



AGENDA

SPECIAL CITY COUNCIL MEETING

**Monday, March 29, 2021
5:30 P.M.**

The City of Montrose is committed to maintaining a safe, welcoming, family-friendly community, with affordable housing, where parents can raise their families; to ensuring our skilled, motivated employees provide high quality public services at a value; to sound stewardship and fiscal responsibility to ensure our city remains strong and prosperous, both now and into the future; to nurturing business-friendly partnerships to promote economic development and local jobs; to thoughtfully address community needs and plan for growth, innovation and sustainable development; and to ethical leadership that is responsive and accountable to our citizens.

*** * Montrose Community Center * ***
200 Center Avenue South
Montrose, Minnesota 55363

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. BUSINESS
 - A. Randy's Sanitation Contract Amendment to Extend Contract and Transfer Billing and Customer Service Duties to Hauler
 - B. League of Minnesota Cities Insurance Trust Liability Coverage – Waiver Form
 - C. Discuss Upcoming Downtown Improvement Project Assessments
 - D. Monthly Disbursements – Request for three Accounts Payable Disbursements per month
 - E. Wright County Planning Commission – Ordinance Amendment Regarding Solar Energy Farms and Solar Energy Systems

5. OTHER

6. ADJOURNMENT

RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE CONTRACT

THIS RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE CONTRACT (the "Contract") is made and entered into this ___ day of March, 2021, by and between the CITY OF MONTROSE, MINNESOTA, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the "City") and RANDY'S ENVIRONMENTAL SERVICES, INC., a Minnesota corporation (the "Contractor").

WITNESSETH:

WHEREAS, the City has found and determined that the public health and safety of the City is promoted and preserved by maintaining with a single private contractor, an arrangement for the collection, transportation, and disposal of solid waste produced, kept, and accumulated within the City; and

WHEREAS, the City desires to maintain a curbside solid waste and recycling program; and

WHEREAS, in 2016 the City and Contractor entered into an agreement to provide residential refuse and recycling collection from April 1, 2016 until May 31, 2021; and

WHEREAS, the City and Contractor desire to enter into a substantially similar agreement under which Contractor will continue to provide services to the City and described within the terms of this Contract; and

WHEREAS, the service fees proposed by the Contractor are acceptable to the City.

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

- A. Solid Waste: Solid Waste shall mean wastes, garbage and rubbish of all kinds that accumulate in the ordinary operation of a residential unit. It shall not include unacceptable waste, as defined in Section 10.
- B. Place or Premises: Place or premises shall mean any residential house, residential unit, multiple residences, building, trailer, mobile home park, and every other place or premises where any person resides within the City.
- C. Residential Unit: Residential unit as used herein shall mean any structure in which one or more persons reside in up to three dwelling units.
- D. Person: Person shall mean and include any natural person, corporation, firm, or association.
- E. Compulsory Disposal List: The compulsory disposal list shall mean the list of residential units within the City, who by the provisions of City ordinances, are required to pay a monthly unit service fee for the collection, transportation and disposal of solid waste. Vacant premises or premises where all persons are absent for a period of thirty (30) days or more will be removed from the compulsory disposal list during such vacancies.
- F. Multiple Residences: Multiple Residences shall mean any single structure containing four (4) or more dwelling units.
- G. Recyclable: Recyclable shall mean the following items:

1. Newspapers, magazines, paper, envelopes, and paperboard boxes.
2. Rinsed clean aluminum, bi-metal and tinned food containers.
3. Rinsed clean glass containers (3 colors-clear, amber, green).
4. Rinsed clean plastic food and beverage bottles #1 thru #7.
5. Aseptic & Gable top cartons.

The Contractor and City may add other items as mutually agreed and made a part of this Contract.

SECTION 2. EXCLUSIVE PERMIT AND TENURE OF CONTRACT.

The Contractor shall have, if all terms and provisions of this Contract are met, an exclusive permit for the collection, transportation and disposal of all solid waste and recyclable material as herein defined from or with the City. The Contractor must obtain and maintain all licenses or permits to transact a refuse collection business in the City, Wright County, and the State of Minnesota.

The term of this Contract shall commence on April 1, 2021 and remain in effect through May 31, 2026. This Contract may be extended by written agreement of the parties for one renewal term of five years, and upon the terms and conditions as provided in APPENDIX A.

SECTION 3. RENEGOTIATIONS.

During the term of this Contract, the parties agree to meet and discuss with each other any suggested changes or amendments to this Contract in order to minimize or eliminate inequities as may arise. Such renegotiation may include, but is not limited to, an event or events in which the Contractor is incurring actual increases in government taxes and fees. The City agrees to negotiate this Contract with the Contractor to rectify any inadequacies as they arise. Any amendment, modification or change of any provision of this Contract must be in writing signed by both parties.

SECTION 4. RESIDENTIAL SOLID WASTE COLLECTION.

The Contractor shall collect, transport, and dispose of all solid waste from all residential units within the corporate limits of the City, as the same are now, and as the same may hereafter be defined, as follows:

- A. Once weekly during each and every week of the year. The residents shall place all solid waste containers curbside no later than 7:00AM on collection day.
- B. Owners and occupants of all residential units shall be required by the City to use an approved container for the disposal of solid waste.
- C. In no event shall the Contractor be required or suffer penalty for failure to perform a scheduled pickup when prevented from doing so as the result of an undue accumulation of snow and/or other catastrophic conditions.
- D. The Contractor shall be responsible for the billing and collection of fees for the solid waste removal services it provides and shall implement billing and collection of such fees as follows:
 1. The Contractor shall bill its customers on a quarterly (3 month) basis for all residential collection services provided under this Contract. The first bill will be sent to each customer during the first week of April, 2021. Prior to Contractor issuing the first bill, Contractor shall send a communication, which shall be approved by the City, explaining the change in billing practices.
 2. The Contractor shall be responsible for collection of customer accounts. The Contractor shall make reasonable efforts to collect payments that are past due. Delinquent accounts shall be defined as those residents who have not paid and are over three months past due.

The Contractor may impose their own reasonable administrative service fee of delinquent accounts, provided that adequate written notice has first been provided to the customer with copies retained in the Contractor's files. All such written notice of delinquent accounts shall be sent to the account holder.

3. The City will provide collection support for delinquent accounts over three months past due.
4. All cost billed to the owner of the benefitted property and not paid shall be special assessed, annually, on those properties benefitted by services provided. The special assessment shall be done in accordance with the procedures outlined in Minnesota Statutes 429 and/or Minnesota Statutes 443. Assessed funds will be remitted to Contractor. In no event will the City be responsible for fees or costs which are not eligible, at the sole discretion of the City, to be collected via special assessment.
- E. The Contractor shall establish a weekly collection schedule and a holiday collection schedule, which shall specify the day or days, on which collection shall be made from each residential unit. Weekly pick-up shall be on Tuesdays in accordance with the current schedule. This schedule may be altered and amended from time to time as the occasion may arise, with the consent of the City Council, in order to facilitate efficient collection and to maintain the health and safety of the community.
- F. Contractor shall provide an annual calendar for the City's residents identifying the collection schedule.
- G. Contractor shall provide containers and collection of refuse and recycling for 57 units at Countryview Estates Condominiums.
- H. Contractor is responsible for inventory of all containers disbursed throughout the City.
- I. Contractor shall provide containers and collection of refuse and recycling for all City owned properties, including parks.
- J. Contractor shall provide containers and collection of solid waste and recycling for Montrose Days, free of charge to the City.

SECTION 5. RESIDENTIAL COLLECTION OF RECYCLABLES (Single Sort).

The Contractor shall collect recyclable material from all residential units within the corporate limits of the City, as the same are now, and as the same may hereafter be defined, as follows:

- A. Collection: The Contractor will provide the collection of recyclables from each residential unit every other week.
- B. Containers: The Contractor will provide a Single Sort Cart for collection of all recyclable material to each residential unit. The cost of providing the cart will be built into the residential unit rate. Contractor shall be responsible for the maintenance of the carts and except in the case of abuse and/or misuse by a resident, shall replace free of cost.

SECTION 6. RESIDENTIAL SOLID WASTE & RECYCLE MATERIAL COLLECTION (FEES).

The Contractor's service fees for solid waste and recycle material collection shall be determined in accordance with the fee schedule attached hereto as APPENDIX A. This schedule will be in effect during the period of April 1, 2021 until May 31, 2026. The fees may be adjusted for any five-year renewal period subject to agreement of the parties hereto and written amendment of this Contract.

Some items such as white goods, tires, batteries, etc. will require an additional fee. The Contractor will make arrangements with each resident on an as needed basis to remove such items at the current market rate.

SECTION 7. COLLECTION EQUIPMENT.

The Contractor shall provide all equipment necessary for collection, transportation, and disposal of solid waste material. Unless the material to be transported presents practical difficulties, all Contractor trucks shall be designed and built specifically for solid waste collection and shall be of the covered all-metal type so the material being collected and transported will not be seen, will not blow, fall, or leak from the vehicle. The Contractor shall maintain equipment used in the performance of this Contract in a clean and sanitary condition.

SECTION 8. TRANSPORTATION.

Upon collection by the Contractor of solid waste, as required by the nature and size of its equipment, such waste shall be promptly and in a workmanlike manner transported to the site of disposal or processing, which may be within or located outside of the City.

SECTION 9. DISPOSAL.

The Contractor shall haul and dispose of solid waste at its own expense. The Contractor must comply with all applicable rules, regulations, and ordinances of the City, County, or the State of Minnesota. If there is a conflict between the provisions of this Contract and the pertinent ordinances, regulations, and statutes, the more stringent requirements apply.

SECTION 10. UNACCEPTABLE WASTE.

No person shall be permitted to deposit among the solid waste any matter of unacceptable waste such as hazardous waste, batteries, used motor oil, tires, and any other material listed as unacceptable by the State of Minnesota. The Contractor shall not be required to collect any such unacceptable waste and shall not incur any liability for any person for its refusal to do so.

SECTION 11. COLLECTION OPERATIONS.

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to ensure satisfactory collection, transportation, and disposal of solid waste material. The Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage and are to be replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect, to the highest extent possible, the public health and safety.

SECTION 12. CONTRACTOR INSURANCE AND INDEMNIFICATION.

Insurance. The Contractor shall maintain and keep in full force during the entire period of this Contract and any extensions thereof, the following insurance policies to insure against risks or liability:

- A. worker's compensation insurance, as required by statute in the State of Minnesota;
- B. public liability or commercial general liability insurance, with minimum limits of: **\$1,500,000.00 per occurrence; \$2,000,000 annual aggregate;**
- C. automobile liability insurance with limits of liability not less than: **\$5,000,000 per occurrence for property damage and \$5,000,000 for bodily injuries, damages, and/or death per occurrence;** and
- D. personal injury and property damage insurance with minimum limits of: **\$5,000,000 for bodily**

injuries, damages, and/or death per occurrence.

The City shall be named as an additional insured in all such policies with the exception of worker's compensation insurance. Contractor shall provide the City Clerk/Treasurer with a certificate of insurance annually evidencing all insurance, endorsements, and conditions, including a 30-day notice of cancellation to the City.

Indemnification. The Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission of the Contractor or its employees and agents in connection with its performance of the work contemplated by this Contract.

The Contractor shall pay all bills or claims for wages, salaries, and supplies, incurred in the operation of the collection service.

SECTION 13. CONTRACTOR PERFORMANCE AND TERMINATION.

The City may terminate this Contract if in the City's reasonable judgment there has been a breach of any provision by the Contractor, or if in the City's reasonable judgment there is other good cause for termination.

Upon failure of the Contractor to fulfill any of the provisions of the Contract the City may, at its option, declare the Contract immediately terminated and may thereafter hire such labor and equipment as may be necessary to perform the services contemplated by this Contract. The cost of such performance by the City shall be the responsibility of, and charged to, the Contractor.

SECTION 14. ASSIGNMENTS AND SUBCONTRACTORS.

The Contractor shall not assign this Contract or any interest therein or any privilege or right granted therein without the written consent of the City Council. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, neither shall the Contractor subcontract all or any portion of the work to be performed hereunder without the written consent of the City Council.

SECTION 15. COMMERCIAL BUSINESS COLLECTIONS.

This Contract applies only to residential solid waste and recyclable material as defined herein. Commercial businesses may contract with any licensed hauler it may choose.

SECTION 16. WAIVER.

The waiver by the City of any breach or violation of any term, covenant, or condition of this Contract shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant, or condition hereof.

SECTION 17. DISPUTE.

In the event a dispute shall arise between the Contractor and the City under any provision to this Contract, duly appointed City and Contractor representatives shall meet and endeavor to resolve the differences before litigation is commenced. The parties may also enter into formal or informal mediation proceedings. Disputes that require legal action will be dealt with in Wright County District Court. This Contract shall be construed in accordance with the laws of the State of Minnesota. Venue for any legal action shall be had in Wright County District Court.

SECTION 18. INDEPENDENT CONTRACTOR.

The services required under this Contract shall be performed and furnished by Contractor as an independent contractor and not as an agent or employee of City. The services shall be performed under the sole supervision, management, direction, and control of Contractor in accordance with the terms and conditions of this Contract. Contractor will have full control, including but not limited to hiring, firing and supervision of its employees to assist in the performance of this Contract.

Contractor further agrees that the services shall meet the approval of City but that the detailed manner and method of performing the Services shall be under the exclusive control of and in the complete discretion of Contractor. Contractor shall have no authority to act as an agent or employee of City nor to enter into any contract for or on behalf of City.

SECTION 19. DATA PRACTICES COMPLIANCE.

Data and information provided to the City under this Contract or through the provision of services for the City under this Contract shall be administered in accordance with Minnesota Statutes, Chapter 13, as amended, and all data shall be maintained in accordance with all applicable laws, rules, and regulations.

SECTION 20. ACCESS TO RECORDS.

Pursuant to Minnesota Statute Section 16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Contract.

Contractor agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

SECTION 21. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

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IN WITNESS WHEREOF, the parties have hereunto executed this Contract, by their officers, as of the day and year first above written.

RANDY'S SANITATION, LLC

THE CITY OF MONTROSE

By: Brandon Schuler
Its: General Manger

By: Kirby Moynagh
Its: Mayor

By: Jessica Bonniwell
Its: City Administrator

"APPENDIX A"
CITY OF MONTROSE
REFUSE AND RECYCLING SERVICE CONTRACT

A. Monthly Refuse Service Base Rates for 2021 (effective 4/1/2021)

Five Year Contract

- | | |
|-----------------------------------|--------------------|
| a. 35-gallon trash – \$6.20 | Per Unit Per Month |
| b. 65-gallon trash – \$10.20 | Per Unit Per Month |
| c. 95-gallon trash – \$13.21 | Per Unit Per Month |
| d. (2x) 95-gallon trash – \$19.70 | Per Unit Per Month |
- B. Extra Solid Waste over and above the container sizes will be collected and billed accordingly. Either an over capacity charge of \$2.50 when the cart lid is open by half or more and/or \$5.00 per bag when extra solid waste requires the driver to exit the vehicle.
- C. Every other week collection of Single Sort Recycle in 65-gallon carts will be \$5.00 per month per household.
- D. 3.5% annual increase on all service fees. All monthly rates are subject to the Minnesota Solid Waste Management Tax, as of 4/1/2021 is 9.75%.
- E. Country View Estates Condos:
- | | |
|---|-----------|
| a. Trash: Two, 8-yard containers – \$270.00 <u>\$333.00</u> | Per month |
| b. Recycle: Fourteen, 96-gallon carts – \$59.50 <u>\$72.10</u> | Per month |
- F. City-owned facilities will have the option, at no charge, AAA NAID certified Document Destruction service.
- G. Free weekly waste removal & recycling at all City-owned municipal buildings and City-owned parks.
- H. Offer Blue Bag Organics program for no additional charge. A year's supply of compostable bags will be delivered to interested homes.
- I. 10 items per year will be free of charge that the City Maintenance Staff brings to Randy's Drop Site (residential appliances, residential electronics, or bulky items (couch, mattress, etc.).
- J. Continued sponsor of the Annual Montrose Days Celebration. Continued participation in Annual Parade.
- K. Continued Sponsor of Montrose Beyond the Yellow Ribbon Organization/Light up the Night for Heroes 5k run.
- L. Continued Advertiser in the Montrose Fire Department Calendar.
- M. Each residential dwelling unit to receive a \$10.00 coupon for use at Randy's Drop Site.
- N. Offer annual Shred Day for residents on a Saturday either at Contractor's Delano facility or a chosen city site.

- O. Randy's will participate in a City hosted cleanup event in the spring of each year during a mutual agreed to weekend (historically the 1st Saturday in May). The event will be held at a City-owned facility, generally from 8:00 a.m.-1:00 p.m. The City will be responsible for the following costs associated with the event:
 - a. Service fee, to be mutually agreed upon annually by City and Contractor, and for 2021 the cost will be \$1,260.00 for two employees and a rear load truck; and
 - b. Disposal cost, to be established annually, and for 2021 the rate of disposal is \$66.00/ton.



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

CITY OF MONTROSE

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: MARCH 29, 2021

Signature: _____ Position: _____




Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: March 23, 2021
To: Honorable Mayor Moynagh
Members of the City Council
From:  Jared Voge, P.E.
City Engineer
Justin Kannas, P.E.
Assistant City Engineer
Subject: 2021 Downtown Improvement Project
Montrose, Minnesota
Project No.: W13.120514

Based on City Staff discussions, we have prepared an alternative assessment scenario, which reduces the financial burden to benefitting properties. This alternative excludes the estimated \$1,164,000.25 Street Reconstruction assessment total shown in the Preliminary Engineering Report (PER). The Cost Summary table and revised Assessment Percentages, Rates, & Totals are shown below. Revisions made from the PER have been stricken and are highlighted.

TABLE 2: COST SUMMARY			
ITEM	WRIGHT COUNTY	CITY	TOTAL
Street	\$822,951.33	\$5,773,802.95	\$6,596,754.27
Sanitary Sewer	—	\$944,587.51	\$944,587.51
Watermain	—	\$1,175,868.88	\$1,175,868.88
Storm Sewer	\$48,092.94	\$527,683.96	\$575,776.90
Total	\$871,044.27	\$8,421,943.30	\$9,292,987.57

TABLE 3: ASSESSMENT PERCENTAGES, RATES, & TOTALS

ITEM	ASSESSABLE PERCENTAGE	ASSESSMENT RATE	UNIT	ASSESSMENT TOTALS
Curb & Gutter – Reconstruction	30%	\$16.00	Foot	\$259,568.00
Street – Reconstruction	30% 0%	-\$71.75 --	Foot --	\$1,164,000.25 \$0.00
Sanitary Sewer Main – Reconstruction	30%	\$16.75	Foot	\$245,253.50
Sanitary Sewer Service	30%	\$590.00	Each	\$52,510.00
Watermain – Reconstruction	30%	\$18.75	Foot	\$274,537.50
Water Service – 1"	30%	\$770.00	Each	\$63,910.00
Water Service – 6"	30%	\$1,540.00	Each	\$7,700.00
Storm Sewer – Reconstruction	30%	\$12.75	Foot	\$206,843.25
Sidewalk	0%	–	–	–
Mill & Overlay	0%	–	–	–
TOTAL				\$2,274,322.50
				\$1,110,322.25

Example Assessment (Assuming a 75' frontage with water, sewer, and 1 sewer and water service):

- Based on current Montrose Assessment Guidelines and PER = \$11,560.00
- Based on alternative assessment scenario noted above = \$6,178.75

Example Assessment (Assuming a 100' frontage with water, sewer, and 1 sewer and water service):

- Based on current Montrose Assessment Guidelines and PER = \$14,960.00
- Based on alternative assessment scenario noted above = \$7,785.00

Example Assessment (Assuming a 125' frontage with water, sewer, and 1 sewer and water service):

- Based on current Montrose Assessment Guidelines and PER = \$18,360.00
- Based on alternative assessment scenario noted above = \$9,391.25

We recommend that the City Council review these revisions and the financial impact that they may have on the City and benefitting properties. We also recommend the City's financial advisor be consulted regarding requirements and limitations for project financing and how different assessment scenarios will affect financing options available to the City.

If the City Council would like to proceed with this revised assessment option, we recommend that the City of Montrose Assessment Guidelines adopted on August 8, 2011 be formally modified to change street reconstruction assessment rates to 30% for curb and gutter only. This will assist in maintaining consistency for future projects. If the City Council desires to proceed with the above alternative, we recommend that you pass a motion amending the PER to exclude the Street Reconstruction assessment.

If you have any questions on the above, please call.

JAV/sjj

MEMO

MONTHLY DISBURSEMENTS

March 29, 2021

Previously city staff was given the authority to do accounts payable disbursements twice a month, once at council meeting and one toward the end of the month, which has worked for a number of years. Recently we have been having an issue with the U.S. Postal Service and receiving invoices in a timely manner and for our checks to be delivered on time.

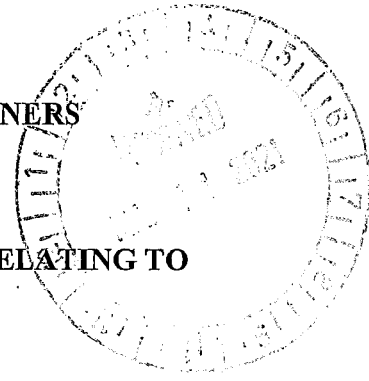
This becomes a problem with payables with definite due dates such as credit cards, our gas charges, etc. and especially when the council meeting is early in the month. We have not received the statements at that time and if they are not paid until the end of the month, the check will be late thus running the chance of getting a late charge.

Staff is asking for the authority to have three accounts payable disbursements if needed to assure invoices are paid in a timely manner and to avoid any late charges.

Action Needed:

Motion to approve three accounts payable disbursements per month when needed.

Prepared by Wendy Manson

WRIGHT COUNTY BOARD OF COMMISSIONERS**NOTICE OF INTENT TO AMEND****THE WRIGHT COUNTY CODE OF ORDINANCES RELATING TO****CHAPTER 155 ZONING**

NOTICE IS HEREBY GIVEN, that the Wright County Planning Commission on Thursday, April 15, 2021, at 1:00 P.M., will hold a public hearing to consider amending the Wright County Code of Ordinances. The amendment has been assigned number 21-3. This consideration and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, Buffalo, Minnesota.

The Wright County Planning Commission will be reviewing and discussing proposed amendment to the Wright County Code of Ordinances. Proposed is to amend 155.108(C)(14)(c), to add a minimum escrow deposit and surety amount.

The proposed ordinance can be reviewed in person in the Wright County Planning and Zoning Office in the Wright County Government Center.

In response to COVID-19, and pursuant to Minnesota Statute Chapter 12 relating to Emergency Management, Governor Walz has declared a state of emergency. In response to the state of emergency and in accordance with Minnesota Statute Chapter 13D.021, Planning Commission members and the public may participate in person, by telephone, or other electronic means. In person **public attendance and comments will not be allowed**, to conform with MDH and CDC guidelines to minimize gatherings. The meeting will be broadcast live on the Wright County YouTube channel. Written comments must be submitted to Wright County Planning and Zoning, 10 2nd Street N.W., Room 140, Buffalo, MN 55313. All comments received by at 4:00 p.m. April 14, 2021 will receive full consideration by the Wright County Planning Commission.

Person who want to attend the public hearing remotely can visit the Wright County Planning Commission website at <http://www.co.wright.mn.us/333/Planning-Commission> the week of the meeting for the link to the video and further instructions on how to participate.

Interpreter Services for the hearing impaired will be provided upon written request.

Lee R. Kelly
County Administrator

ORDINANCE AMENDMENT NUMBER 21-3

THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:

Article I – Amendment to Chapter 155 Zoning

Sec. 1

§155.108 SOLAR ENERGY FARMS AND SOLAR ENERGY SYSTEMS

§ 155.108 (C)(14)(c) is amended as follows:

(c) The agreement shall require the applicant to create an escrow deposit or furnish an irrevocable letter of credit or a certified check as is determined by the County Attorney, County Engineer, and County Administration. The amount of the deposit or security is to be based upon the estimate of the total cost to remove any infrastructure and reclaim the property to its original condition at the conclusion of the solar energy farm. The salvage or resale value of the infrastructure shall not be used in calculating any offset or credit against the estimate of the total cost to remove the infrastructure and reclaim the property to its original condition. The deposit or security shall equal 150% of the estimate of all costs to remove any infrastructure and reclaim the property, plus any amount deemed necessary by the County Engineer to protect any public infrastructure during the construction or decommissioning of this project. This amount may be reduced or increased upon approval of a County Board resolution based upon such consideration as the size of the project, past performance by the applicant and/or financial credibility of the applicant, but in no case shall the amount be less than 50% of the estimate. On request of the applicant, if evidence is presented that the described work and improvements have been paid for, the amount of the deposit may be reduced in a sum equal to the estimated cost of the reclamation work so completed. Notwithstanding the aforementioned, the initial escrow deposits or surety shall comply with the minimum requirements in the table below:

<u>Minimum Amounts for Initial Solar Farm Escrow Deposit or Surety</u>	
<u>Solar Farms 1.0 MW and Less</u>	<u>\$100,000</u>
<u>1.01 to 1.49 MW</u>	<u>\$150,000</u>
<u>1.5 to 1.99 MW</u>	<u>\$200,000</u>
<u>2.0 to 2.99 MW</u>	<u>\$250,000</u>
<u>3.0 to 3.99 MW</u>	<u>\$300,000</u>
<u>4.0 to 4.99 MW</u>	<u>\$350,000</u>
<u>5.00 MW and above</u>	<u>\$400,000</u>

WRIGHT COUNTY PLANNING COMMISSION
NOTICE OF INTENT TO AMEND THE WRIGHT COUNTY CODE OF ORDINANCES

19

CITY/TOWNSHIP RESPONSE FORM

CITY/TOWNSHIP: _____

HEARING DATE: Thursday, April 15, 2021
at 1:00 p.m.

CHAPTER 155 ZONING

NOTICE IS HEREBY GIVEN, that the Wright County Planning Commission on Thursday, April 15, 2021, at 1:00 P.M., will hold a public hearing to consider amending the Wright County Code of Ordinances. The amendment has been assigned number 21-3. This consideration and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, Buffalo, Minnesota.

The Wright County Planning Commission will be reviewing and discussing proposed amendment to the Wright County Code of Ordinances. Proposed is to amend 155.108(C)(14)(c), to add a minimum escrow deposit and surety amount.

NOTES: See Ordinance Amendment 21-3 included.

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THE TOWN BOARD OR CITY COUNCIL SHOULD COMPLETE THE FOLLOWING. IF NO WRITTEN RESPONSE IS RECEIVED BEFORE THE HEARING, THE PLANNING COMMISSION WILL ASSUME THAT THE CITY COUNCIL/TOWN BOARD HAS NO OBJECTION TO THE PROPOSED AMENDMENTS.

__CITY/TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _____

__CITY/TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

CITY/TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: _____