positive relationships with and between SCHA, County, local health care providers, nursing facilities and members. They will help to ensure timely and accurate communication between team members. The Connector serves as the South Country liaison within the community/county, working towards positive outcomes for the member and South Country. The position promotes preventive services, early intervention to members and utilizes referral services available throughout the county.

Connectors can chose to delegate specific tasks to a case aide as outlined in the Connector and Case Aide Task List and as agreed upon between South Country and the County.

Reporting: Under the general direction of the South Country Director of Community Engagement, and the County Supervisor.

MINIMUM QUALIFICATIONS OF EDUCATION & EXPERIENCE

Registered Nurse, licensed in Minnesota; or Social Worker; or Bachelor Degree in a related field

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Collaborate
 1. Assist in identifying moderate to complex members by informing South Country of members health issues;



2. Assist in creating and maintaining reports and follow-up as requested by South Country.
 3. Promote early intervention and preventative services to members and importance of establishing care with a primary care provider.
 4. Work with South Country to ensure members appropriate use of the Emergency Department, hospitalization, and re-admissions to hospital through telephonic, written or face-to-face follow-up with members after discharge to promote provider follow-up.
 5. Collaborate with South Country to schedule and assist with the facilitation of the South Country meetings.
 6. Assist with transitions of care through working with discharge planners, providers, members and/or authorized representatives.
- Communicate
 1. Reach out and follow up with members and connect members to resources.
 2. Document in TruCare members responses to outreach as directed by South Country
 3. Develop relationships with key community partners and resources Develop and maintain strong communication and relations with South Country and county entities.
 - Coordinate
 1. Organize and attend monthly interdisciplinary care team meetings.
 2. Refer members and/or families, county, providers, community resources to Member Services or other appropriate SCHA staff for benefit and issue resolution.
 3. Refer member issues to county staff and/or other agencies as needed to assure member's access to community services and resources;
 4. Coordinate activities and information with the County Supervisor.
 - Other duties as assigned.

PROFILE REQUIREMENTS:

- Works as a team with South Country and County staff
- Promotes SCHA policies and mission in performing all duties and responsibilities
- Incorporates best practice into all process initiatives
- Valid driver's license
- Excellent communication skills



- Working knowledge of community services and resources
- Working knowledge of SCHH products and operations including the website.

SOUTH COUNTRY

HEALTH ALLIANCE

Bringing Wellness Home

Community Care Connector or Case Aide	Community Care Connector
• Organize and attend Interdisciplinary Care Team meetings monthly • Be available for South Country Staff • Be knowledgeable about all South Country products and programs • Field non-South Country member calls about South Country products for potential enrollment • Send new membership information to appropriate county staff within same day of receipt from South Country. • Follow up with Care Coordinators to ensure Care Coordinator has been assigned to all new members • Notify Care Coordinators of Hospitalizations or Medication Reconciliation follow up within same day of receipt from South Country. • Retro Enrollment notification • County financial worker information such as the member's assigned CC, member updated phone or member updated address within 10 days of receipt • PMAP MNCare Survey outreach calls • Report any outdated materials • Send Dental tools send to CC	• Actively connect with other County departments • Be the liaison between South Country and the County • Attend and provide case consultation at Interdisciplinary Care Team meetings • Document in all member contact within TruCare unless otherwise instructed by South Country. • Be a local resource for PCP, Specialist, and dental for any South Country questions and help promote South Country's mission • Communicate South Country updates to Care Coordinators • Have a backup Connector for when absent and notify South Country • Look into and assist in billing issues from providers and members • Emergency Department follow up • Durable Medical Equipment Follow Up • PMAP/ MNCare Hospital Follow Up • Turning 65/ Gaining Medicare Report

EXHIBIT C

2020 Delegated Entity Reporting Responsibility

1. Recommendation for Action Denial, Termination or Reduction of Waivered Services

Complete the Recommendation for Action DTR Note in TruCare within one (1) business day of the recommended action.

2. Recommendation for Request of Services

DSD Waiver Case Managers are to complete and send to South Country the Recommendation for State Plan Home Care services DHS eDoc 5841.

Fax to: 1.888.633.4052 or send securely to CountyInfo@mnscha.org

Attention: Utilization Management Department

3. Member Care Coordination Activity Report

The delegated entity will complete Care Coordination tasks within TruCare or Care Plan Application to allow South Country to pull reports.

- a. Complete the Health Risk Assessment (HRA) in TruCare or upload a hard copy health risk assessment and enter the data from the HRA into the HRA Data Collection Tool within 30 days of the completed HRA.
- b. Complete a care plan in the South Country Care Plan Application/URL within 30 days form the HRA.

4. Transitions of Care Follow-Up Contacts and designated ER Visits

- a. The delegated entity will document in TruCare all hospital follow-up and designated ER visit contacts according to South Country requirements.
- b. The delegated entity will notify a member's Care Coordinator of a hospital admission, the same day of the notification being sent from South Country.
- c. The delegated entity Care Coordinator will provide and document care transitions for EW and Community Well members on SCC, MSC+, AbilityCare, and SingleCare using a Transition of Care Log in TruCare, case notes, and offering a Medication Reconciliation service as appropriate and submit to South Country upon request.

5. Report of Special Health Care Needs

South Country will inform the Connector of a member with Special Health Care Needs. The Connector will follow up with the member and document in TruCare. The Connector will notify the member's Care Coordinator if one is assigned.

6. Elderly Waiver Provider Network Analysis

Delegated Entity will inform South Country of any observed EW provider gaps within their county and work with South Country staff as appropriate to resolve any member unmet needs and ensure provider access for all members on the Elderly Waiver program.

7. Community Care Connector Activity Report

- a. The delegated entity will document Community Care Connector tasks in TruCare, unless otherwise directed by South Country, to allow South Country to pull reports.
- b. The delegated entity will document referrals made on members behalf within TruCare.

- c. The delegated entity will return the PMAP/ MNCare Survey outreach calls to South Country by the deadline identified. If unable to meet the deadline the delegated entity will notify South Country, no later than three (3) business days prior to the deadline.
- d. The delegated entity will return the No PCP Visit outreach calls to South Country by the deadline identified. If unable to meet the deadline the delegated entity will notify South Country no later than three (3) business days prior to the deadline.

EXHIBIT D

2020 Rates

1. Non-Elderly Waiver (EW) Community Well and Skilled Nursing Facility Members

Procedure Code: G9005

- Care Coordination Activity for:
 - SeniorCare Complete (SCC) and MSC+ \$24.01/15 Minute Unit
 - Non-EW Community Well and Skilled Nursing Facility
 - SNBC (AbilityCare, SingleCare, SharedCare)

2. Relocation Service Coordination for all MSC+ and SCC

\$15.53/15 Minute Unit

Procedure Code: T1017

3. Elderly Waiver SCC and MSC+ Members

- Care Coordination Activity \$25.46/15 Minute Unit
Procedure Code: T1016 UC
- Case Management Aide Activity \$9.39/15 Minute Unit
Procedure Code: T1016 TF UC
- CDCS Mandatory Case Management \$25.46/ 15 Minute Unit
Procedure Code: T2041
Maximum \$2,444 per service agreement date span

4. Community Care Connector and Community Care Connector Case Aide Position

- 4 average Connector Case Aide weekly hours dedicated to South Country Connector Case Aide duties

Connector Case Aide

\$5,773.19 Annually

Payment will be made bi-annually on or about mid-June and mid-December 2020.



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

Buckthorn at Courthouse Park

Meeting Date: 5/4/21
Item Type: ☐ Consent ☒ Action
Department: Building & Grounds
Contact: Brian Tomford
Contact Phone: 835-0629
Prepared by: Brian Tomford

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

PURPOSE/ACTION REQUESTED

To take the first step in getting the buckthorn at Courthouse Park under control.

SUMMARY

Over the past several years Waseca County Parks has been trying to improve their parks. This would be another step forward in this mission.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners accept the one year process to start maintaining the buckthorn at Courthouse Park with the help of Goat Dispatch and then looking into the second round once first is completed.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Supporting Documents:

Attachment A:
Attachment B:

Previous Board Action(s):

Resolution #

Common Buck Thorn Info

1. Buckthorn serves as a shelter for soybean aphid eggs to overwinter. It also disrupts the balance of our natural world, pushing out desirable native understory plants and creating a dark, dense thicket.
2. The use of goat browsing for invasive plant management is growing in the United States, but many questions remain about the efficacy of goat browsing for invasive plant control. One common concern of land managers and other stakeholders is whether goats can spread invasive plants through endozoochory (seed dispersal via ingestion and excretion in feces). We evaluated this possibility using common buckthorn (*Rhamnus cathartica*), an invasive shrub for which goats are often employed as a control method. Goats were fed buckthorn berries, and their feces were collected and examined at 24 hr, 48 hr, and 72 hr post-ingestion for intact seeds that survived gut passage. A low proportion of buckthorn seeds (2%) made it through the goat digestive system intact. Of these, only 11% remained viable, compared to 63% viability of control seeds. We conclude that consumption of buckthorn fruits by goats effectively destroys seeds, indicating low risk of dispersal via gut passage. To put these results in context, and provide more guidance for land managers, we additionally reviewed literature investigating seed recovery following ingestion by goats. Based on a synthetic analysis across 28 plant species, we found that seeds >4 mm long were unlikely to be recovered from feces intact, while smaller seeds posed higher dispersal risk.
3. **Buckthorn** is detrimental to the health and future of our woodlands, prairies, and wetlands and parks because it takes over large areas destroying wildlife habitat and food sources and out-competes other important native plants that we need for a stable, healthy ecosystem.
4. In a 2018 survey on invasive plant management in **Minnesota**, public land professionals reported average **costs** per acre for both mechanical removal (e.g., by mowing) and herbicide treatments of **buckthorn** to be around \$200 per acre.

Background

Managing invasive plants is expensive and labor-intensive. The high cost of conventional tactics like mowing and herbicide application has led managers to look to less traditional methods of control, including the use of browsing goats.



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

Assistance of Waseca County Free Fair from Public Works

Meeting Date:	May 04, 2021	Fiscal/FTE Impact:
Item Type:	☐ Consent ☒ Action	☒ None
Department:	Administration	☐ Current budget
Contact:	Johnson, Michael	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0631	☐ Other
Prepared by:	Johnson, Michael	☐ Amendment Requested
		Board Goals:

PURPOSE/ACTION REQUESTED

The Waseca County Fair Board has requested the use of Waseca County Public Works equipment and volunteer labor at certain points throughout the year and predominately during the fair in July.

SUMMARY

The Waseca County Fair Board has requested the use of Waseca County Public Works equipment in the past for use throughout the year, although mostly at fair time, to assist in grounds maintenance and repair, along with preparing for the county fair in July.

This equipment is typically used for grading, hauling material (manure disposal, rock, etc.) and some pay loader/backhoe and other work. This equipment is operated by County Public Works personnel that agree to volunteer their time in operating such equipment on the employee's own time or at the direction of the County Public Works.

The Waseca County Engineer has been very helpful and accommodating in the past, but the fair board also seeks County Board approval to maintain this good relationship.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners authorize temporary use of Public Works equipment and/or volunteer operators to assist with the Waseca County Free Fair.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Resolution # 2021-22

Authorized Use of Public Works Equipment to Assist Waseca County Free Fair

WHEREAS, the Waseca County Free Fair has requested and received assistance from the Waseca County Board of Commissioners in the past; and

WHEREAS, the Waseca County Board of Commissioners considers the Waseca County Free Fair to be an essential community service; and

WHEREAS, the Waseca County Free Fair does not have access to adequate equipment to meet the demands of the work needing to be done in preparation for the Waseca County Free Fair; and

WHEREAS, any work being done or requested would be subject to the approval and discretion of the Waseca County Public Works Director.

NOW, THEREFORE, BE IT RESOLVED. The Waseca County Board of Commissioners hereby authorize a continued relationship with the Waseca County Free Fair by allowing intermittent use of Public Works equipment by volunteer Public Works staff.

Dated this 4th day of May, 2021.

Waseca County Board of Commissioners

By: _____, Board Chair

ATTEST:

Tamara J. Spooner
Waseca County Auditor-Treasurer



wasecacountyfreefair.com

April 26, 2021

RE: Waseca County Highway Dept. Assistance for County Fair

Dear Waseca County Commissioners;

The Waseca County Free Fair's Board of Directors would like you to consider this letter as a request for the use of the County Highway Department equipment as has been done for many years in the past.

The fair board has requested the use of Waseca County Highway Department equipment in the past for use throughout the year, although mostly at fair time, to assist in grounds maintenance and repair, along with preparing for the county fair in July. This equipment is typically used for grading, hauling material (manure disposal, rock, etc.) and some pay loader/backhoe and other work. This equipment is operated by County Highway personnel that agree to volunteer their time in operating such equipment on the employee's own time or at the direction of the County Engineer. The Waseca County Engineer, Nathan Richman, has been great to work with in the past, but the fair board also seeks your approval so we can maintain this good relationship.

The Waseca County Free Fair's Board of Directors greatly appreciates everything you all do every year to make the fair such a success. We could not do what we do without your help! We thank you in advance for your consideration in this matter. If you should have any questions about this request, please call me anytime at 507-521-1728. We look forward to seeing you at the fair, July 14-18, 2021.

Respectfully,

Mike Harguth
President
Waseca County Free Fair

Cc: Nathan Richman

PO Box 227 Waseca, MN 56093



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

**Authorize Contractual Agreement With Fran Windschitl for Investing
Services**

Meeting Date:	May 04, 2021	Fiscal/FTE Impact:
Item Type:	☐ Consent ☒ Action	☐ None
Department:	Administration	☒ Current budget
Contact:	Johnson, Michael	☐ New FTE(s) Requested
Contact Phone:	(507) 835-0631	☐ Other
Prepared by:	Johnson, Michael	☐ Amendment Requested
		Board Goals: Fiscal Responsibility

PURPOSE/ACTION REQUESTED

Entrance of a temporary employment agreement with Fran Windschitl to analyze our investment portfolio and create a long-term, sustainable model.

SUMMARY

Waseca County has nearly 20 Million Dollars in its investment portfolio diversified in a number of banks and the MAGIC Fund. Because of the vast amounts of time and experience required to maximized returns of interest earnings on invested funds, staff feel we are presently underutilizing our potential returns.

Fran Windschitl has many years of experience (resume attached) in the world of financial management and investment of local government funds. His expertise in this area have made him a trusted and sought after resource across counties in the State of Minnesota. We would be fortunate to have his assistance.

RECOMMENDATION

Waseca County staff recommends that the Waseca County Board of Commissioners authorize entrance of a temporary employment agreement with Fran Windschitl.

EXPLANATION OF FISCAL/FTE IMPACTS

Consultation Services paid to Mr. Windschitl will come from the Administration budget and will eventually be offset by interest returns.

CONTRACT EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the Waseca County a Minnesota municipality (hereinafter referred to as the "County") and Fran Windschitl (hereinafter referred to as the "Employee") as of the 4th day of May 2021.

RECITALS

WHEREAS, the County wishes to retain the services of the Employee as a contractor for an interim period of time for the purposes of performing duties in support of the Auditor/Treasurer Department of the County; and

WHEREAS, the parties wish to set forth the terms and conditions of their relationship in this Agreement in order to assure the requisite flexibility to enable the Employee to function as a contractor with the County; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this agreement, County and Employee agree as follows:

Section 1. Contract. Employee shall be contracted by the County as Employee commencing on or about May 4, 2021.

Section 2. Duties. The duties of the Employee's position shall be to review and make recommendations regarding the County's investment portfolio to the Auditor/Treasurer, County Administrator, and County Board and other investment responsibilities as requested by the County.

Section 3. Discharge of Duties. The Employee shall be paid an hourly wage for all work performed as a contractor. The discharge of Employee's duties as a contractor allows them the ability to set their own schedule and work within the scope of responsibilities set forth in this agreement. The Auditor/Treasurer will direct and oversee all work of the Employee.

Section 4. Compensation. In exchange for the performance of the duties under this Agreement, Employee will be compensated at the rate of \$100.00 per hour for such services. Employee's compensation shall be subject to standard federal and state income tax withholding, FICA and Medicare deductions, and should exclude PERA deductions as the employee is already collecting a PERA pension. Employee shall not be entitled to any group insurance benefits, paid holidays, vacation, sick leave, severance, or County retirement benefits. Employee will be reimbursed at the IRS established rate for mileage related to County business, excluding mileage for travel to and from home to work.

Section 5. Compliance with Laws and Regulations. In providing services hereunder, Employee shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the County to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

Section 6. Term. This Agreement shall be for a term commencing May 4, 2021, and shall continue until completion of duties, unless terminated by one or both of the parties as set forth in this Agreement. Upon completion of duties, this agreement may be extended by written agreement of the parties.

Section 7. Indemnification. The County shall defend and indemnify the Employee pursuant to Minnesota Statutes 466.07 and 465.76. In addition, the County shall defend, hold harmless, and indemnify Employee from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the Employee was acting in the performance of the duties of the position.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the County and the Employee, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

Section 9. Severability. The parties covenant and agree that the provisions herein are reasonable and not known to be in any violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

Date: May 4, 2021

WASECA COUNTY,
MINNESOTA

COUNTY ADMINISTRATOR

By: _____

Ms. DeAnne Malterer

Its: County Board Chair

By: _____

Mr. Michael Johnson

Its: County Administrator

Date: _____

Date: _____

By _____

Mr. Francis (Fran) Windschitl

Its: Contract Employee

Date: _____

FRAN WINDSCHITL

1500 Lia Drive, Northfield, MN 55057

C: 507-202-2819

EDUCATION – COLLEGE

Degree: Bachelor of Science - Majors in Accounting, Business Administration, Minor in Computer Science

Institution: St. John's University, Collegeville, MN

Dates: September 1979 to May 1983

Degree: None: Took classes in pursuit of an MBA

Institution: St. Cloud State University

WORK EXPERIENCE

Organization: Office of the State Auditor

Positions: Local Governmental Auditor (LGA), LGA Intermediate, LGA Senior

Dates: October 1983 to March 1989, September 1990 to June 1991

Organization Description:

The Office of the State Auditor performs audits of local government financial statements, reviews documents, data, reports, and complaints reported to the Office. The financial information collected from local governments is analyzed and is the basis of statutory reports issued by the Office of the State Auditor.

Duties and Responsibilities:

Promoted to in charge auditor supervising staff members based out of Moorhead, Minnesota

Performed audits of county governments and their financial statements

Investigated white collar crime

Made internal control recommendations

Reporting Structure:

My position as county audit crew chief supervised as many as 4 staff members and reported to the Director of Audits who reported to the State Auditor.

Accomplishments:

- *Audited 25 different small to large Minnesota County Governments*
- *Assisted Anoka County in maintaining their GFOA Certificate of Excellence in Financial Reporting*
- *Investigated 3 instances of white collar crime*
- *Communicated effectively internal control strengths and weakness to clients*

Reason for Leaving:

Career advancement

Organization: Stearns County
Position: Financial Manager
Dates: March 1989 to September 1990

Organization Description:

Stearns County Board of Commissioners consists of five commissioners elected from five districts within the County. All commissioners serve overlapping four year terms of office. Each member serves on various committees. The Board appointed the County Coordinator who was the chief administrative officer and was responsible for the management of the County's 24 departments. Five of these departments including Attorney, Auditor, Treasurer, Recorder and Sheriff were elected while the rest were appointed by the County Board. The County provides a full range of services. These services include health and social services; tax assessment and collection; judicial, law enforcement and jail services; construction and maintenance of highways; recreational facilities, planning and zoning, and general government activities.

Duties and Responsibilities:

- Prepared the county's financial statements while overseeing all financial operations
- Advised County Departments, County Administrator and County Board on accounting and budgeting policies and procedures
- Set up departmental internal control systems
- Assisted the administrator in compiling the annual budget document
- Supervised a staff of 3
- Developed policies and procedures

Reporting Structure:

As the Financial Manager, I supervised three staff positions and reported to the elected Auditor/Treasurer who was clerk to the County Board.

Accomplishments:

- *Earned Stearns County's first two GFOA Certificates of Achievement in Reporting Excellence Awards*
- *Conducted a user fee study and made recommendations to the County Board to better attain the cost of providing services*
- *Developed complex budgetary spreadsheet models to provide "what if" scenarios to decision makers*
- *Compiled the budget document and provided necessary communication to stakeholders*
- *Arranged financing for remodeling the historic downtown courthouse facility and for construction of the administration building*

Reason for Leaving:

Increased responsibility and compensation

Organization Fran Windschitl, CPA
Position Owner
Dates: 1993 to Present

Organization Description:

Sole proprietor, CPA engaged to provide quality audit, compilation and consulting services to local units of governments.

Duties and Responsibilities:

Perform audits of Soil and Water Conservation Districts statewide

Performed financial statement compilations of various county governments

Performed a fee study analysis for a county government

Reporting Structure

I am currently a sole proprietor working as a consultant through a contract approved by the various governing bodies.

Accomplishments:

- *Helped Sherburne County earn the Certificate of Achievement in Reporting Excellence award from the GFOA for their first five years they submitted their report*
- *Assisted Soil and Water Conservation Districts to strengthen internal controls and communicate financial information*
- *Provided additional fee for service revenue opportunities for the Freeborn County staff and County Board to explore*

Reason for Leaving:

The time commitments for Auditor/Treasurer have become more extensive.

Current Organization: Rice County

Positions: Finance Director, Finance/MIS Director, Acting County Administrator, Auditor/Treasurer, Investment Officer

Dates: June 1991 to Current

Organization Description:

Rice County Board of Commissioners consists of five commissioners elected from five districts within the County. All commissioners serve overlapping four year terms of office. Each member serves on various committees. The Board appointed the County Administrator who is the chief administrative officer and is responsible for the management of the County's 15 departments. Four of these departments including Attorney, Auditor/Treasurer, Recorder and Sheriff are elected while the rest are appointed by the County Board. The County provides a full range of services. These services include health and social services; tax assessment and collection; judicial, law enforcement and jail services; construction and maintenance of highways; recreational facilities, planning and zoning, and general government activities.

Duties and Responsibilities:

As Finance Director:

- Prepare the County's financial statements
- Invest the County's surplus funds
- Compile the County's 65 million dollar budget
- Develop accounting procedures policies and internal controls

As MIS Director:

- Made all procurement decisions on IT related equipment
- Supervised up to three staff position supporting the IT infrastructure
- Developed policies and procedures to safeguard IT systems
- Managed telephone charge-backs

As Acting County Administrator:

- Supervised 15 department heads
- Acted as clerk to the County Board
- Responsible for finalizing the County's Budget
- Communicated issues with the public, press and other stakeholders

As Auditor/Treasurer:

Some of the roles I have as Auditor/Treasurer include chief financial officer, chief elections official, property tax administrator, budget officer under the direction of the County Administrator, chief investment officer, drainage system supervisor, licensing supervisor with major contributions from the 10 staff members I supervise. I sat on various statutory and statewide committees.

As Investment Officer:

Responsibilities include monitoring cash flow and investing surplus funds.
Report results quarterly to the County Board.

Reporting Structure:

As Finance and Finance/MIS Director I reported to the County Administrator who reported to the County Board. As acting Administrator I reported directly to the County Board. As elected County Auditor/Treasurer, I work in cooperation with the County Administrator to give competent financial advice to the County Board. After becoming elected, upon my recommendation, the County Board voted unanimously to combine the positions of Auditor/Treasurer and Finance Director. As the Investment Officer, I report to the Administrator.

Accomplishments:

- *Awarded the GFOA Certificate of Excellence in Financial Reporting for the past 25 years*
- *Awarded the GFOA Distinguished Budget Presentation Award*
- *Prepared various financial analysis, modeling and metric presentations to nonfinancial audiences*
- *Prepared various capital improvement plans to meet the County's campus facility, highway and equipment needs*
- *Supervised 9 successful state primary and general elections*
- *Helped the County attain an AA3 bond rating from Moody's Investor Service and AA from S&P*
- *Was the originator of one of very few legislative initiatives passed in 2007 granting \$180,000 in state grant funding to the Integrated Financial System platform independent rewrite project. Later this project was awarded the 2007 Award of Excellence from the MACO E-counties*
- *Provided new entrepreneurial investment strategies to earn above market yields while maintaining safety and liquidity for the County's \$30-80 million portfolio. 7 year portfolio performance was the among the best in the county and city pier group.*
- *Collected approximately \$80 million in property tax revenue and disbursed in to the appropriate entities*
- *Leader in establishing our County property information website and the various layers*
- *Attained the confidence and trust of stakeholders regarding the County's financial affairs through open communications and easy accessibility to information and staff resources*
- *Supervised and mentored 10 administrative staff while providing opportunities for profession development and advancement*

Past Leadership and committee roles:

- Minnesota Association of County Auditors Treasurers and Finance Officers (MACATFO) member and past president
- Minnesota Counties Computer Cooperative (MCCC) member and past executive board chair
- Metro Inter County Association Fiscal Officers Committee member and past chair
- MN Government Finance Officers Association member and past executive board member
- MACATFO Finance and Accounting past Committee chair
- Joint Integrated Financial System Committee member and past chair
- National Institute of Governmental Purchasing past member
- American Institute of Certified Public Accountants
- MN Society of Certified Public Accountants
- Minnesota County Officers Association member and past president
- South Central Technical College Accounting Advisory Board
- Northfield Schools Finance Advisory Committee
- Minnesota Association of Governments Investing for Counties Board past member and chair
- County Canvassing Board
- County Extension Secretary
- Board of Appeals and Equalization member
- Maximizing Public Resources Statewide Committee
- Various Rice County Committees
- Legal Compliance Committee through the Office of the State Auditor

Certifications presently held:

- Certified Public Accountant (Active)
- Certified Elections Administrator

Reason for Leaving: Retirement and then continued employment as their Investment Officer

My hobbies include running, hiking, kayaking, bicycling, swimming, skiing, tennis, and spending time with my wife, three daughters and three grandsons. I have also have volunteered with Meals on Wheels, the Northfield Police Reserves, and YMCA and Healthy Communities Initiative finance committees.