



## STEELE COUNTY BOARD AGENDA

Administration Center - 630 Florence Avenue – Owatonna, MN 55060

### *Steele County's Mission:*

*Driven to deliver quality services in a respectful and fiscally responsible way.*

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**TUESDAY, MAY 23, 2023 at 5:00 PM**

**County Boardroom, Steele County Administration Center**

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*Persons with background material for agenda items are asked to provide them to the Administrator's Office 5 days prior to the meeting date so that the material can be linked to the online agenda. If handouts at the Board meeting are necessary, please bring enough copies for the Board, county staff, the press and the public. Generally, 15 copies should be sufficient.*

### **Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda

### **Public Comment**

Those wishing to speak must state their name and address for the record after they are acknowledged by the Board Chair. Each person will be limited to two (2) 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.

### **Correspondence**

4. Steele County Historical Society (pg. 4)

**Consent Agenda** - *Items listed on the Consent Agenda are considered routine and non-controversial by the County Board. There will be no separate discussion of these items unless requested by a member of the County Board.*

5. Approve May 9, 2023 Board Minutes (pg. 5)
6. Approve May 9, 2023 Board Work Session Minutes (pg. 8)
7. Approve Bills (pg. 9)

8. Approve Personnel Report (pg. 43)
9. Approve Renewing the State of Minnesota Grant Contract Agreement to receive Remote Electronic Alcohol Monitoring Grant (REAM GRANT) and authorize Community Corrections Director to sign (pg. 44)
10. Approve Rescinding the Renewal Agreement with Bureau of Criminal Apprehension and Community Corrections approved April 25, 2023 (pg. 59)
11. Approve the renewal of the BCA Joint Powers Agreement and to Adopt a Resolution approving the State of Minnesota joint powers agreement with the County Attorney, Community Corrections, and the Sheriff. (pg. 60)
12. Approve Renewal of the County Boat and Water Safety Grant Contract Agreement (pg.70)
13. Approve On-Sale 3.2 Beer & Wine License renewal for Blooming Prairie County Club (pg. 91)
14. Appoint Ed Nelson as the Steele County Snowmobile Trail Administrator (pg. 92)
15. Adopt Resolution for County State Aid Highway 2 Designation (pg. 93)
16. Award Professional Services Contract for CSAH 48 Construction Services to WSB (pg. 95)
17. Adopt Resolution for Acceptance of Right-of-Way Donation for S.A.P. 074-648-007 and approve Donation Agreement (pg. 97)
18. Approve Right-of-Way Purchase from Closed Session (pg. 118)

#### **General**

19. County Attorney Appointment Process

#### **County Board Work Session – Tuesday, May 23, 2023**

20. Local Housing Trust Fund - Set Public Hearing date for June 13<sup>th</sup> (pg. 119)
21. Fleet Vehicle Policy (pg. 120)
22. Professional Services Contract with WHKS for Preliminary Design to Replace CR 180 Bridge (pg. 121)
23. Other Action Items

#### **Public Works Committee - Thursday, May 11, 2023**

24. Accept Feasibility Report – CSAH 48 Main Street (Oak Ave to Chambers Ave) (pg. 123)
25. Contract Award – CSAH 48 (Bixby Rd.) at 18th St SE Roundabout Construction SAP 074-648-007 (pg. 156)

26. Resolution – Approving Steele County Landfill Certificate of Need Request and Authorize Chair to Sign the Request (pg. 157)

### **Information Items**

27. 2022 Highway Department Annual Report - a copy of this report is available at the Highway Department (pg. n/a)
28. Public Safety and Health Committee Minutes – May 10, 2023 (pg. 160)
29. Public Works Committee Minutes – May 11, 2023 (pg. 162)
30. Land Use and Records Committee Minutes – May 16, 2023 (pg. 164)

### **Presentations:**

### **Commissioner Reports:**

### **Next Meeting Notices:**

**Property & Maintenance Committee** – Thursday, June 1 at 8 a.m. in the Boardroom

**Internal Central Services** – Tuesday, June 6<sup>th</sup> at 8 a.m. in the Boardroom

**Public Works Committee** – Thursday, June 8<sup>th</sup> at 8:00 a.m., Public Works Facility

**County Board Work Session** – Tuesday, June 13<sup>th</sup> at 4:00 p.m. in the Boardroom

**County Board Meeting** – Tuesday, June 13<sup>th</sup> at 5:00 p.m. in the Boardroom

**Board of Equalization** – Tuesday, June 13<sup>th</sup> at 7:00 p.m. in the Boardroom

***Closed Session for the purpose of labor negotiations strategy, per MN statute 179A.01, section 13D.03***

31. Action on Juneteenth 2023 Holiday

### **Adjourn**

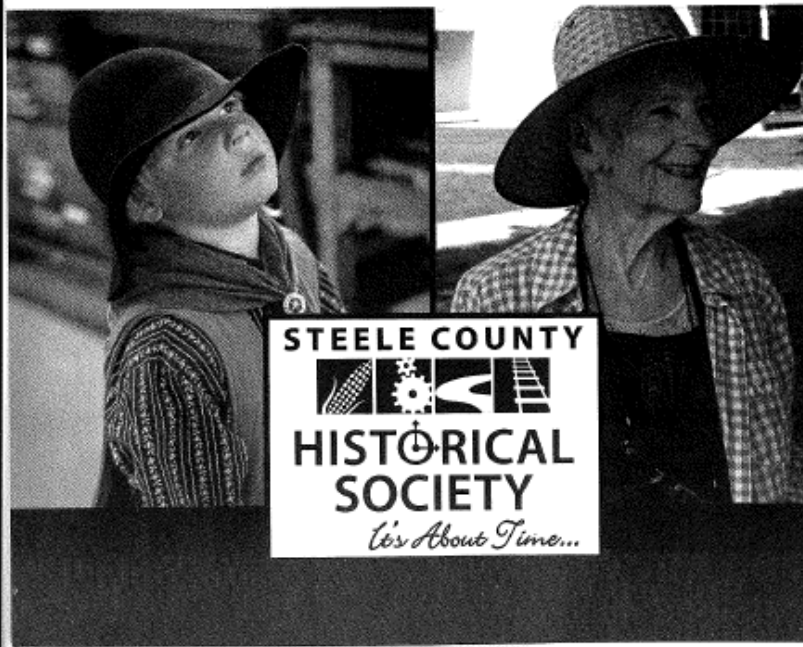
*Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Steele County Board of Commissioners. This document does not claim to be complete and is subject to change.*

Dear County Commissioners,

Thank you for your continued support of the Steele County Historical Society. This year's County allocation will help SCHS continue to preserve our county's past, share its stories and connect people with history in new and meaningful ways. Thank you again for your continued support.

Sincerely,

Jeff C. Tied







created by COVID-19 has diminished to the point it no longer necessitates a State of Emergency declaration for Steele County, and  
**WHEREAS**; the COVID-19 national emergency and public health emergency has ended on May 11, 2023, and  
**WHEREAS**; the Emergency Management Director requests the Steele County Board of Commissioners to repeal the resolution declaring a State of Emergency effective May 12, 2023, and  
**NOW, THEREFORE, BE IT RESOLVED**, the Steele County Board of Commissioners repeal the resolution Steele County is no longer in a State of Emergency conditions from the COVID-19 flu pandemic.

**General Agenda:**

Human Resource Director Julie Johnson read the May Employee Anniversary report.

**Anniversaries:**

| <b><i>Name</i></b>         | <b><i>Position-Dept Anniv.</i></b>      | <b><i>Date Yrs.</i></b> | <b><i>Service</i></b> |
|----------------------------|-----------------------------------------|-------------------------|-----------------------|
| Katty Hernandez San Martin | Legal Admin Asst. – Attorney’s Office   | 05/02/23                | 1                     |
| Caleb Buck                 | Deputy – Sheriff’s Office               | 05/09/23                | 7                     |
| Jim Holtan                 | Deputy – Sheriff’s Office               | 05/12/23                | 20                    |
| Rose Kaiser                | Accounting Technician –Public Health    | 05/12/23                | 9                     |
| Bill Youngquist            | Sergeant – Sheriff’s Office             | 05/12/23                | 26                    |
| Janet Korogi               | Case Aide – Public Health               | 05/14/23                | 5                     |
| Lisa Waypa                 | Family Health Supervisor – PH           | 05/15/23                | 23                    |
| Kevin Kozel Correctional   | Sergeant – Detention Center             | 05/15/23                | 11                    |
| Michelle McMurphy          | RN – Public Health                      | 05/16/23                | 4                     |
| Dan Murphy                 | Building Official – Planning & Zoning   | 05/20/23                | 4                     |
| Mike Smith                 | Sergeant – Sheriff’s Office             | 05/21/23                | 9                     |
| Steven Schulz              | Correctional Officer – Detention Center | 05/27/23                | 9                     |
| Mary Jo Bergquist          | Admin. Support Asst–Veteran’s Services  | 05/28/23                | 4                     |
| Christina Wassell          | Network Support Specialist – IT         | 05/28/23                | 4                     |

Commissioner Glynn offered the following **Resolution**, seconded by Commissioner Gnemi

**Resolution Adopting Negotiated Changes To The  
2023 – 2025 AFSCME, Council 65  
Highway Unit Labor Agreement**

**WHEREAS**, the current Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees – Courthouse Unit expires effective December 31, 2022; and  
**WHEREAS**, the County has recently negotiated a three (3) year labor agreement with AFSCME; and  
**WHEREAS**, the proposed agreement is reasonable, fiscally prudent and within current budget parameters;  
**NOW, THEREFORE, BE IT RESOLVED**, that the Steele County Board of Commissioners approves the proposed labor agreement effective January 1, 2023 through December 31, 2025 between Steele County and the American Federation of State, County and Municipal Employees AFL-CIO, Council 65, Local 147 – Highway Unit.

Upon the vote being taken, five Commissioners voted in favor thereof, none absent and not voting.  
A copy of the Resolution is on file in the Auditor’s office.

Motion by Commissioner Abbe, seconded by Commissioner Gnemi to approve IUP 2023-01 for Ulland Brothers Inc. Bituminous Stockpiling & Processing with 2 Conditions. Ayes all.

Motion by Commissioner Brady, seconded by Commissioner Glynn to approve a Proclamation designating May 21-27, 2023 as National Public Works Week in Steele County. Ayes all.

Motion by Commissioner Abbe, seconded by Commissioner Gnemi to approve open applications for County Attorney Vacancy, limit recruitment process to approximately 30 days, and appoint two commissioners to serve on review team. Ayes all.

Motion by Commissioner Glynn, seconded by Commissioner Gnemi to approve Temporary Leave of Absence Request for a member of the Detention Center. Ayes all.

Motion by Commissioner Glynn, seconded by Commissioner Gnemi to approve hiring an additional Public Health Case Manager position. Ayes all.

Motion by Commissioner Gnemi, seconded by Commissioner Glynn to approve an Interim Policy

2023-01: COVID-19 Emergency Leave Ayes all.

Motion by Commissioner Glynn, seconded by Commissioner Gnemi to approve the Facilities and Fleet Director to Advertise for Bids for Steele County Fairgrounds Electrical Safety project pending receipt of the State Grant Agreement and County Attorney review of Agreement. Ayes all.

**Commissioner Reports:**

Commissioner Brady reported on his attendance at Planning & Zoning meeting, 911 Dispatch, and Joint Transportation Task Force meeting.

Commissioner Glynn - no report.

Commissioner Gnemi reported on his attendance at Work Force meeting, Property & Maintenance meeting, SEMCAC meeting, and the Work Session.

Commissioner Abbe reported on his attendance at Rice/Steele 911 Dispatch meeting, and Joint Transportation Task Force meeting.

Commissioner Krueger reported on his attendance at Steele County Health Alliance Finance meetings, Internal Central Services, Criminal Justice meeting, County / Fair Board Joint meeting, Joint Powers meeting, Strategic Planning meeting, and the Work Session.

**LISTING OF BILLS**

May 9, 2023

|                                        |                     |
|----------------------------------------|---------------------|
| Advanced Correctional Healthcare Inc   | 4,193.98            |
| American Solutions for Business        | 10,146.79           |
| Anderson/James Hurd                    | 3,975.00            |
| City Of Blooming Prairie               | 10,000.00           |
| City Of Ellendale                      | 10,000.00           |
| City Of Medford                        | 5,000.00            |
| Community Pathways of Steele County In | 12,000.00           |
| Crisis Resource Center-Steele Co       | 10,000.00           |
| CRK Properties LLC                     | 6,734.22            |
| Daikin Applied America Inc             | 6,608.62            |
| Express Pressure Washers Inc           | 6,565.84            |
| Healthy Seniors Of Steele Co           | 10,000.00           |
| LVC Companies Inc                      | 19,029.27           |
| Mike's Repair                          | 4,984.50            |
| Mn Dept Of Transportation              | 16,819.17           |
| Owatonna Area Business Dev Center      | 4,000.00            |
| Owatonna Heating & Cooling Inc.        | 65,265.00           |
| Owatonna Partners For Economic Dev     | 5,000.00            |
| Ramy Turf Products                     | 2,275.76            |
| RDO Equipment Co, Inc.                 | 19,637.94           |
| RSBS Management Inc                    | 5,112.89            |
| Se Mn Emergency Medical Services       | 5,000.00            |
| Semcac                                 | 10,000.00           |
| Short Elliott Hendrickson Inc          | 17,055.25           |
| Southern Mn Initiative Foundation      | 6,000.00            |
| Steele County Agricultural Society     | 42,500.00           |
| Steele County Auditor                  | 35,000.00           |
| Steele County Highway Dept             | 10,548.70           |
| Steele County Historical Society       | 8,000.00            |
| Steele County Humane Society           | 5,000.00            |
| Steele County Transitional Housing     | 10,000.00           |
| Summit Food Services LLC               | 10,196.97           |
| Tony's Flooring                        | 2,592.40            |
| Ziegler,Inc                            | 7,790.54            |
| 104 Payments less than 2000            | <u>48,604.98</u>    |
| <b>Final Total:</b>                    | <b>\$455,637.82</b> |

Motion by Commissioner Gnemi seconded by Commissioner Abbe , to adjourn to the Call of the Chair at 5:39 p.m. Ayes all.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
AUDITOR

PROCEEDINGS OF THE STEELE COUNTY BOARD OF COMMISSIONERS

SPECIAL SESSION

May 9, 2023

STATE OF MINNESOTA)  
                                          )ss  
COUNTY OF STEELE    )

The Steele County Board of Commissioners held a Work Session at 4:00 p.m. on May 9, 2023, with Commissioners Krueger, Brady, Glynn, Gnemi, and Abbe present. Also present were Assistant County Attorney II Tazio Lombardo, County Attorney Dan McIntosh, Chief Deputy County Attorney Julia Forbes, Treasurer/Finance Director Cathy Piepho, Human Resource Director Julie Johnson, Assessor Tom Reineke, IT Director Dave Purscell, County Administrator Scott Golberg and Executive Assistant Rebecca Kubicek.

County Attorney appointment discussion took place. The appointment is for an elected position that would end in 2026. There are two options available: appoint your most qualified current staff member or go to an open application process. In the recent past, Steele County Commissioners appointed a County Sheriff in 2009 and a County Attorney in 2010. In both cases, Steele County Commissioners opened the positions to the application process. Chief Deputy Attorney Julia Forbes spoke regarding her background as an attorney. Discussed the changes she had experienced between being a Senior County Attorney vs her role as a Chief Deputy County Attorney. Commissioner's spoke, appreciating the role she will be taking as they determine how to proceed. Commissioners would like to move quickly with whatever direction they agree to proceed with. The Commissioners thanked Dan for his years of service.

South County Health Alliance gave a presentation regarding the 2022-year end financials, the 2023-25 Strategic Plan and the Legislative update. Scott Schufman spoke regarding their 2022-year end financial and Leota Lind spoke regarding the Strategic Plan and gave a Legislative update.

Meeting was adjourned at 5:00 p.m.

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CHAIRMAN

ATTEST:\_\_\_\_\_

SBENDORF  
5/18/23 10:13AM

# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|                         |   |                                 |                |   |                        |
|-------------------------|---|---------------------------------|----------------|---|------------------------|
| Print List in Order By: | 2 | 1 - Fund (Page Break by Fund)   | Page Break By: | 1 | 1 - Page Break by Fund |
|                         |   | 2 - Department (Totals by Dept) |                |   | 2 - Page Break by Dept |
|                         |   | 3 - Vendor Number               |                |   |                        |
|                         |   | 4 - Vendor Name                 |                |   |                        |

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

SBENDORF

5/18/23 10:13AM

10 Road &amp; Bridge Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 2

| Vendor | Name                                  | Rpt      | Warrant Description               | Invoice #      | Account/Formula Descripti        | 1099 |
|--------|---------------------------------------|----------|-----------------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                       | Accr     | Service Dates                     | Paid On Bhf #  | On Behalf of Name                |      |
| 301    | DEPT                                  |          | Administration                    |                |                                  |      |
| 1      | 8251 BRN Lawn & Landscape LLC         |          | April lawn care services          | 2340           | Bldg Repair & Maintenance        | Y    |
|        | 10-301-000-0000-6512                  | 160.00   |                                   |                |                                  |      |
|        | 8251 BRN Lawn & Landscape LLC         | 160.00   |                                   | 1 Transactions |                                  |      |
| 17     | 61505 Gopher State One-Call           |          | April locates                     | 3041470        | Consultants/Admin Fee            | N    |
|        | 10-301-000-0000-6260                  | 36.45    |                                   |                |                                  |      |
|        | 61505 Gopher State One-Call           | 36.45    |                                   | 1 Transactions |                                  |      |
| 20     | 37025 Innovative Office Solutions LLC |          | Red & blue gel pens               | IN4186183      | Office Supplies                  | N    |
|        | 10-301-000-0000-6410                  | 24.40    |                                   |                |                                  |      |
|        | 37025 Innovative Office Solutions LLC | 24.40    |                                   | 1 Transactions |                                  |      |
| 21     | 51039 Med Compass                     |          | (9) annual hearing tests          | 43317          | Consultants/Admin Fee            | N    |
|        | 10-301-000-0000-6260                  | 376.84   |                                   |                |                                  |      |
| 22     | 10-301-000-0000-6260                  | 167.52   | (4) annual hearing tests          | 43317          | Consultants/Admin Fee            | N    |
| 23     | 10-301-000-0000-6260                  | 125.64   | (3) annual hearing tests          | 43317          | Consultants/Admin Fee            | N    |
|        | 51039 Med Compass                     | 670.00   |                                   | 3 Transactions |                                  |      |
| 24     | 5072 MN County Engineers Assn         |          | MCEA summer conference - Ilkka    | Registration   | Membership Dues                  | N    |
|        | 10-301-000-0000-6241                  | 160.00   |                                   |                |                                  |      |
|        | 5072 MN County Engineers Assn         | 160.00   |                                   | 1 Transactions |                                  |      |
| 28     | 68420 Plunkett's Pest Control, Inc.   |          | May pest control                  | 8014043        | Bldg Repair & Maintenance        | N    |
|        | 10-301-000-0000-6512                  | 105.40   |                                   |                |                                  |      |
|        | 68420 Plunkett's Pest Control, Inc.   | 105.40   |                                   | 1 Transactions |                                  |      |
| 301    | DEPT Total:                           | 1,156.25 | Administration                    | 6 Vendors      | 8 Transactions                   |      |
| 302    | DEPT                                  |          | Road & Bridge Maintenance Expense |                |                                  |      |
| 8      | 8882 D & M Construction LLC           |          | 15 yards of black dirt CSAH 6     | 13221          | Weed Spray & Vegetation Supplies | Y    |
|        | 10-302-000-0000-6553                  | 460.50   |                                   |                |                                  |      |
| 9      | 10-302-000-0000-6553                  | 644.70   | 21 yards of screened dirt, CSA    | 13229          | Weed Spray & Vegetation Supplies | Y    |
|        | 8882 D & M Construction LLC           | 1,105.20 |                                   | 2 Transactions |                                  |      |
| 302    | DEPT Total:                           | 1,105.20 | Road & Bridge Maintenance Expense | 1 Vendors      | 2 Transactions                   |      |
| 304    | DEPT                                  |          | Equipment Maintenance & Shops     |                |                                  |      |

SBENDORF

5/18/23 10:13AM

10 Road &amp; Bridge Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 3

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|--------|------------------------------|-----------|--------------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula              | Accr      | Service Dates                  | Paid On Bhf # | On Behalf of Name               |      |
| 10150  | Carquest Auto Parts          |           |                                |               |                                 |      |
| 3      | 10-304-000-0000-6511         | 15.39     | Gear oil sealant               | 458741        | Maint Shop Supplies & Materials | N    |
| 4      | 10-304-000-0000-6513         | 104.27    | Socket sets                    | 459256        | Tools                           | N    |
| 10150  | Carquest Auto Parts          | 119.66    | 2 Transactions                 |               |                                 |      |
| 11215  | Central Farm Services        |           |                                |               |                                 |      |
| 5      | 10-304-000-0000-6511         | 316.50    | 125 gallons of Def antifreeze  | 701022        | Maint Shop Supplies & Materials | N    |
| 11215  | Central Farm Services        | 316.50    | 1 Transactions                 |               |                                 |      |
| 16480  | Crysteel Truck Equipment Inc |           |                                |               |                                 |      |
| 6      | 10-304-000-0000-6520         | 260.00    | Truck rack & hardware kit      | LP215505      | Machinery/Vehicle Parts         | N    |
| 16480  | Crysteel Truck Equipment Inc | 260.00    | 1 Transactions                 |               |                                 |      |
| 16750  | Curts Truck & Diesel Svc     |           |                                |               |                                 |      |
| 7      | 10-304-000-0000-6520         | 52.01     | Shut off dummy & mud flap back | 241444        | Machinery/Vehicle Parts         | N    |
| 16750  | Curts Truck & Diesel Svc     | 52.01     | 1 Transactions                 |               |                                 |      |
| 3618   | Duraco Inc                   |           |                                |               |                                 |      |
| 10     | 10-304-000-0000-6600         | 81,052.00 | Durapatcher purchase, unit2301 | 32127         | Capital Outlay                  | N    |
| 3618   | Duraco Inc                   | 81,052.00 | 1 Transactions                 |               |                                 |      |
| 23800  | Fastenal Company             |           |                                |               |                                 |      |
| 16     | 10-304-000-0000-6511         | 16.52     | Safety glasses lenses cleaners | MNOWA241154   | Maint Shop Supplies & Materials | N    |
| 23800  | Fastenal Company             | 16.52     | 1 Transactions                 |               |                                 |      |
| 36550  | IFACS                        |           |                                |               |                                 |      |
| 18     | 10-304-000-0000-6520         | 127.17    | D-ring & 1/2 brass hex nipple  | 5313761       | Machinery/Vehicle Parts         | N    |
| 19     | 10-304-000-0000-6520         | 21.85     | Tee, bushing, coupling, nipple | 5314024       | Machinery/Vehicle Parts         | N    |
| 36550  | IFACS                        | 149.02    | 2 Transactions                 |               |                                 |      |
| 4097   | Nuss Truck & Equipment       |           |                                |               |                                 |      |
| 25     | 10-304-000-0000-6520         | 692.25    | Level sensor, unit#2170        | PSO0007871    | Machinery/Vehicle Parts         | N    |
| 26     | 10-304-000-0000-6520         | 295.28    | Bracket, unit#2162             | PSO0007871    | Machinery/Vehicle Parts         | N    |
| 4097   | Nuss Truck & Equipment       | 987.53    | 2 Transactions                 |               |                                 |      |
| 61520  | Owatonna Motor Company       |           |                                |               |                                 |      |
| 27     | 10-304-000-0000-6520         | 35.38     | Jet 42 kit, unit#2144          | 161174        | Machinery/Vehicle Parts         | N    |
| 61520  | Owatonna Motor Company       | 35.38     | 1 Transactions                 |               |                                 |      |

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| No.    | Account/Formula                       | Accr      | Service Dates                  | Paid On Bhf # | On Behalf of Name               |      |
| 29     | 3314 Ronco Engineering Sales          |           |                                |               |                                 |      |
|        | 10-304-000-0000-6520                  | 245.00    | Strobe light & magentic mount  | 3321811       | Machinery/Vehicle Parts         | N    |
|        | 3314 Ronco Engineering Sales          | 245.00    | 1 Transactions                 |               |                                 |      |
| 31     | 85167 Stewart Sanitation              |           |                                |               |                                 |      |
|        | 10-304-000-0000-6514                  | 114.61    | April garbage & recycling serv | 0000781637    | Utility Services                | N    |
|        | 85167 Stewart Sanitation              | 114.61    | 1 Transactions                 |               |                                 |      |
| 32     | 86520 Terminal Supply Company         |           |                                |               |                                 |      |
|        | 10-304-000-0000-6511                  | 344.72    | Shrink ring, screws, bolts etc | 39079-00      | Maint Shop Supplies & Materials | N    |
|        | 86520 Terminal Supply Company         | 344.72    | 1 Transactions                 |               |                                 |      |
| 33     | 3897 Venture Hydraulics Inc           |           |                                |               |                                 |      |
|        | 10-304-000-0000-6520                  | 126.10    | Monoblok & smooth cover hose   | 35799         | Machinery/Vehicle Parts         | N    |
|        | 3897 Venture Hydraulics Inc           | 126.10    | 1 Transactions                 |               |                                 |      |
| 36     | 99250 Zep Sales & Service             |           |                                |               |                                 |      |
|        | 10-304-000-0000-6511                  | 321.20    | ZEP soaps & wipes              | 9008532761    | Maint Shop Supplies & Materials | N    |
|        | 99250 Zep Sales & Service             | 321.20    | 1 Transactions                 |               |                                 |      |
| 304    | DEPT Total:                           | 84,140.25 | Equipment Maintenance & Shops  | 14 Vendors    | 17 Transactions                 |      |
| 310    | DEPT                                  |           | Capital Construction           |               |                                 |      |
|        | 4895 Canadian Pacific Railway Company |           |                                |               |                                 |      |
| 2      | 10-310-000-0000-6565                  | 95,546.21 | Railroad work 074-649-001      | 0011148341    | Sales Tax Construction          | N    |
|        | 4895 Canadian Pacific Railway Company | 95,546.21 | 1 Transactions                 |               |                                 |      |
| 11     | 22460 Erickson Engineering Co LLC     |           |                                |               |                                 |      |
|        | 10-310-000-0000-6535                  | 92.50     | Project Mgmt, 074-643-010      | 15710         | Town Bridges                    | Y    |
| 12     | 10-310-000-0000-6535                  | 92.50     | Project Mgmt, 074-599-043      | 15711         | Town Bridges                    | Y    |
| 13     | 10-310-000-0000-6535                  | 92.50     | Project Mgmt, 074-599-040      | 15712         | Town Bridges                    | Y    |
| 14     | 10-310-000-0000-6535                  | 92.50     | Project Mgmt, 074-599-042      | 15713         | Town Bridges                    | Y    |
| 15     | 10-310-000-0000-6535                  | 92.50     | Project Mgmt, 074-599-041      | 15714         | Town Bridges                    | Y    |
|        | 22460 Erickson Engineering Co LLC     | 462.50    | 5 Transactions                 |               |                                 |      |
| 30     | 77570 Short Elliott Hendrickson Inc   |           |                                |               |                                 |      |
|        | 10-310-000-0000-6262                  | 2,319.39  | Prof services 074-648-008      | 445246        | Sales Tax Consultants           | N    |
|        | 77570 Short Elliott Hendrickson Inc   | 2,319.39  | 1 Transactions                 |               |                                 |      |



SBENDORF

5/18/23 10:13AM

10 Road & Bridge Fund

# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

| Vendor Name |                      | Rpt  | Warrant Description |                           | Invoice #       | Account/Formula Description |                 | 1099 |
|-------------|----------------------|------|---------------------|---------------------------|-----------------|-----------------------------|-----------------|------|
| No.         | Account/Formula      | Accr | Amount              | Service Dates             | Paid On Bhf #   | On Behalf of Name           |                 |      |
| 4364        | WSB & Associates Inc |      |                     |                           |                 |                             |                 |      |
| 34          | 10-310-000-0000-6260 |      | 16,703.50           | Prof services 074-648-007 | 1795300014      | Consultants/Admin Fee       |                 | Y    |
| 35          | 10-310-000-0000-6260 |      | 18,523.50           | Prof services 074-021-006 | 19850000013     | Consultants/Admin Fee       |                 | Y    |
| 4364        | WSB & Associates Inc |      | 35,227.00           | 2 Transactions            |                 |                             |                 |      |
| 310         | DEPT Total:          |      | 133,555.10          | Capital Construction      | 4 Vendors       |                             | 9 Transactions  |      |
| 10          | Fund Total:          |      | 219,956.80          | Road & Bridge Fund        |                 |                             | 36 Transactions |      |
|             | Final Total:         |      | 219,956.80          | 25 Vendors                | 36 Transactions |                             |                 |      |

# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>        |                        |
|---------------|-------------|---------------|--------------------|------------------------|
|               | 10          | 219,956.80    | Road & Bridge Fund |                        |
|               | All Funds   | 219,956.80    | Total              | Approved by, . . . . . |
|               |             |               |                    | . . . . .              |
|               |             |               |                    | . . . . .              |

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# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|                         |   |                                 |                |   |                        |
|-------------------------|---|---------------------------------|----------------|---|------------------------|
| Print List in Order By: | 2 | 1 - Fund (Page Break by Fund)   | Page Break By: | 1 | 1 - Page Break by Fund |
|                         |   | 2 - Department (Totals by Dept) |                |   | 2 - Page Break by Dept |
|                         |   | 3 - Vendor Number               |                |   |                        |
|                         |   | 4 - Vendor Name                 |                |   |                        |

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| Vendor Name                              | Rpt  | Warrant Description | Invoice #                    | Account/Formula Description | 1099                                   |
|------------------------------------------|------|---------------------|------------------------------|-----------------------------|----------------------------------------|
| No. Account/Formula                      | Accr | Amount              | Service Dates                | Paid On Bhf #               | On Behalf of Name                      |
| 3 DEPT                                   |      | County Wide         |                              |                             |                                        |
| 99 A Taste Of The Big Apple              |      |                     |                              |                             |                                        |
| 178 01-003-010-0000-6820                 |      | 692.85              | Pizza for Health Fair        | 553452                      | Wellness Grant Expense N               |
| 99 A Taste Of The Big Apple              |      | 692.85              | 1 Transactions               |                             |                                        |
| 8202 Finer/Jordynn                       |      |                     |                              |                             |                                        |
| 120 01-003-010-0000-6820                 |      | 234.82              | Fruit - Health Fair          | Costco                      | Wellness Grant Expense N               |
| 179 01-003-010-0000-6820                 |      | 299.18              | Reimb snacks for Health Fair | Costco                      | Wellness Grant Expense N               |
| 8202 Finer/Jordynn                       |      | 534.00              | 2 Transactions               |                             |                                        |
| 9173 Madden Galanter Hansen LLP          |      |                     |                              |                             |                                        |
| 16 01-003-000-0000-6194                  |      | 941.27              | FMLA/ADA/Sick leave          | April 2023                  | Personnel Policy Y                     |
| 9173 Madden Galanter Hansen LLP          |      | 941.27              | 1 Transactions               |                             |                                        |
| 9371 Olsen/Carter                        |      |                     |                              |                             |                                        |
| 172 01-003-972-0000-6801                 |      | 101.52              | Mileage-Watercraft training  | May 2023                    | Aquatic Invasive Species Grant Expen N |
| 9371 Olsen/Carter                        |      | 101.52              | 1 Transactions               |                             |                                        |
| 4191 Revize LLC                          |      |                     |                              |                             |                                        |
| 25 01-003-000-0000-6480                  |      | 2,200.00            | Hosting & supbscription 2023 | 15856                       | Non-Capitalized Inventory Y            |
| 4191 Revize LLC                          |      | 2,200.00            | 1 Transactions               |                             |                                        |
| 3 DEPT Total:                            |      | 4,469.64            | County Wide                  | 5 Vendors                   | 6 Transactions                         |
| 5 DEPT                                   |      |                     | Board Of Commissioners       |                             |                                        |
| 6032 APG Media of Southern Minnesota LLC |      |                     |                              |                             |                                        |
| 94 01-005-000-0000-6242                  |      | 7.95                | Synopsis - 03/14/2023        | Ad 130489                   | Publishing N                           |
| 95 01-005-000-0000-6242                  |      | 12.00               | Synopsis - 03/28/2023        | Ad 130962                   | Publishing N                           |
| 96 01-005-000-0000-6242                  |      | 9.20                | Synopsis - 04/11/2023        | Ad 131401                   | Publishing N                           |
| 6032 APG Media of Southern Minnesota LLC |      | 29.15               | 3 Transactions               |                             |                                        |
| 5 DEPT Total:                            |      | 29.15               | Board Of Commissioners       | 1 Vendors                   | 3 Transactions                         |
| 13 DEPT                                  |      |                     | Law Library                  |                             |                                        |
| 70550 Thomson Reuters - West             |      |                     |                              |                             |                                        |
| 32 01-013-000-0000-6501                  |      | 1,097.50            | Westlaw information charges  | 848236698                   | Books N                                |
| 70550 Thomson Reuters - West             |      | 1,097.50            | 1 Transactions               |                             |                                        |

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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|    | <u>Vendor Name</u>                       | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>               | <u>Account/Formula Description</u> | <u>1099</u>              |
|----|------------------------------------------|-------------|----------------------------|--------------------------------|------------------------------------|--------------------------|
|    | <u>No. Account/Formula</u>               | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>           | <u>Paid On Bhf #</u>               | <u>On Behalf of Name</u> |
| 13 | DEPT Total:                              |             | 1,097.50                   | Law Library                    | 1 Vendors                          | 1 Transactions           |
| 31 | DEPT                                     |             |                            | County Administrator           |                                    |                          |
|    | 4879 Shred Right                         |             |                            |                                |                                    |                          |
| 52 | 01-031-000-0000-6801                     |             | 20.00                      | Shred serv order 302863-5/1    | 599557                             | General Expense Y        |
|    | 4879 Shred Right                         |             | 20.00                      | 1 Transactions                 |                                    |                          |
| 31 | DEPT Total:                              |             | 20.00                      | County Administrator           | 1 Vendors                          | 1 Transactions           |
| 32 | DEPT                                     |             |                            | Human Resources                |                                    |                          |
|    | 8393 AMC - MACA                          |             |                            |                                |                                    |                          |
| 44 | 01-032-000-0000-6261                     |             | 175.00                     | MCHRMA Spring conf - Johnson   | 65142                              | Conference & Training N  |
|    | 8393 AMC - MACA                          |             | 175.00                     | 1 Transactions                 |                                    |                          |
|    | 4879 Shred Right                         |             |                            |                                |                                    |                          |
| 53 | 01-032-000-0000-6801                     |             | 20.00                      | Shred serv order 302863-5/1    | 599557                             | General Expense Y        |
|    | 4879 Shred Right                         |             | 20.00                      | 1 Transactions                 |                                    |                          |
|    | 9348 Vault Health                        |             |                            |                                |                                    |                          |
| 38 | 01-032-000-0000-6801                     |             | 298.62                     | DOT 2nd quarter randoms        | FL00578900                         | General Expense N        |
|    | 9348 Vault Health                        |             | 298.62                     | 1 Transactions                 |                                    |                          |
| 32 | DEPT Total:                              |             | 493.62                     | Human Resources                | 3 Vendors                          | 3 Transactions           |
| 41 | DEPT                                     |             |                            | Auditor                        |                                    |                          |
|    | 6032 APG Media of Southern Minnesota LLC |             |                            |                                |                                    |                          |
| 92 | 01-041-000-0000-6242                     |             | 38.10                      | Delinquent tax-2nd publication | Ad 130276                          | Publishing N             |
| 93 | 01-041-000-0000-6242                     |             | 38.10                      | Delinquent tax-2nd publication | Ad 130277                          | Publishing N             |
|    | 6032 APG Media of Southern Minnesota LLC |             | 76.20                      | 2 Transactions                 |                                    |                          |
|    | 37025 Innovative Office Solutions LLC    |             |                            |                                |                                    |                          |
| 10 | 01-041-000-0000-6410                     |             | 47.98                      | Copy paper - 1 box             | 4187960                            | Office Supplies N        |
| 11 | 01-041-000-0000-6410                     |             | 28.46                      | Sheet protectors, tape, duster | 4187960                            | Office Supplies N        |
|    | 37025 Innovative Office Solutions LLC    |             | 76.44                      | 2 Transactions                 |                                    |                          |
| 41 | DEPT Total:                              |             | 152.64                     | Auditor                        | 2 Vendors                          | 4 Transactions           |
| 42 | DEPT                                     |             |                            | Treasurer                      |                                    |                          |

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| Vendor | Name                            | Rpt  | Warrant Description             | Invoice #     | Account/Formula Description | 1099 |
|--------|---------------------------------|------|---------------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula                 | Accr | Service Dates                   | Paid On Bhf # | On Behalf of Name           |      |
| 4212   | Bussler Publishing Inc          |      |                                 |               |                             |      |
| 97     | 01-042-000-0000-6242            |      | 1st half RE taxes 5/3 & 5/11 ad | 35035         | Publishing                  | N    |
| 4212   | Bussler Publishing Inc          |      | 1 Transactions                  |               |                             |      |
| 37025  | Innovative Office Solutions LLC |      |                                 |               |                             |      |
| 12     | 01-042-000-0000-6410            |      | Copy paper - 1 box              | 4187960       | Office Supplies             | N    |
| 37025  | Innovative Office Solutions LLC |      | 1 Transactions                  |               |                             |      |
| 42     | DEPT Total:                     |      | Treasurer                       | 2 Vendors     | 2 Transactions              |      |
| 61     | DEPT                            |      | Information Technology          |               |                             |      |
| 18450  | Office of MN IT Services        |      |                                 |               |                             |      |
| 20     | 01-061-000-0000-6212            |      | Monthly internet fees           | DV23040395    | M-Net Expenses              | N    |
| 18450  | Office of MN IT Services        |      | 1 Transactions                  |               |                             |      |
| 83500  | Steele County Highway Dept      |      |                                 |               |                             |      |
| 149    | 01-061-000-0000-6540            |      | Fuel                            | 2134          | Gas & Oil                   | N    |
| 83500  | Steele County Highway Dept      |      | 1 Transactions                  |               |                             |      |
| 61     | DEPT Total:                     |      | Information Technology          | 2 Vendors     | 2 Transactions              |      |
| 62     | DEPT                            |      | Central Services                |               |                             |      |
| 8499   | Counties Providing Technology   |      |                                 |               |                             |      |
| 7      | 01-062-000-0000-6301            |      | Gen tech assist/support - May   | 1374          | Equip/Software Maint        | Y    |
| 8499   | Counties Providing Technology   |      | 1 Transactions                  |               |                             |      |
| 16282  | Crosstown Cartage Inc           |      |                                 |               |                             |      |
| 116    | 01-062-000-0000-6801            |      | Contracted mail services        | 05/12/2023    | General Expense             | N    |
| 117    | 01-062-000-0000-6802            |      | Additional mail services        | 05/12/2023    | Internal Chargeback         | N    |
| 16282  | Crosstown Cartage Inc           |      | 2 Transactions                  |               |                             |      |
| 572    | Kronos Incorporated             |      |                                 |               |                             |      |
| 48     | 01-062-000-0000-6301            |      | HRIS operating cost - April     | 12075084      | Equip/Software Maint        | N    |
| 572    | Kronos Incorporated             |      | 1 Transactions                  |               |                             |      |
| 8859   | Quadient Leasing USA Inc        |      |                                 |               |                             |      |
| 22     | 01-062-000-0000-6215            |      | Coverage: 05/28 - 08/27/23      | N9918652      | Postage                     | N    |

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## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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| Vendor | Name                            | Rpt      | Warrant Description            | Invoice #     | Account/Formula Description | 1099 |
|--------|---------------------------------|----------|--------------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula                 | Accr     | Service Dates                  | Paid On Bhf # | On Behalf of Name           |      |
| 8859   | Quadient Leasing USA Inc        |          | 1 Transactions                 |               |                             |      |
| 62     | DEPT Total:                     | 9,400.76 | Central Services               | 4 Vendors     | 5 Transactions              |      |
| 91     | DEPT                            |          | County Attorney                |               |                             |      |
| 3659   | MCAA                            |          |                                |               |                             |      |
| 100    | 01-091-000-0000-6261            | 100.00   | ImpairedDriving train-Hamasoor | 200010200     | Conference & Training       | N    |
| 3659   | MCAA                            | 100.00   | 1 Transactions                 |               |                             |      |
| 70550  | Thomson Reuters - West          |          |                                |               |                             |      |
| 110    | 01-091-000-0000-6410            | 1,475.92 | Westlaw - April                | 848227225     | Office Supplies             | N    |
| 111    | 01-091-000-0000-6410            | 93.62    | Library plan                   | 848313995     | Office Supplies             | N    |
| 70550  | Thomson Reuters - West          | 1,569.54 | 2 Transactions                 |               |                             |      |
| 91     | DEPT Total:                     | 1,669.54 | County Attorney                | 2 Vendors     | 3 Transactions              |      |
| 92     | DEPT                            |          | Attorney Contingent Exp        |               |                             |      |
| 5461   | Marvin/Elizabeth M              |          |                                |               |                             |      |
| 99     | 01-092-000-0000-6801            | 140.25   | Transcript - 74-CR221493       | 945           | General Expense             | Y    |
| 5461   | Marvin/Elizabeth M              | 140.25   | 1 Transactions                 |               |                             |      |
| 9656   | Radzak/Debra                    |          |                                |               |                             |      |
| 24     | 01-092-000-0000-6801            | 344.00   | Transcript 07-CR21380          | 05/02/23      | General Expense             | N    |
| 9656   | Radzak/Debra                    | 344.00   | 1 Transactions                 |               |                             |      |
| 92     | DEPT Total:                     | 484.25   | Attorney Contingent Exp        | 2 Vendors     | 2 Transactions              |      |
| 101    | DEPT                            |          | County Recorder                |               |                             |      |
| 37025  | Innovative Office Solutions LLC |          |                                |               |                             |      |
| 122    | 01-101-000-0000-6410            | 38.43    | Tape refill packages           | 4195456       | Office Supplies             | N    |
| 37025  | Innovative Office Solutions LLC | 38.43    | 1 Transactions                 |               |                             |      |
| 51300  | Metro Sales Inc                 |          |                                |               |                             |      |
| 133    | 01-101-000-0000-6410            | 107.15   | Copies per contract            | INV228133     | Office Supplies             | N    |
| 51300  | Metro Sales Inc                 | 107.15   | 1 Transactions                 |               |                             |      |

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



|     | <u>Vendor Name</u>                       | <u>Rpt</u>  |               | <u>Warrant Description</u>     | <u>Invoice #</u>     | <u>Account/Formula Description</u> | <u>1099</u> |
|-----|------------------------------------------|-------------|---------------|--------------------------------|----------------------|------------------------------------|-------------|
|     | <u>No. Account/Formula</u>               | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u>           | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>           |             |
| 101 | DEPT Total:                              |             | 145.58        | County Recorder                | 2 Vendors            | 2 Transactions                     |             |
| 102 | DEPT                                     |             |               | Surveyor                       |                      |                                    |             |
|     | 39600 Jones Haugh & Smith Inc            |             |               |                                |                      |                                    |             |
| 46  | 01-102-000-0000-6801                     |             | 6,367.50      | Remonumentation, research      | 44073                | General Expense                    | N           |
|     | 39600 Jones Haugh & Smith Inc            |             | 6,367.50      | 1 Transactions                 |                      |                                    |             |
| 102 | DEPT Total:                              |             | 6,367.50      | Surveyor                       | 1 Vendors            | 1 Transactions                     |             |
| 103 | DEPT                                     |             |               | Assessor                       |                      |                                    |             |
|     | 83500 Steele County Highway Dept         |             |               |                                |                      |                                    |             |
| 150 | 01-103-000-0000-6540                     |             | 28.31         | Fuel                           | 2133                 | Gas & Oil                          | N           |
|     | 83500 Steele County Highway Dept         |             | 28.31         | 1 Transactions                 |                      |                                    |             |
| 103 | DEPT Total:                              |             | 28.31         | Assessor                       | 1 Vendors            | 1 Transactions                     |             |
| 105 | DEPT                                     |             |               | Planning & Zoning              |                      |                                    |             |
|     | 6032 APG Media of Southern Minnesota LLC |             |               |                                |                      |                                    |             |
| 2   | 01-105-000-0000-6242                     |             | 3.82          | Public Notice-BOA & PC mtg     | 16085-0423           | Publishing                         | N           |
|     | 6032 APG Media of Southern Minnesota LLC |             | 3.82          | 1 Transactions                 |                      |                                    |             |
|     | 13000 City Of Blooming Prairie           |             |               |                                |                      |                                    |             |
| 6   | 01-105-000-0000-6805                     |             | 51.75         | Bldg permit reimbursment - Apr |                      | Bl Pr Reimb-Bldg Permit            | N           |
|     | 13000 City Of Blooming Prairie           |             | 51.75         | 1 Transactions                 |                      |                                    |             |
| 105 | DEPT Total:                              |             | 55.57         | Planning & Zoning              | 2 Vendors            | 2 Transactions                     |             |
| 111 | DEPT                                     |             |               | Buildings & Grounds            |                      |                                    |             |
|     | 11215 Central Farm Services              |             |               |                                |                      |                                    |             |
| 166 | 01-111-044-0000-6300                     |             | 1,478.61      | Diesel for generator           | 5502                 | Bldg Repairs & Maintenance         | N           |
| 165 | 01-111-044-0000-6300                     |             | 22.18         | Service charge on diesel       | 9043023              | Bldg Repairs & Maintenance         | N           |
|     | 11215 Central Farm Services              |             | 1,500.79      | 2 Transactions                 |                      |                                    |             |
|     | 8288 Four Seasons Electric               |             |               |                                |                      |                                    |             |
| 167 | 01-111-042-0000-6300                     |             | 110.34        | Replace circuit breaker        | 12563                | Bldg Repairs & Maintenance         | N           |
|     | 8288 Four Seasons Electric               |             | 110.34        | 1 Transactions                 |                      |                                    |             |
|     | 4710 Interstate Power Systems Inc        |             |               |                                |                      |                                    |             |



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor | Name                                    | Rpt      | Warrant Description         | Invoice #     | Account/Formula Descripti      | 1099 |
|--------|-----------------------------------------|----------|-----------------------------|---------------|--------------------------------|------|
| No.    | Account/Formula                         | Accr     | Service Dates               | Paid On Bhf # | On Behalf of Name              |      |
| 177    | 01-111-044-0000-6300                    |          | Troubleshoot generator RPMs | R001198504:01 | Bldg Repairs & Maintenance     | N    |
| 4710   | Interstate Power Systems Inc            | 918.75   | 1 Transactions              |               |                                |      |
| 7860   | Metropolitan Mechanical Contractors Inc |          |                             |               |                                |      |
| 169    | 01-111-048-0000-6300                    | 1,125.00 | Repair condenser fan        | 910027270     | Bldg Repairs & Maintenance     | N    |
| 170    | 01-111-048-0000-6300                    | 180.00   | Inspection of compressor    | 910027271     | Bldg Repairs & Maintenance     | N    |
| 7860   | Metropolitan Mechanical Contractors Inc | 1,305.00 | 2 Transactions              |               |                                |      |
| 9585   | Meyer/Drew                              |          |                             |               |                                |      |
| 171    | 01-111-000-0000-6331                    | 49.13    | Mileage 4/17 - 5/5          |               | Mileage Reimbursement          | N    |
| 9585   | Meyer/Drew                              | 49.13    | 1 Transactions              |               |                                |      |
| 9180   | Service Master Clean                    |          |                             |               |                                |      |
| 173    | 01-111-043-0000-6300                    | 2,426.86 | Mold remediation            | 907307        | Bldg Repairs & Maintenance     | Y    |
| 9180   | Service Master Clean                    | 2,426.86 | 1 Transactions              |               |                                |      |
| 111    | DEPT Total:                             | 6,310.87 | Buildings & Grounds         | 6 Vendors     | 8 Transactions                 |      |
| 121    | DEPT                                    |          | Veteran Service             |               |                                |      |
| 83500  | Steele County Highway Dept              |          |                             |               |                                |      |
| 152    | 01-121-000-0000-6540                    | 209.35   | Fuel                        | 2129          | Gas & Oil                      | N    |
| 83500  | Steele County Highway Dept              | 209.35   | 1 Transactions              |               |                                |      |
| 121    | DEPT Total:                             | 209.35   | Veteran Service             | 1 Vendors     | 1 Transactions                 |      |
| 201    | DEPT                                    |          | Sheriff                     |               |                                |      |
| 1064   | Kappy's Collision Center                |          |                             |               |                                |      |
| 47     | 01-201-000-0123-6320                    | 2,142.00 | Repair dent - Ford Explorer | 3371          | Squad 7423 Maintenance         | Y    |
| 1064   | Kappy's Collision Center                | 2,142.00 | 1 Transactions              |               |                                |      |
| 56125  | NAPA Auto Parts                         |          |                             |               |                                |      |
| 51     | 01-201-000-0117-6320                    | 23.99-   | Air filter - credit         | 974739        | Squad 7420 Maintenance         | N    |
| 18     | 01-201-000-0124-6320                    | 14.99    | Wiring plug for hitch       | 976794        | 20 Chevy Silverado maintenance | N    |
| 50     | 01-201-000-0105-6320                    | 56.98    | Wiper blades                | 977134        | Squad 7408 Maintenance         | N    |
| 56125  | NAPA Auto Parts                         | 47.98    | 3 Transactions              |               |                                |      |
| 18450  | Office of MN IT Services                |          |                             |               |                                |      |
| 134    | 01-201-000-0000-6210                    | 222.26   | Sheriff telecom - March     | W23030508     | Telephone                      | N    |

## Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor | Name                       | Rpt       | Warrant Description         | Invoice #     | Account/Formula Description | 1099 |
|--------|----------------------------|-----------|-----------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula            | Accr      | Service Dates               | Paid On Bhf # | On Behalf of Name           |      |
| 137    | 01-201-000-0000-6210       | 222.26    | Sheriff telecom - April     | W23040523     | Telephone                   | N    |
| 18450  | Office of MN IT Services   | 444.52    | 2 Transactions              |               |                             |      |
| 83255  | Rice-Steele 911 Center     |           |                             |               |                             |      |
| 26     | 01-201-000-0000-6304       | 198.00    | Smart weather alerting      | 2023-JT-21    | Contracts                   | N    |
| 27     | 01-201-000-0000-6304       | 4,801.80  | Mass notifications base     | 2023-JT-21    | Contracts                   | N    |
| 83255  | Rice-Steele 911 Center     | 4,999.80  | 2 Transactions              |               |                             |      |
| 83500  | Steele County Highway Dept |           |                             |               |                             |      |
| 151    | 01-201-000-0000-6562       | 5,216.22  | Fuel                        | 2132          | Gas & Oil Squads            | N    |
| 83500  | Steele County Highway Dept | 5,216.22  | 1 Transactions              |               |                             |      |
| 21215  | Strohschein Properties LLC |           |                             |               |                             |      |
| 30     | 01-201-000-0000-6346       | 825.00    | Rent - May                  | 05022023      | Eds Rent Account            | Y    |
| 31     | 01-201-000-0000-6346       | 42.20     | Utilities - April           | 732571        | Eds Rent Account            | Y    |
| 21215  | Strohschein Properties LLC | 867.20    | 2 Transactions              |               |                             |      |
| 5594   | Water Systems Company      |           |                             |               |                             |      |
| 41     | 01-201-000-0000-6410       | 8.95      | Monthly fee - May           | 534595        | Office Supplies             | N    |
| 5594   | Water Systems Company      | 8.95      | 1 Transactions              |               |                             |      |
| 201    | DEPT Total:                | 13,726.67 | Sheriff                     | 7 Vendors     | 12 Transactions             |      |
| 208    | DEPT                       |           | Coroner                     |               |                             |      |
| 4229   | Moore Md/Kellyanna J       |           |                             |               |                             |      |
| 49     | 01-208-000-0000-6801       | 3,751.69  | Coroner service - May       | May 2023      | General Expense             | Y    |
| 4229   | Moore Md/Kellyanna J       | 3,751.69  | 1 Transactions              |               |                             |      |
| 208    | DEPT Total:                | 3,751.69  | Coroner                     | 1 Vendors     | 1 Transactions              |      |
| 251    | DEPT                       |           | Jail                        |               |                             |      |
| 5750   | Bob Barker Company Inc     |           |                             |               |                             |      |
| 3      | 01-251-000-0000-6418       | 379.91    | Inmate boxers, tshirts, etc | 1899991       | Lock-Up Supplies            | N    |
| 4      | 01-251-000-0000-6418       | 430.80    | Inmate shoes                | 1899998       | Lock-Up Supplies            | N    |
| 5750   | Bob Barker Company Inc     | 810.71    | 2 Transactions              |               |                             |      |
| 8954   | Data Works Plus LLC        |           |                             |               |                             |      |
| 98     | 01-251-000-0000-6451       | 350.00    | Livescan cleaning kit       | 23-861        | Operating Supplies          | Y    |

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| Vendor | Name                             | Rpt  | Warrant Description | Invoice #                       | Account/Formula Description | 1099                          |
|--------|----------------------------------|------|---------------------|---------------------------------|-----------------------------|-------------------------------|
| No.    | Account/Formula                  | Accr | Amount              | Service Dates                   | Paid On Bhf #               | On Behalf of Name             |
| 8954   | Data Works Plus LLC              |      | 350.00              | 1 Transactions                  |                             |                               |
| 9291   | Le Seuer County Sheriff's Office |      |                     |                                 |                             |                               |
| 15     | 01-251-000-0000-6439             |      | 3,220.00            | Inmate boarding - April         | 307                         | Prisoner Board N              |
| 9291   | Le Seuer County Sheriff's Office |      | 3,220.00            | 1 Transactions                  |                             |                               |
| 18450  | Office of MN IT Services         |      |                     |                                 |                             |                               |
| 21     | 01-251-000-0000-6211             |      | 42.50               | Fiber management fee            | DV23040395                  | Radio - Computers - Cameras N |
| 136    | 01-251-000-0000-6410             |      | 91.01               | Jail telecom - March            | W23030508                   | Office Supplies N             |
| 139    | 01-251-000-0000-6410             |      | 91.01               | Jail telecom - April            | W23040523                   | Office Supplies N             |
| 18450  | Office of MN IT Services         |      | 224.52              | 3 Transactions                  |                             |                               |
| 3248   | Personnel Evaluation, Inc        |      |                     |                                 |                             |                               |
| 101    | 01-251-000-0000-6196             |      | 25.00               | Personnel eval provile - DB     | 47634                       | Employee Phys And Exams N     |
| 3248   | Personnel Evaluation, Inc        |      | 25.00               | 1 Transactions                  |                             |                               |
| 79390  | Sheriff Of Sherburne County      |      |                     |                                 |                             |                               |
| 102    | 01-251-000-0000-6439             |      | 1,800.00            | Inmate boarding - April         | 2061                        | Prisoner Board N              |
| 79390  | Sheriff Of Sherburne County      |      | 1,800.00            | 1 Transactions                  |                             |                               |
| 4879   | Shred Right                      |      |                     |                                 |                             |                               |
| 28     | 01-251-000-0000-6304             |      | 40.00               | Document shredding              | 598792                      | Contract Serv./Bldg Maint Y   |
| 4879   | Shred Right                      |      | 40.00               | 1 Transactions                  |                             |                               |
| 85300  | Streichers Inc                   |      |                     |                                 |                             |                               |
| 103    | 01-251-000-0000-6192             |      | 23.98               | Employee uniforms - KMonson     | I1632265                    | Uniform Allowance N           |
| 105    | 01-251-000-0000-6192             |      | 340.94              | Employee uniforms - KMonson     | I1632389                    | Uniform Allowance N           |
| 104    | 01-251-000-0000-6192             |      | 74.99               | Employee uniforms - Ingebritson | I1633317                    | Uniform Allowance N           |
| 106    | 01-251-000-0000-6192             |      | 934.81              | Employee uniforms - KMonson     | S1525497                    | Uniform Allowance N           |
| 85300  | Streichers Inc                   |      | 1,374.72            | 4 Transactions                  |                             |                               |
| 8247   | Summit Food Services LLC         |      |                     |                                 |                             |                               |
| 107    | 01-251-000-0000-6441             |      | 3,508.26            | Inmate meals 4/29 - 5/5         | INV2000173089               | Prisoner Meals N              |
| 108    | 01-251-000-0000-6451             |      | 34.47               | Paper supplies                  | INV2000173089               | Operating Supplies N          |
| 109    | 01-251-000-0000-6441             |      | 4,144.12            | Inmate meals 5/6 - 5/12         | INV2000173794               | Prisoner Meals N              |
| 8247   | Summit Food Services LLC         |      | 7,686.85            | 3 Transactions                  |                             |                               |
| 618    | Turnkey Corrections              |      |                     |                                 |                             |                               |
| 36     | 01-251-000-0000-6418             |      | 16.62               | Inmate indigent supplies        | 4935                        | Lock-Up Supplies N            |

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| Vendor | Name                            | Rpt       | Warrant Description           | Invoice #     | Account/Formula Description         | 1099 |
|--------|---------------------------------|-----------|-------------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                 | Accr      | Service Dates                 | Paid On Bhf # | On Behalf of Name                   |      |
| 35     | 01-251-000-0000-6418            | 35.18     | Inmate indigent supplies      | 5193          | Lock-Up Supplies                    | N    |
| 618    | Turnkey Corrections             | 51.80     | 2 Transactions                |               |                                     |      |
| 251    | DEPT Total:                     | 15,583.60 | Jail                          | 10 Vendors    | 19 Transactions                     |      |
| 252    | DEPT                            |           | Community Corrections         |               |                                     |      |
| 4064   | Alcohol Monitoring System Inc   |           |                               |               |                                     |      |
| 1      | 01-252-000-0000-6274            | 853.90    | SCRAM monitoring fee          | 278797        | Scram Monitoring                    | N    |
| 4064   | Alcohol Monitoring System Inc   | 853.90    | 1 Transactions                |               |                                     |      |
| 6884   | Language Line Services Inc      |           |                               |               |                                     |      |
| 14     | 01-252-000-0000-6284            | 60.94     | Translator services           | 10991423      | Interpreter Services                | Y    |
| 6884   | Language Line Services Inc      | 60.94     | 1 Transactions                |               |                                     |      |
| 8996   | Nicole Ranae Consulting LLC     |           |                               |               |                                     |      |
| 19     | 01-252-775-0000-6261            | 55.00     | Trauma collaboration training | May 2023      | Conference & Training - CCA Subsidy | Y    |
| 8996   | Nicole Ranae Consulting LLC     | 55.00     | 1 Transactions                |               |                                     |      |
| 4879   | Shred Right                     |           |                               |               |                                     |      |
| 54     | 01-252-000-0000-6410            | 40.00     | Shredding                     | 599556        | Office Supplies                     | Y    |
| 4879   | Shred Right                     | 40.00     | 1 Transactions                |               |                                     |      |
| 83500  | Steele County Highway Dept      |           |                               |               |                                     |      |
| 153    | 01-252-000-0000-6540            | 115.31    | Fuel                          | 2136          | Gas & Oil                           | N    |
| 83500  | Steele County Highway Dept      | 115.31    | 1 Transactions                |               |                                     |      |
| 84035  | Tri-M Graphics                  |           |                               |               |                                     |      |
| 34     | 01-252-000-0000-6410            | 53.16     | Business cards - 3 employees  | 101185        | Office Supplies                     | N    |
| 84035  | Tri-M Graphics                  | 53.16     | 1 Transactions                |               |                                     |      |
| 252    | DEPT Total:                     | 1,178.31  | Community Corrections         | 6 Vendors     | 6 Transactions                      |      |
| 253    | DEPT                            |           | Law Enforcement Center        |               |                                     |      |
| 3832   | I & S Group Inc                 |           |                               |               |                                     |      |
| 168    | 01-253-000-0000-6600            | 2,657.50  | LEC generator upgrade         | 92330         | Capital Outlay                      | Y    |
| 3832   | I & S Group Inc                 | 2,657.50  | 1 Transactions                |               |                                     |      |
| 37025  | Innovative Office Solutions LLC |           |                               |               |                                     |      |

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| Vendor | Name                            | Rpt       | Warrant Description        | Invoice #      | Account/Formula Descripti   | 1099 |
|--------|---------------------------------|-----------|----------------------------|----------------|-----------------------------|------|
| No.    | Account/Formula                 | Accr      | Service Dates              | Paid On Bhf #  | On Behalf of Name           |      |
| 45     | 01-253-000-0000-6410            | 457.45    | Paper, notes, pens, etc    | 4179111        | Office Supplies             | N    |
| 37025  | Innovative Office Solutions LLC | 457.45    | 1 Transactions             |                |                             |      |
| 52550  | MEI Total Elevator Solutions    |           |                            |                |                             |      |
| 17     | 01-253-000-0000-6304            | 419.56    | Monthly service - May      | 1017612        | Contract Services/Bldg Mtce | N    |
| 52550  | MEI Total Elevator Solutions    | 419.56    | 1 Transactions             |                |                             |      |
| 18450  | Office of MN IT Services        |           |                            |                |                             |      |
| 135    | 01-253-000-0000-6211            | 77.65     | LEC telecom - March        | W23030508      | Radio And Telephone         | N    |
| 138    | 01-253-000-0000-6211            | 76.36     | LEC telecom - April        | W23040523      | Radio And Telephone         | N    |
| 18450  | Office of MN IT Services        | 154.01    | 2 Transactions             |                |                             |      |
| 4879   | Shred Right                     |           |                            |                |                             |      |
| 55     | 01-253-000-0000-6254            | 49.08     | Paper shredding            | 599558         | Garbage Disposal            | Y    |
| 4879   | Shred Right                     | 49.08     | 1 Transactions             |                |                             |      |
| 9183   | Van Meter Inc                   |           |                            |                |                             |      |
| 56     | 01-253-000-0000-6451            | 25.73     | Light sensor               | S012675870.001 | Operating Supplies          | N    |
| 9183   | Van Meter Inc                   | 25.73     | 1 Transactions             |                |                             |      |
| 4368   | Waste Management Of Southern Mn |           |                            |                |                             |      |
| 39     | 01-253-000-0000-6254            | 82.65     | 96 gallons recycling       | 7291217-0491-4 | Garbage Disposal            | N    |
| 4368   | Waste Management Of Southern Mn | 82.65     | 1 Transactions             |                |                             |      |
| 253    | DEPT Total:                     | 3,845.98  | Law Enforcement Center     | 7 Vendors      | 8 Transactions              |      |
| 391    | DEPT                            |           | Environmental Services     |                |                             |      |
| 36550  | IFACS                           |           |                            |                |                             |      |
| 9      | 01-391-000-0000-6550            | 64.23     | Gloves                     | 5313520        | Household Hazardous Waste   | N    |
| 36550  | IFACS                           | 64.23     | 1 Transactions             |                |                             |      |
| 8948   | Townsquare Media Faribault      |           |                            |                |                             |      |
| 33     | 01-391-000-0000-6550            | 468.00    | Hazardous waste ad         | 4012490-1      | Household Hazardous Waste   | Y    |
| 8948   | Townsquare Media Faribault      | 468.00    | 1 Transactions             |                |                             |      |
| 4955   | Waste Management Of Wi - Mn     |           |                            |                |                             |      |
| 40     | 01-391-000-0000-6548            | 57,975.00 | Recycling contract - April | 7290350-0491-4 | Recycling                   | N    |
| 4955   | Waste Management Of Wi - Mn     | 57,975.00 | 1 Transactions             |                |                             |      |

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| Vendor Name                           | Rpt  | Warrant Description | Invoice #                     | Account/Formula Description | 1099                          |
|---------------------------------------|------|---------------------|-------------------------------|-----------------------------|-------------------------------|
| No. Account/Formula                   | Accr | Amount              | Service Dates                 | Paid On Bhf #               | On Behalf of Name             |
| 391 DEPT Total:                       |      | 58,507.23           | Environmental Services        | 3 Vendors                   | 3 Transactions                |
| 481 DEPT                              |      |                     | Public Health Nursing         |                             |                               |
| 9630 Alvarado/Gabrielle               |      |                     |                               |                             |                               |
| 43 01-481-461-6066-6464               |      | 212.14              | YOLO meetings reimbursement   | April & May                 | General Supplies & Outreach N |
| 9630 Alvarado/Gabrielle               |      | 212.14              |                               | 1 Transactions              |                               |
| 1650 American Lung Association        |      |                     |                               |                             |                               |
| 114 01-481-461-6066-6383              |      | 1,127.50            | Tobacco: Contract fees        | 02                          | Contract Services N           |
| 1650 American Lung Association        |      | 1,127.50            |                               | 1 Transactions              |                               |
| 8783 Availity LLC                     |      |                     |                               |                             |                               |
| 115 01-481-460-6009-6383              |      | 20.00               | Medicare billing charges      | INV00935942                 | Contract Services N           |
| 8783 Availity LLC                     |      | 20.00               |                               | 1 Transactions              |                               |
| 8789 Dahle/Teya F                     |      |                     |                               |                             |                               |
| 118 01-481-461-6034-6261              |      | 75.00               | Reflective consultation       | 1460                        | Conference & Training Y       |
| 119 01-481-461-6059-6261              |      | 75.00               | Reflective consultation       | 1460                        | Conference & Training Y       |
| 8789 Dahle/Teya F                     |      | 150.00              |                               | 2 Transactions              |                               |
| 9390 FISHER/MADELYN                   |      |                     |                               |                             |                               |
| 57 01-481-461-6066-6464               |      | 100.00              | Tobacco grant student payment | April 2023                  | General Supplies & Outreach N |
| 9390 FISHER/MADELYN                   |      | 100.00              |                               | 1 Transactions              |                               |
| 9391 Garza/Ruby                       |      |                     |                               |                             |                               |
| 58 01-481-461-6066-6464               |      | 160.00              | Tobacco grant student payment | April 2023                  | General Supplies & Outreach N |
| 9391 Garza/Ruby                       |      | 160.00              |                               | 1 Transactions              |                               |
| 9539 Hanson/Carter                    |      |                     |                               |                             |                               |
| 59 01-481-461-6066-6464               |      | 20.00               | Tobacco grant student payment | April 2023                  | General Supplies & Outreach N |
| 9539 Hanson/Carter                    |      | 20.00               |                               | 1 Transactions              |                               |
| 8389 Healthcare First                 |      |                     |                               |                             |                               |
| 121 01-481-460-6009-6383              |      | 104.74              | HHCAHPS fee - May             | INV5365291                  | Contract Services N           |
| 8389 Healthcare First                 |      | 104.74              |                               | 1 Transactions              |                               |
| 37025 Innovative Office Solutions LLC |      |                     |                               |                             |                               |
| 125 01-481-460-6009-6410              |      | 111.41              | Office supplies               | 4186456                     | Office Supplies N             |
| 126 01-481-460-6011-6410              |      | 11.42               | Office supplies               | 4186456                     | Office Supplies N             |

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| Vendor | Name                            | Rpt    | Warrant Description           | Invoice #     | Account/Formula Description         | 1099 |
|--------|---------------------------------|--------|-------------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                 | Accr   | Service Dates                 | Paid On Bhf # | On Behalf of Name                   |      |
| 127    | 01-481-460-6012-6410            |        | Office supplies               | 4186456       | Office Supplies                     | N    |
| 128    | 01-481-461-6025-6410            |        | Office supplies               | 4186456       | Office Supplies                     | N    |
| 129    | 01-481-462-6047-6410            |        | Office supplies               | 4186456       | Office Supplies                     | N    |
| 130    | 01-481-465-6057-6410            |        | Office supplies               | 4186456       | Office Supplies                     | N    |
| 124    | 01-481-465-6057-6410            |        | Office supplies               | 4192597       | Office Supplies                     | N    |
| 123    | 01-481-465-6057-6410            |        | Office supplies               | 4192689       | Office Supplies                     | N    |
| 37025  | Innovative Office Solutions LLC | 279.37 | 8 Transactions                |               |                                     |      |
| 9640   | Jones/Morgan                    |        |                               |               |                                     |      |
| 60     | 01-481-461-6066-6464            | 80.00  | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |
| 9640   | Jones/Morgan                    | 80.00  | 1 Transactions                |               |                                     |      |
| 9559   | Kjersten/Ava                    |        |                               |               |                                     |      |
| 61     | 01-481-461-6066-6464            | 80.00  | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |
| 9559   | Kjersten/Ava                    | 80.00  | 1 Transactions                |               |                                     |      |
| 9393   | Kjersten/Hailey                 |        |                               |               |                                     |      |
| 62     | 01-481-461-6066-6464            | 80.00  | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |
| 9393   | Kjersten/Hailey                 | 80.00  | 1 Transactions                |               |                                     |      |
| 41040  | KOWZ-KRUE Radio                 |        |                               |               |                                     |      |
| 131    | 01-481-460-6011-6243            | 180.00 | Radio air time - April        | 9692-4        | Advertising,Marketing & Promotional | N    |
| 41040  | KOWZ-KRUE Radio                 | 180.00 | 1 Transactions                |               |                                     |      |
| 9396   | List/Adalia                     |        |                               |               |                                     |      |
| 63     | 01-481-461-6066-6464            | 120.00 | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |
| 9396   | List/Adalia                     | 120.00 | 1 Transactions                |               |                                     |      |
| 9641   | McGuire/Jenesis M               |        |                               |               |                                     |      |
| 64     | 01-481-461-6066-6464            | 40.00  | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |
| 9641   | McGuire/Jenesis M               | 40.00  | 1 Transactions                |               |                                     |      |
| 9444   | MCINTEE/KELLY                   |        |                               |               |                                     |      |
| 132    | 01-481-461-6066-6331            | 72.05  | Mileage - April               | 0030          | Mileage Reimbursement               | N    |
| 9444   | MCINTEE/KELLY                   | 72.05  | 1 Transactions                |               |                                     |      |
| 9562   | Packard/Anah                    |        |                               |               |                                     |      |
| 65     | 01-481-461-6066-6464            | 40.00  | Tobacco grant student payment | April 2023    | General Supplies & Outreach         | N    |

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| Vendor | Name                          | Rpt  | Warrant Description | Invoice #                     | Account/Formula Descripti | 1099                          |
|--------|-------------------------------|------|---------------------|-------------------------------|---------------------------|-------------------------------|
| No.    | Account/Formula               | Accr | Amount              | Service Dates                 | Paid On Bhf #             | On Behalf of Name             |
| 9562   | Packard/Anah                  |      | 40.00               | 1 Transactions                |                           |                               |
| 9616   | Parrott & Smith LLC           |      |                     |                               |                           |                               |
| 140    | 01-481-461-6066-6341          |      | 265.00              | Rent - June                   |                           | Office Rent 1                 |
| 9616   | Parrott & Smith LLC           |      | 265.00              | 1 Transactions                |                           |                               |
| 68140  | Phelan, P.A. Inc./Francis J   |      |                     |                               |                           |                               |
| 141    | 01-481-460-6009-6383          |      | 1,325.00            | 2022 Medicare cost report     | 11270                     | Contract Services Y           |
| 68140  | Phelan, P.A. Inc./Francis J   |      | 1,325.00            | 1 Transactions                |                           |                               |
| 7944   | Red Oxygen                    |      |                     |                               |                           |                               |
| 142    | 01-481-460-6011-6210          |      | 17.64               | Texting services              | 615295                    | Telephone N                   |
| 143    | 01-481-461-6040-6210          |      | 17.63               | Texting services              | 615295                    | Telephone N                   |
| 7944   | Red Oxygen                    |      | 35.27               | 2 Transactions                |                           |                               |
| 9404   | RICHARDSON/CODA               |      |                     |                               |                           |                               |
| 66     | 01-481-461-6066-6464          |      | 100.00              | Tobacco grant student payment | April 2023                | General Supplies & Outreach N |
| 9404   | RICHARDSON/CODA               |      | 100.00              | 1 Transactions                |                           |                               |
| 9540   | Ristau/Payton                 |      |                     |                               |                           |                               |
| 67     | 01-481-461-6066-6464          |      | 60.00               | Tobacco grant student payment | April 2023                | General Supplies & Outreach N |
| 9540   | Ristau/Payton                 |      | 60.00               | 1 Transactions                |                           |                               |
| 77316  | Schroeder/Greg                |      |                     |                               |                           |                               |
| 145    | 01-481-460-6009-6331          |      | 15.00               | Mileage - November 2022       |                           | Mileage Reimbursement Y       |
| 147    | 01-481-460-6009-6331          |      | 62.88               | Mileage - April               |                           | Mileage Reimbursement Y       |
| 144    | 01-481-460-6009-6383          |      | 88.07               | Physical therapist - Nov 2022 |                           | Contract Services Y           |
| 146    | 01-481-460-6009-6383          |      | 821.01              | Physical therapist - April    |                           | Contract Services Y           |
| 77316  | Schroeder/Greg                |      | 986.96              | 4 Transactions                |                           |                               |
| 9541   | Smith/David                   |      |                     |                               |                           |                               |
| 68     | 01-481-461-6066-6464          |      | 20.00               | Tobacco grant student payment | April 2023                | General Supplies & Outreach N |
| 9541   | Smith/David                   |      | 20.00               | 1 Transactions                |                           |                               |
| 9642   | Snow/Payton                   |      |                     |                               |                           |                               |
| 69     | 01-481-461-6066-6464          |      | 40.00               | Tobacco grant student payment | April 2023                | General Supplies & Outreach N |
| 9642   | Snow/Payton                   |      | 40.00               | 1 Transactions                |                           |                               |
| 81597  | Spee Dee Delivery Service Inc |      |                     |                               |                           |                               |



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| Vendor | Name                          | Rpt      | Warrant Description           | Invoice #     | Account/Formula Description   | 1099 |
|--------|-------------------------------|----------|-------------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula               | Accr     | Service Dates                 | Paid On Bhf # | On Behalf of Name             |      |
| 148    | 01-481-463-6049-6322          |          | Well water shipping           | 802855        | Well Water Service Agreements | N    |
| 81597  | Spee Dee Delivery Service Inc |          | 1 Transactions                |               |                               |      |
| 83500  | Steele County Highway Dept    |          |                               |               |                               |      |
| 157    | 01-481-460-6009-6540          | 27.18    | Fuel                          | 2135          | Gas & Oil                     | N    |
| 158    | 01-481-460-6012-6540          | 11.53    | Fuel                          | 2135          | LTC - Gas & Oil               | N    |
| 155    | 01-481-461-6025-6540          | 7.42     | Fuel                          | 2135          | Gas & Oil                     | N    |
| 154    | 01-481-461-6030-6540          | 3.30     | Fuel                          | 2135          | Gas & Oil                     | N    |
| 160    | 01-481-461-6032-6540          | 2.47     | Fuel                          | 2135          | Gas & Oil                     | N    |
| 156    | 01-481-461-6034-6540          | 1.65     | Fuel                          | 2135          | Gas & Oil                     | N    |
| 159    | 01-481-461-6059-6540          | 12.36    | Fuel                          | 2135          | Gas & Oil                     | N    |
| 161    | 01-481-462-6047-6540          | 16.48    | Fuel                          | 2135          | Gas & Oil                     | N    |
| 83500  | Steele County Highway Dept    | 82.39    | 8 Transactions                |               |                               |      |
| 9409   | Sutherland/Reagan             |          |                               |               |                               |      |
| 70     | 01-481-461-6066-6464          | 40.00    | Tobacco grant student payment | April 2023    | General Supplies & Outreach   | N    |
| 9409   | Sutherland/Reagan             | 40.00    | 1 Transactions                |               |                               |      |
| 84035  | Tri-M Graphics                |          |                               |               |                               |      |
| 162    | 01-481-461-6032-6464          | 55.29    | Working Moms cards            | 101234        | General Supplies & Outreach   | N    |
| 84035  | Tri-M Graphics                | 55.29    | 1 Transactions                |               |                               |      |
| 481    | DEPT Total:                   | 6,002.15 | Public Health Nursing         | 29 Vendors    | 48 Transactions               |      |
| 521    | DEPT                          |          | Park And Recreation           |               |                               |      |
| 8805   | Kropp/Jeff                    |          |                               |               |                               |      |
| 13     | 01-521-000-0000-6265          | 65.00    | Per diems - May               |               | Per Diems-Committee Mtgs      | N    |
| 8805   | Kropp/Jeff                    | 65.00    | 1 Transactions                |               |                               |      |
| 81852  | Spurgeon/Mark                 |          |                               |               |                               |      |
| 29     | 01-521-000-0000-6265          | 79.41    | Per diems - May               |               | Per Diems-Committee Mtgs      | N    |
| 81852  | Spurgeon/Mark                 | 79.41    | 1 Transactions                |               |                               |      |
| 8287   | Wayne/Jennifer                |          |                               |               |                               |      |
| 42     | 01-521-000-0000-6265          | 88.58    | Per diems - May               |               | Per Diems-Committee Mtgs      | N    |
| 8287   | Wayne/Jennifer                | 88.58    | 1 Transactions                |               |                               |      |

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1 General Revenue Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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|     | <u>Vendor Name</u>                       | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>          | <u>Account/Formula Descripti</u> | <u>1099</u>                      |
|-----|------------------------------------------|-------------|----------------------------|---------------------------|----------------------------------|----------------------------------|
|     | <u>No. Account/Formula</u>               | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>      | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u>         |
| 521 | DEPT Total:                              |             | 232.99                     | Park And Recreation       | 3 Vendors                        | 3 Transactions                   |
| 550 | DEPT                                     |             |                            | Four Seasons              |                                  |                                  |
|     | 8424 Cintas                              |             |                            |                           |                                  |                                  |
| 5   | 01-550-000-0000-6420                     |             | 196.90                     | Monthly linens            | 4154138444                       | Linen Service Y                  |
|     | 8424 Cintas                              |             | 196.90                     | 1 Transactions            |                                  |                                  |
|     | 71075 R & R Specialties Of Wisconsin Inc |             |                            |                           |                                  |                                  |
| 23  | 01-550-000-0000-6314                     |             | 185.00                     | Zamboni blade sharpening  | 78875-IN                         | Zamboni Repairs N                |
|     | 71075 R & R Specialties Of Wisconsin Inc |             | 185.00                     | 1 Transactions            |                                  |                                  |
|     | 9183 Van Meter Inc                       |             |                            |                           |                                  |                                  |
| 37  | 01-550-000-0000-6410                     |             | 61.35                      | Breaker                   | S012653758                       | Operating Supplies - Contracts N |
|     | 9183 Van Meter Inc                       |             | 61.35                      | 1 Transactions            |                                  |                                  |
| 550 | DEPT Total:                              |             | 443.25                     | Four Seasons              | 3 Vendors                        | 3 Transactions                   |
| 602 | DEPT                                     |             |                            | Co-Op Extension           |                                  |                                  |
|     | 14420 Culligan Inc                       |             |                            |                           |                                  |                                  |
| 8   | 01-602-000-0000-6410                     |             | 61.22                      | Water cooler rental - May | 15396671-04302C                  | Office Supplies N                |
|     | 14420 Culligan Inc                       |             | 61.22                      | 1 Transactions            |                                  |                                  |
| 602 | DEPT Total:                              |             | 61.22                      | Co-Op Extension           | 1 Vendors                        | 1 Transactions                   |
| 1   | Fund Total:                              |             | 135,651.71                 | General Revenue Fund      |                                  | 151 Transactions                 |

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21 County Ditch Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 17

| Vendor | Name                               | Rpt  | Warrant Description         | Invoice #     | Account/Formula Description | 1099 |
|--------|------------------------------------|------|-----------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula                    | Accr | Service Dates               | Paid On Bhf # | On Behalf of Name           |      |
| 631    | DEPT                               |      | Judicial Ditch 1            |               |                             |      |
| 72     | 73300 Rinke-Noonan Attorney at Law |      | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
|        | 21-631-000-0000-6273               | 6.68 |                             |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law | 6.68 | 1 Transactions              |               |                             |      |
| 631    | DEPT Total:                        | 6.68 | Judicial Ditch 1            | 1 Vendors     | 1 Transactions              |      |
| 633    | DEPT                               |      | Judicial Ditch 10           |               |                             |      |
| 72     | 73300 Rinke-Noonan Attorney at Law |      | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
|        | 21-633-000-0000-6273               | 6.68 |                             |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law | 6.68 | 1 Transactions              |               |                             |      |
| 633    | DEPT Total:                        | 6.68 | Judicial Ditch 10           | 1 Vendors     | 1 Transactions              |      |
| 634    | DEPT                               |      | Judicial Ditch 5            |               |                             |      |
| 72     | 73300 Rinke-Noonan Attorney at Law |      | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
|        | 21-634-000-0000-6273               | 6.68 |                             |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law | 6.68 | 1 Transactions              |               |                             |      |
| 634    | DEPT Total:                        | 6.68 | Judicial Ditch 5            | 1 Vendors     | 1 Transactions              |      |
| 635    | DEPT                               |      | Judicial Ditch 6 & Imp      |               |                             |      |
| 72     | 73300 Rinke-Noonan Attorney at Law |      | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
|        | 21-635-000-0000-6273               | 6.68 |                             |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law | 6.68 | 1 Transactions              |               |                             |      |
| 635    | DEPT Total:                        | 6.68 | Judicial Ditch 6 & Imp      | 1 Vendors     | 1 Transactions              |      |
| 636    | DEPT                               |      | Judicial Ditch 7            |               |                             |      |
| 72     | 73300 Rinke-Noonan Attorney at Law |      | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
|        | 21-636-000-0000-6273               | 6.68 |                             |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law | 6.68 | 1 Transactions              |               |                             |      |
| 636    | DEPT Total:                        | 6.68 | Judicial Ditch 7            | 1 Vendors     | 1 Transactions              |      |
| 637    | DEPT                               |      | JD 11 (Ripley Ditch)        |               |                             |      |
|        | 73300 Rinke-Noonan Attorney at Law |      |                             |               |                             |      |

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21 County Ditch Fund

## Steele County

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| Vendor | Name                         | Rpt  | Amount | Warrant Description            | Invoice #     | Account/Formula Description | 1099 |
|--------|------------------------------|------|--------|--------------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula              | Accr |        | Service Dates                  | Paid On Bhf # | On Behalf of Name           |      |
| 72     | 21-637-000-0000-6273         |      | 6.68   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.68   | 1 Transactions                 |               |                             |      |
| 637    | DEPT Total:                  |      | 6.68   | JD 11 (Ripley Ditch)           | 1 Vendors     | 1 Transactions              |      |
| 638    | DEPT                         |      |        | Judicial Ditch 12              |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-638-000-0000-6273         |      | 6.68   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.68   | 1 Transactions                 |               |                             |      |
| 638    | DEPT Total:                  |      | 6.68   | Judicial Ditch 12              | 1 Vendors     | 1 Transactions              |      |
| 639    | DEPT                         |      |        | Judicial Ditch 23              |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-639-000-0000-6273         |      | 6.68   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.68   | 1 Transactions                 |               |                             |      |
| 639    | DEPT Total:                  |      | 6.68   | Judicial Ditch 23              | 1 Vendors     | 1 Transactions              |      |
| 640    | DEPT                         |      |        | Judicial Ditch 24              |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-640-000-0000-6273         |      | 6.68   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.68   | 1 Transactions                 |               |                             |      |
| 640    | DEPT Total:                  |      | 6.68   | Judicial Ditch 24              | 1 Vendors     | 1 Transactions              |      |
| 641    | DEPT                         |      |        | County Ditch 1 - Orig          |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-641-000-0000-6273         |      | 6.68   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.68   | 1 Transactions                 |               |                             |      |
| 641    | DEPT Total:                  |      | 6.68   | County Ditch 1 - Orig          | 1 Vendors     | 1 Transactions              |      |
| 642    | DEPT                         |      |        | County Ditch 1 - Church Branch |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-642-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |

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21 County Ditch Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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| Vendor | Name                         | Rpt  | Amount | Warrant Description            | Invoice #     | Account/Formula Description | 1099 |
|--------|------------------------------|------|--------|--------------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula              | Accr |        | Service Dates                  | Paid On Bhf # | On Behalf of Name           |      |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions                 |               |                             |      |
| 642    | DEPT Total:                  |      | 6.66   | County Ditch 1 - Church Branch | 1 Vendors     | 1 Transactions              |      |
| 643    | DEPT                         |      |        | County Ditch 2                 |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-643-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions                 |               |                             |      |
| 643    | DEPT Total:                  |      | 6.66   | County Ditch 2                 | 1 Vendors     | 1 Transactions              |      |
| 644    | DEPT                         |      |        | County Ditch 4                 |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-644-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions                 |               |                             |      |
| 644    | DEPT Total:                  |      | 6.66   | County Ditch 4                 | 1 Vendors     | 1 Transactions              |      |
| 645    | DEPT                         |      |        | County Ditch 5                 |               |                             |      |
| 8190   | Hansen/Daniel M              |      |        |                                |               |                             |      |
| 71     | 21-645-000-0000-6305         |      | 675.00 | CD5 - Remove 9 beavers         |               | Construction And Repairs    | Y    |
| 8190   | Hansen/Daniel M              |      | 675.00 | 1 Transactions                 |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-645-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions                 |               |                             |      |
| 645    | DEPT Total:                  |      | 681.66 | County Ditch 5                 | 2 Vendors     | 2 Transactions              |      |
| 646    | DEPT                         |      |        | County Ditch 19                |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                                |               |                             |      |
| 72     | 21-646-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer    | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions                 |               |                             |      |
| 646    | DEPT Total:                  |      | 6.66   | County Ditch 19                | 1 Vendors     | 1 Transactions              |      |
| 647    | DEPT                         |      |        | County Ditch 20                |               |                             |      |

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21 County Ditch Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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| Vendor | Name                               | Rpt  | Warrant Description | Invoice #                   | Account/Formula Description | 1099              |
|--------|------------------------------------|------|---------------------|-----------------------------|-----------------------------|-------------------|
| No.    | Account/Formula                    | Accr | Amount              | Service Dates               | Paid On Bhf #               | On Behalf of Name |
| 72     | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
|        | 21-647-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |
|        | 73300 Rinke-Noonan Attorney at Law |      | 6.66                | 1 Transactions              |                             |                   |
| 647    | DEPT Total:                        |      | 6.66                | County Ditch 20             | 1 Vendors                   | 1 Transactions    |
| 648    | DEPT                               |      |                     | County Ditch 21             |                             |                   |
|        | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
| 72     | 21-648-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |
|        | 73300 Rinke-Noonan Attorney at Law |      | 6.66                | 1 Transactions              |                             |                   |
| 648    | DEPT Total:                        |      | 6.66                | County Ditch 21             | 1 Vendors                   | 1 Transactions    |
| 649    | DEPT                               |      |                     | County Ditch 22             |                             |                   |
|        | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
| 72     | 21-649-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |
|        | 73300 Rinke-Noonan Attorney at Law |      | 6.66                | 1 Transactions              |                             |                   |
| 649    | DEPT Total:                        |      | 6.66                | County Ditch 22             | 1 Vendors                   | 1 Transactions    |
| 650    | DEPT                               |      |                     | County Ditch 23             |                             |                   |
|        | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
| 72     | 21-650-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |
|        | 73300 Rinke-Noonan Attorney at Law |      | 6.66                | 1 Transactions              |                             |                   |
| 650    | DEPT Total:                        |      | 6.66                | County Ditch 23             | 1 Vendors                   | 1 Transactions    |
| 651    | DEPT                               |      |                     | County Ditch 24             |                             |                   |
|        | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
| 72     | 21-651-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |
|        | 73300 Rinke-Noonan Attorney at Law |      | 6.66                | 1 Transactions              |                             |                   |
| 651    | DEPT Total:                        |      | 6.66                | County Ditch 24             | 1 Vendors                   | 1 Transactions    |
| 652    | DEPT                               |      |                     | County Ditch 25             |                             |                   |
|        | 73300 Rinke-Noonan Attorney at Law |      |                     |                             |                             |                   |
| 72     | 21-652-000-0000-6273               |      | 6.66                | Ditch atty monthly retainer | 357086                      | Attorney Fees Y   |

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21 County Ditch Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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| Vendor | Name                         | Rpt  | Amount | Warrant Description         | Invoice #     | Account/Formula Description | 1099 |
|--------|------------------------------|------|--------|-----------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula              | Accr |        | Service Dates               | Paid On Bhf # | On Behalf of Name           |      |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |
| 652    | DEPT Total:                  |      | 6.66   | County Ditch 25             | 1 Vendors     | 1 Transactions              |      |
| 653    | DEPT                         |      |        | County Ditch 27             |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                             |               |                             |      |
| 72     | 21-653-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |
| 653    | DEPT Total:                  |      | 6.66   | County Ditch 27             | 1 Vendors     | 1 Transactions              |      |
| 654    | DEPT                         |      |        | Public Tile Ditch 7         |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                             |               |                             |      |
| 72     | 21-654-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |
| 654    | DEPT Total:                  |      | 6.66   | Public Tile Ditch 7         | 1 Vendors     | 1 Transactions              |      |
| 655    | DEPT                         |      |        | Public Tile Ditch 8         |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                             |               |                             |      |
| 72     | 21-655-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |
| 655    | DEPT Total:                  |      | 6.66   | Public Tile Ditch 8         | 1 Vendors     | 1 Transactions              |      |
| 656    | DEPT                         |      |        | Public Tile Ditch 9         |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                             |               |                             |      |
| 72     | 21-656-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |
| 656    | DEPT Total:                  |      | 6.66   | Public Tile Ditch 9         | 1 Vendors     | 1 Transactions              |      |
| 657    | DEPT                         |      |        | Public Tile Ditch 10        |               |                             |      |
| 73300  | Rinke-Noonan Attorney at Law |      |        |                             |               |                             |      |
| 72     | 21-657-000-0000-6273         |      | 6.66   | Ditch atty monthly retainer | 357086        | Attorney Fees               | Y    |
| 73300  | Rinke-Noonan Attorney at Law |      | 6.66   | 1 Transactions              |               |                             |      |

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21 County Ditch Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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|     | <u>Vendor Name</u>                 | <u>Rpt</u>  |               | <u>Warrant Description</u>  | <u>Invoice #</u>     | <u>Account/Formula Description</u> | <u>1099</u> |
|-----|------------------------------------|-------------|---------------|-----------------------------|----------------------|------------------------------------|-------------|
|     | <u>No. Account/Formula</u>         | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u>        | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>           |             |
| 657 | DEPT Total:                        |             | 6.66          | Public Tile Ditch 10        | 1 Vendors            | 1 Transactions                     |             |
| 658 | DEPT                               |             |               | Public Tile Ditch 11        |                      |                                    |             |
|     | 73300 Rinke-Noonan Attorney at Law |             |               |                             |                      |                                    |             |
| 72  | 21-658-000-0000-6273               |             | 6.66          | Ditch atty monthly retainer | 357086               | Attorney Fees                      | Y           |
|     | 73300 Rinke-Noonan Attorney at Law |             | 6.66          | 1 Transactions              |                      |                                    |             |
| 658 | DEPT Total:                        |             | 6.66          | Public Tile Ditch 11        | 1 Vendors            | 1 Transactions                     |             |
| 659 | DEPT                               |             |               | Public Tile Ditch 17        |                      |                                    |             |
|     | 73300 Rinke-Noonan Attorney at Law |             |               |                             |                      |                                    |             |
| 72  | 21-659-000-0000-6273               |             | 6.66          | Ditch atty monthly retainer | 357086               | Attorney Fees                      | Y           |
|     | 73300 Rinke-Noonan Attorney at Law |             | 6.66          | 1 Transactions              |                      |                                    |             |
| 659 | DEPT Total:                        |             | 6.66          | Public Tile Ditch 17        | 1 Vendors            | 1 Transactions                     |             |
| 660 | DEPT                               |             |               | Public Tile Ditch 18        |                      |                                    |             |
|     | 73300 Rinke-Noonan Attorney at Law |             |               |                             |                      |                                    |             |
| 72  | 21-660-000-0000-6273               |             | 6.66          | Ditch atty monthly retainer | 357086               | Attorney Fees                      | Y           |
|     | 73300 Rinke-Noonan Attorney at Law |             | 6.66          | 1 Transactions              |                      |                                    |             |
| 660 | DEPT Total:                        |             | 6.66          | Public Tile Ditch 18        | 1 Vendors            | 1 Transactions                     |             |
| 665 | DEPT                               |             |               | JD 2 Redetermination        |                      |                                    |             |
|     | 73300 Rinke-Noonan Attorney at Law |             |               |                             |                      |                                    |             |
| 72  | 21-665-000-0000-6273               |             | 6.66          | Ditch atty monthly retainer | 357086               | Attorney Fees                      | Y           |
|     | 73300 Rinke-Noonan Attorney at Law |             | 6.66          | 1 Transactions              |                      |                                    |             |
| 665 | DEPT Total:                        |             | 6.66          | JD 2 Redetermination        | 1 Vendors            | 1 Transactions                     |             |
| 21  | Fund Total:                        |             | 875.00        | County Ditch Fund           |                      | 31 Transactions                    |             |



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35 Bonded Debt Fund

# Steele County



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| Vendor Name |                                         | Rpt  | Warrant Description |                            | Invoice #     | Account/Formula Description |  | 1099 |
|-------------|-----------------------------------------|------|---------------------|----------------------------|---------------|-----------------------------|--|------|
| No.         | Account/Formula                         | Accr | Amount              | Service Dates              | Paid On Bhf # | On Behalf of Name           |  |      |
| 800         | DEPT                                    |      |                     | Debt Service Fund A        |               |                             |  |      |
|             | 9579 Government Capital Securities Corp |      |                     |                            |               |                             |  |      |
| 112         | 35-800-000-0000-6801                    |      | 5,200.00            | 2018A Arbitrage compliance | May 4 2023    | Misc. Expense               |  | N    |
|             | 9579 Government Capital Securities Corp |      | 5,200.00            | 1 Transactions             |               |                             |  |      |
| 800         | DEPT Total:                             |      | 5,200.00            | Debt Service Fund A        | 1 Vendors     | 1 Transactions              |  |      |
| 35          | Fund Total:                             |      | 5,200.00            | Bonded Debt Fund           |               | 1 Transactions              |  |      |

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38 Capital Outlay Fund

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| Vendor | Name                               | Rpt       | Warrant Description           | Invoice #     | Account/Formula Description           | 1099 |
|--------|------------------------------------|-----------|-------------------------------|---------------|---------------------------------------|------|
| No.    | Account/Formula                    | Accr      | Service Dates                 | Paid On Bhf # | On Behalf of Name                     |      |
| 111    | DEPT                               |           | Buildings & Grounds           |               |                                       |      |
|        | 5889 Wold Architects and Engineers |           |                               |               |                                       |      |
| 174    | 38-111-000-0000-6600               | 660.00    | Admin reno - bill thru April  | 85895         | Capital Outlay - Buildings and Ground | Y    |
|        | 5889 Wold Architects and Engineers | 660.00    | 1 Transactions                |               |                                       |      |
| 111    | DEPT Total:                        | 660.00    | Buildings & Grounds           | 1 Vendors     | 1 Transactions                        |      |
| 201    | DEPT                               |           | Sheriff                       |               |                                       |      |
|        | 9659 Sunde Land Surveying LLC      |           |                               |               |                                       |      |
| 164    | 38-201-000-0000-6600               | 6,400.00  | BLTU & utility locate         | 57067         | Capital Outlay - Sheriff              | N    |
|        | 9659 Sunde Land Surveying LLC      | 6,400.00  | 1 Transactions                |               |                                       |      |
|        | 5889 Wold Architects and Engineers |           |                               |               |                                       |      |
| 176    | 38-201-000-0000-6600               | 209.60    | DC/Sheriff reno-bill thru Apr | 85925         | Capital Outlay - Sheriff              | Y    |
|        | 5889 Wold Architects and Engineers | 209.60    | 1 Transactions                |               |                                       |      |
| 201    | DEPT Total:                        | 6,609.60  | Sheriff                       | 2 Vendors     | 2 Transactions                        |      |
| 251    | DEPT                               |           | Jail                          |               |                                       |      |
|        | 8681 Mohs Contracting Inc          |           |                               |               |                                       |      |
| 163    | 38-251-000-0000-6600               | 39,745.75 | DC pod renovation             | 10            | Capital Outlay - Detention Center     | N    |
|        | 8681 Mohs Contracting Inc          | 39,745.75 | 1 Transactions                |               |                                       |      |
|        | 5889 Wold Architects and Engineers |           |                               |               |                                       |      |
| 175    | 38-251-000-0000-6600               | 775.52    | Jail pod renovation           | 83834         | Capital Outlay - Detention Center     | Y    |
|        | 5889 Wold Architects and Engineers | 775.52    | 1 Transactions                |               |                                       |      |
| 251    | DEPT Total:                        | 40,521.27 | Jail                          | 2 Vendors     | 2 Transactions                        |      |
| 38     | Fund Total:                        | 47,790.87 | Capital Outlay Fund           |               | 5 Transactions                        |      |

SBENDORF

5/18/23 10:12AM

53 Landfill Fund

## Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 25

| Vendor Name                        | Rpt  | Warrant Description | Invoice #                     | Account/Formula Description | 1099                |
|------------------------------------|------|---------------------|-------------------------------|-----------------------------|---------------------|
| No. Account/Formula                | Accr | Amount              | Service Dates                 | Paid On Bhf #               | On Behalf of Name   |
| 398 DEPT                           |      | Landfill            |                               |                             |                     |
| 9087 7 Rivers Recycling LLC        |      |                     |                               |                             |                     |
| 91 53-398-000-0000-6304            |      | 4,207.00            | 150 mattresses                | 8743                        | Contract Services Y |
| 9087 7 Rivers Recycling LLC        |      | 4,207.00            | 1 Transactions                |                             |                     |
| 11215 Central Farm Services        |      |                     |                               |                             |                     |
| 75 53-398-000-0000-6541            |      | 545.96              | 287 gals LP - shop            | 185129                      | Heating Fuel N      |
| 76 53-398-000-0000-6540            |      | 1,493.37            | 250 gals diesel, 176 unleaded | 25052                       | Machine Fuel N      |
| 77 53-398-000-0000-6540            |      | 2,596.69            | 732 gals diesel               | 25102                       | Machine Fuel N      |
| 78 53-398-000-0000-6540            |      | 1,662.30            | 450 gals diesel               | 25134                       | Machine Fuel N      |
| 79 53-398-000-0000-6540            |      | 2,112.56            | 500 gals diesel, 100 unleaded | 25164                       | Machine Fuel N      |
| 11215 Central Farm Services        |      | 8,410.88            | 5 Transactions                |                             |                     |
| 8424 Cintas                        |      |                     |                               |                             |                     |
| 80 53-398-000-0000-6304            |      | 108.11              | Rugs                          | 4151335412                  | Contract Services Y |
| 81 53-398-000-0000-6304            |      | 108.11              | Rugs                          | 4152061569                  | Contract Services Y |
| 82 53-398-000-0000-6304            |      | 108.11              | Rugs                          | 4152749408                  | Contract Services Y |
| 83 53-398-000-0000-6304            |      | 108.11              | Rugs                          | 4153448265                  | Contract Services Y |
| 8424 Cintas                        |      | 432.44              | 4 Transactions                |                             |                     |
| 14420 Culligan Inc                 |      |                     |                               |                             |                     |
| 84 53-398-000-0000-6304            |      | 39.05               | Water & fuel surcharge        | 3519849                     | Contract Services N |
| 85 53-398-000-0000-6304            |      | 12.94               | Cooler rental                 | 352891                      | Contract Services N |
| 86 53-398-000-0000-6304            |      | 37.15               | Softener rental               | 3535567                     | Contract Services N |
| 87 53-398-000-0000-6304            |      | 39.99               | Softener rental               | 3538912                     | Contract Services N |
| 14420 Culligan Inc                 |      | 129.13              | 4 Transactions                |                             |                     |
| 4329 Express Pressure Washers Inc  |      |                     |                               |                             |                     |
| 113 53-398-000-0000-6301           |      | 267.30              | Cartridge replacement-SC50    | I-129371                    | Equip Repairs N     |
| 4329 Express Pressure Washers Inc  |      | 267.30              | 1 Transactions                |                             |                     |
| 38160 J R's Advanced Recyclers Inc |      |                     |                               |                             |                     |
| 88 53-398-000-0000-6304            |      | 570.00              | 109 appliances                | 110053                      | Contract Services N |
| 38160 J R's Advanced Recyclers Inc |      | 570.00              | 1 Transactions                |                             |                     |
| 58850 Northland Farm Systems       |      |                     |                               |                             |                     |
| 89 53-398-000-0000-6301            |      | 335.15              | Service UTV                   | 57331                       | Equip Repairs N     |
| 58850 Northland Farm Systems       |      | 335.15              | 1 Transactions                |                             |                     |

SBENDORF  
5/18/23 10:12AM  
53 Landfill Fund

# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor Name |                      | Rpt  | Warrant Description |                | Invoice #     | Account/Formula Description |                 | 1099 |
|-------------|----------------------|------|---------------------|----------------|---------------|-----------------------------|-----------------|------|
| No.         | Account/Formula      | Accr | Amount              | Service Dates  | Paid On Bhf # | On Behalf of Name           |                 |      |
| 99500       | Ziegler,Inc          |      |                     |                |               |                             |                 |      |
| 90          | 53-398-000-0000-6301 |      | 3,344.36            | Repairs to D6N | SI000315220   | Equip Repairs               |                 | N    |
| 99500       | Ziegler,Inc          |      | 3,344.36            | 1 Transactions |               |                             |                 |      |
| 398         | DEPT Total:          |      | 17,696.26           | Landfill       | 8 Vendors     |                             | 18 Transactions |      |
| 53          | Fund Total:          |      | 17,696.26           | Landfill Fund  |               |                             | 18 Transactions |      |

SBENDORF

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74 Clean Water Partnership Lc

# Steele County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor Name |                                   | Rpt  | Warrant Description |                                      | Invoice #        | Account/Formula Description |                | 1099 |
|-------------|-----------------------------------|------|---------------------|--------------------------------------|------------------|-----------------------------|----------------|------|
| No.         | Account/Formula                   | Accr | Amount              | Service Dates                        | Paid On Bhf #    | On Behalf of Name           |                |      |
| 610         | DEPT                              |      |                     | Clean Water Partnership Loan Program |                  |                             |                |      |
|             | 52725 Mn Pollution Control Agency |      |                     |                                      |                  |                             |                |      |
| 73          | 74-610-032-0000-6701              |      | 20,993.73           | Loan payment #13                     | 06152023         | Bond Principal Disb         |                | N    |
| 74          | 74-610-032-0000-6905              |      | 1,739.47            | Interest payment #13                 | 06152023         | Interest Expense            |                | N    |
|             | 52725 Mn Pollution Control Agency |      | 22,733.20           | 2 Transactions                       |                  |                             |                |      |
| 610         | DEPT Total:                       |      | 22,733.20           | Clean Water Partnership Loan Program | 1 Vendors        |                             | 2 Transactions |      |
| 74          | Fund Total:                       |      | 22,733.20           | Clean Water Partnership Loan F       |                  |                             | 2 Transactions |      |
|             | Final Total:                      |      | 229,947.04          | 154 Vendors                          | 208 Transactions |                             |                |      |

# Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                    |                        |
|---------------|-------------|---------------|--------------------------------|------------------------|
|               | 1           | 135,651.71    | General Revenue Fund           |                        |
|               | 21          | 875.00        | County Ditch Fund              |                        |
|               | 35          | 5,200.00      | Bonded Debt Fund               |                        |
|               | 38          | 47,790.87     | Capital Outlay Fund            |                        |
|               | 53          | 17,696.26     | Landfill Fund                  |                        |
|               | 74          | 22,733.20     | Clean Water Partnership Loan F |                        |
|               | All Funds   | 229,947.04    | Total                          | Approved by, . . . . . |
|               |             |               |                                | . . . . .              |
|               |             |               |                                | . . . . .              |

**PERSONNEL REPORT**  
May 23, 2023 at 5:00 pm

**ACTION ITEMS**

**1. Personnel Actions:**

**New Hires/Promotions/Demotions/Transfers. (Positions previously approved by Board):**

| <i>Name</i>     | <i>Position/Dept.</i>                 | <i>Rating/Step</i> | <i>Date</i> |
|-----------------|---------------------------------------|--------------------|-------------|
| Anthony Solseth | Correctional Officer/Detention Center | B24/1              | 05/22/23    |
| Ryan Gehrke     | Road Deputy/Sheriff's Office          | B25/6              | 05/23/23    |

**Resignations/Retirements/Terminations:**

| <i>Name</i>   | <i>Position</i> | <i>Department</i> | <i>End Date</i> |
|---------------|-----------------|-------------------|-----------------|
| Darrin Helget | Road Deputy     | Sheriff's Office  | 06/01/23        |

**Open Positions-Pending Board Approval:**

| <i>Position</i> | <i>Department</i> | <i>Notes</i>    |
|-----------------|-------------------|-----------------|
| Road Deputy     | Sheriff's Office  | Backfill Helget |

**STAFFING STATUS (Information Only – No Action Required)**

**Open Positions - Approved to Fill:**

| <i>Position</i>           | <i>Department</i>            | <i>Notes</i>              |
|---------------------------|------------------------------|---------------------------|
| Correctional Officers (2) | Det. Center/Sheriff's Office | Backgrounding 1 candidate |
| Road Deputy (3)           | Sheriff's Office             | Backgrounding 1 candidate |
| Probation Officer         | Community Corrections        | Recruiting                |
| Engineering Technician    | Highway                      | Recruiting                |
| Appraiser                 | Assessor's Office            | Recruiting                |
| Paralegal                 | County Attorney              | Internal Posting          |
| County Auditor            | Auditor's Office             | Restructuring Position    |
| Landfill Operator         | Landfill/Highway             | Offer Declined            |
| County Attorney           | Attorney's Office            | Recruiting                |

**Open Positions – In Committee:**

| <i>Position</i> | <i>Department</i>    | <i>Notes</i>               |
|-----------------|----------------------|----------------------------|
| Lead Custodian  | Facilities & Grounds | New Position – Being Rated |



## Steele County Agenda Item

---

**Subject:** Renew State of Minnesota Grant Contract Agreement (REAM GRANT)

**Department:** Community Corrections

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☐ No

**Policy Committee Recommendation:**

Committee recommends renewing the State of Minnesota Grant Contract Agreement to receive Remote Electronic Alcohol Monitoring Grant (REAM GRANT) and authorize Community Corrections Director to sign.

**Recommendation:**

Authorize Community Corrections Director to sign State of Minnesota Grant Contract Agreement (REAM GRANT)

**Background (*Including Budget Impact*):**

Steele County Community Corrections has been awarded a renewal of the Statewide 'Remote Electronic Alcohol Monitoring Grant'. The term of this grant is July 1<sup>st</sup>, 2023 – July 1<sup>st</sup>, 2025, and the awarded amount is \$18,000. This grant subsidizes the daily monitoring fee for lower income clients under the supervision of Steele County Community Corrections, with the purpose supporting sobriety and public safety.

**Attachments:**

**State of Minnesota Grant Contract Agreement (REAM GRANT)**



## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its **Commissioner of Corrections** ("STATE"), and **Steele County Community Corrections**, 631 N. Cedar Street, Suite 100, Owatonna, MN 55060 ("GRANTEE").

### Recitals

1. Under [Minn. Stat. §241.31](#), subd. 7 the State is empowered to enter into this grant contract agreement.
2. The State is in need of **Remote Electronic Alcohol Monitoring** programming.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

##### 1.1 *Effective date:*

**July 1<sup>st</sup>, 2023**, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

##### 1.2 *Expiration date:*

**June 30<sup>th</sup>, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

2.1 Provide the programs and services specified in the Grant Application, which are attached as Exhibit A and Exhibit B and incorporated into this grant agreement; and

2.2 Minimize administrative costs as a condition of this grant as required by [Minn. Stat. §16B.98](#), subd 1; and

2.3 Comply with required grants management policies and procedures set forth in [Minn. Stat. §16B.97](#), subd. 4 (a) (1).

#### 3 Time

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

#### 4 Consideration and Payment

##### 4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

**(a) Compensation**

The Grantee will be paid according to the breakdown below and for costs contained in the budget which is attached as Exhibit C and incorporated into this grant contract agreement.

**Fiscal Year 2024**

|         |                                      |
|---------|--------------------------------------|
| \$9,000 | Remote Electronic Alcohol Monitoring |
|---------|--------------------------------------|

**Fiscal Year 2025**

|         |                                      |
|---------|--------------------------------------|
| \$9,000 | Remote Electronic Alcohol Monitoring |
|---------|--------------------------------------|

Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized.

**(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$18,000**.

**4.2 Payment****(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices also known as financial status reports (FSR) must be submitted timely and according to the following schedule:

FSRs must be submitted quarterly, within 30 days of the end of the reporting period.  
In the FSR the agency address must match the address in the State SWIFT system.

**(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**(c) Special Conditions**

1. As applicable, all grantees must submit the current contract with their chosen electronic surveillance vendor upon execution of the grant agreement.
2. DOC grant monitors will review for under-spending and at the end of the 2nd quarter of each year (January 31), grant funding may be reduced accordingly if there is 50% or more of unspent money.

3. DOC grant monitors will review for under-spending and at the end of the 3rd quarter of each year (April 30), grant funding will be reduced accordingly if there is 30% or more of unspent money.
4. Grantees may request additional REAM funds as needed during the grant period. Grant monitors will award additional funds upon availability and based on grantees' usage and compliance.

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

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

### **5 Conditions of Payment**

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

### **6 Authorized Representative**

The State's Authorized Representative is Rubina Khan, Grant Monitor, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, PH: 651-363-4392, Email: [Rubina.Khan@state.mn.us](mailto:Rubina.Khan@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Timothy Schammel, Director, Steele County Community Corrections, 631 N. Cedar Street, Suite 100, Owatonna, MN 55060, PH: 507-444-7725, Email: [timothy.schammel@co.steele.mn.us](mailto:timothy.schammel@co.steele.mn.us), or his/her designee or successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

#### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

#### **7.2 Amendments**

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

#### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

#### **7.4 Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to

bind either party.

## **8 Liability**

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

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 *Government Data Practices***

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 *Publicity***

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 *Endorsement***

The Grantee must not claim that the State endorses its products or services.

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

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

## **14 Termination**

### **14.1 *Termination by the State***

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

### **14.2 *Termination for Cause***

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

### **14.3 *Termination for Insufficient Funding***

The State may immediately terminate this grant contract agreement if:

- (a)** It does not obtain funding from the Minnesota Legislature
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and the effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to the disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **16 Reporting Requirements**

The GRANTEE must submit quarterly and annual data reports along with the FSR when required by the grant.

## **17 Program Evaluation**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Decided By:

Signed: Mary Myers

CFC5559E734244C...

Date: 4/20/2023

SWIFT Contract/PO No(s). C-227089 FY24 PO 3-153909

**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.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Distribution:

Agency

Grantee

State's Authorized Representative

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**PROGRAM INFORMATION SHEET**  
**Remote Electronic Alcohol Monitoring (REAM)**  
**July 1, 2023 – June 30, 2025**

**Application Information**

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1. APPLICANT LEGAL ORGANIZATION NAME - Steele County Community Corrections
2. APPLICANT LEGAL ORGANIZATION ADDRESS - 631 N Cedar Ste. 100, Owatonna, MN 55060
3. MN TAX ID: 8027422
4. FEDERAL EMPLOYER ID: 41-6005901

**\*Please have your financial department fill out the following information regarding payments**

5. STATE SWIFT VENDOR # 0000197345

**Critical: your agency remittance address must match the address in the SWIFT system**

6. Agency Remittance Address in SWIFT: 630 Florence Ave, Owatonna MN 55060
7. Account Type (Do you want the money going to the Auditor/Treasurer Account, Corrections Account or Other)

**Auditor/Treasurer Account**

**Program Authorized Representative**

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1. NAME – Timothy Schammel
2. TITLE - Director
3. PHONE – 507-444-7725
4. EMAIL - timothy.schammel@co.steele.mn.us

**Amount of Funds Requested**

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1. FY24 July 1, 2023 – June 30<sup>th</sup>, 2024 - \$9,000
2. FY25 July 1, 2024 – June 30<sup>th</sup>, 2025 - \$9,000

**Service Areas**

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1. List the cities or counties you will be serving - The Steele County Community Corrections REAM grant will be serving Steele County and the cities of Owatonna, Medford, Ellendale and Blooming Prairie, Minnesota.
2. Estimated population of service areas – Population of Steele County is 37,406 (2020 Census).

**Certification**

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By submitting a response to the Remote Electronic Alcohol Monitoring (REAM) Request For Proposals (RFP) I, the Authorized Representative, certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this response on behalf of the applicant entity.

## REAM PROGRAM DESCRIPTION

### Remote Electronic Alcohol Monitoring (REAM)

#### July 1, 2023 – June 30, 2025

#### JURISDICTION INFORMATION

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1. What is the total population of the service area? 37,406 (2020 Census)
2. How many total driving while impaired offenders were supervised in this service area during the 2022 calendar year?
  - Pre-trial **33**
  - Post-trial **442**

#### VENDOR NAME, TASKS, AND RESPONSIBILITIES

---

1. REAM Vendor(s)
2. Description of Services and Responsibilities
3. If you are not using a vendor describe the services, your organization is providing

*Since 2009 Steele County Community Corrections (SCCC) has contracted with Alcohol Monitoring Systems (AMS) of Littleton, Colorado for its Secure Continuous Remote Alcohol Monitoring (SCRAM) technology. AMS provides SCCC with access to its SCRAMnet web-based data base. They also make certain our equipment is in good working order and provide us with updated equipment when changes are made. AMS uses SCRAM technology which allows the equipment to include the capability of monitoring clients for alcohol use and to enforce curfews and house arrest. AMS is a genuine leader in this industry.*

*AMS notifies our office, via e-mail, if there are any violations of the program including the use of alcohol or tampering with the equipment. The SCRAM bracelet is a highly sophisticated instrument that takes transdermal alcohol readings from the client every 30 minutes, 24 hours of the day, seven days a week. AMS staff analyzes the readings to determine if alcohol was consumed or if the client encountered alcohol in a different manner, i.e. through a cleaning product at work, etc. AMS always errs on the side of caution, giving the client the benefit of the doubt in all cases. When they determine a violation has taken place they are prepared to defend that analysis in court if necessary.*

*When an AMS data analyst confirms that a violation has occurred, the test results are sent to a panel of senior data analysts to reconfirm the violation. If the violation is reconfirmed by the panel, AMS notifies our office.*

#### COORDINATION AND SUPPORT OF THE COURT AND LAW ENFORCEMENT AGENCIES

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1. Briefly describe how your agency works collaboratively with the court and law enforcement agencies in coordinating services related to the REAM program.
2. Who makes the recommendations and referrals to the REAM program?
3. Which agency provides the supervision to ensure compliance with the no use of alcohol condition?
4. How are partner agencies made aware of the availability of the REAM program?

*SCCC coordinated the implementation of our SCRAM monitoring program with law enforcement agencies and our Courts. An AMS employee came to Steele County and conducted a training presentation on the equipment and its use for our staff, law enforcement, the Courts, and others.*

*When appropriate, our staff goes to our local detention center to connect clients to SCRAM equipment prior to their release from the detention center. On other occasions the hookups take place in our office in the SCCC. Our Courts have been extremely supportive of our SCRAM monitoring program both for pre-trial and*



*sentencing options. The Courts also permit the use of SCRAM equipment as an intermediate sanction through the use of Sanctions Conferences and has become a valuable tool in our Drug Court Program.*

## **REAM PROTOCOLS AND PROCEDURES**

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1. Provide brief descriptions of protocols and procedures related to implementing your REAM program including:

- Equipment hookup, deinstallations and retrieval

*Our SCRAM monitoring process begins with our department receiving an order from the Court. When monitoring is ordered arrangements are made for the hook up, usually the same day the order was issued. One of our Probation Officers (PO) meets with the client and explains the SCRAM program to him or her. The PO goes through a contract and check list with the client before the bracelet is placed on the client's leg. The client must also pay for two weeks of service in advance before the hookup is completed.*

*The PO administers a preliminary breath test to the client prior to installation of the bracelet to insure alcohol is not present in the client's system at the time of the installation. Some of our clients take a modem home with them that allows their bracelet to download its readings twice daily and have them sent to the AMS monitoring system. Many of our clients come to our office one or two times a week for a "direct connect" download that involves connecting the bracelet to a computer. Seeing the client on a regular basis like this allows us to make any needed equipment changes and to test the client for chemicals other than alcohol.*

*All PO's are trained in the installation and removal of the equipment. If modems are used, clients are expected to return the modem to us at the time we take the SCRAM bracelet off the client's leg.*

- Notification of drinking event alerts

*AMS notifies SCCC via e-mail of any confirmed drinking events. In turn, a representative from SCCC re-confirms the violation and necessary action would be taken.*

- Breath or blood alcohol level is considered a positive (.02, .04, etc.)

*The SCCC SCRAM Program does not measure breath or blood alcohol levels. The SCCC SCRAM Program uses Transdermal Alcohol Content (TAC) technology. Including a series of criteria to be considered a positive test result, SCCC SCRAM program uses three consecutive readings at or above .02% TAC.*

- Responding to a violation of the no alcohol use condition, including consequences

*When our staff learns of a confirmed violation or tamper we have several options. If the client is on pre-trial supervision we notify the Court and attorneys of the violation and the client may be taken into custody pending a hearing. If the client is on SCRAM on a post-sentence basis we have that option plus others including returning the client to court for a violation hearing or doing a Sanctions Conference with the client. There is a range of consequences for violations.*

- Other internal policies such as capped days, etc.

*Must pay any outstanding SCRAM fees owed prior to being placed back on the program. The maximum amount of days on the REAM program would be 180 consecutive days.*

## EQUIPMENT

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1. List and describe each piece of equipment used for the REAM program including specific make and model (examples: SCRAM, Soberlink, etc.) Identify if the equipment is breath or transdermal.

Please note, REAM grants are to be specifically used for alcohol monitoring, therefore GPS and Radio Frequency (RF) without alcohol monitoring component systems are not eligible for REAM.

*SCRAM is the state of the art scientifically-proven, court-validated tool – based on transdermal technology continuously monitors alcohol clients to ensure abstinence from alcohol in compliance with court orders. Clients on SCRAM wear an ankle bracelet that takes 48 readings a day, seven days a week, to determine if that client has been drinking. The bracelet is tamper-resistant, water-resistant and designed to withstand daily wear and tear. The bracelet consists of two components. One is the sensor that measures ethanol vapor as it migrates through the skin and determines if alcohol is present. The second component contains electronics which detect tampering with the equipment and also collects, stores, and transfers data to the modem or direct connect device.*

*Steele County Community Corrections currently has:*

- 18 SCRAM bracelets*
- 13 SCRAM Base Stations*
- 2 Remote Breath Units*

## PER DIEM RATE OR COST OF EQUIPMENT

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### 1. Vendor Equipment Information

| Equipment | Per Diem Rate / Cost Per Day |
|-----------|------------------------------|
|-----------|------------------------------|

*Equipment is owned by SCCC and is maintained by AMS. The daily monitoring cost of \$5.30 per day includes data interpretation and maintenance of the bracelet. There is no additional cost for installation or removal of the bracelet. There are additional costs for supplies and replacement bracelets as listed below:*

|                                      |                              |
|--------------------------------------|------------------------------|
| <i>Replacement bracelet:</i>         | <i>\$1,200 each</i>          |
| <i>Replacement base station:</i>     | <i>\$400 each</i>            |
| <i>Full strap replacement</i>        | <i>\$50 per bracelet</i>     |
| <i>Size 2 full strap replacement</i> | <i>\$60 per bracelet</i>     |
| <i>Batteries</i>                     | <i>\$40 for a box of 30</i>  |
| <i>Faceplates</i>                    | <i>\$125 for a box of 25</i> |
| <i>Exhaust caps</i>                  | <i>\$5 for a box of 20</i>   |
| <i>Tamper proof clips</i>            | <i>\$10 for a box of 20</i>  |
| <i>Direct connect device</i>         | <i>\$60 each</i>             |
| <i>Phone cord</i>                    | <i>\$10 for a box of 5</i>   |
| <i>Screws</i>                        | <i>\$25 for a box of 30</i>  |
| <i>Clip cutter</i>                   | <i>\$8 each</i>              |
| <i>Magnets</i>                       | <i>\$7 for a box of 5</i>    |
| <i>Base station battery</i>          | <i>\$30 each</i>             |
| <i>USB cable</i>                     | <i>\$20 for a box of 5</i>   |
| <i>Ethernet cable</i>                | <i>\$8.50 for a box of 5</i> |
| <i>Face plate removal tool</i>       | <i>\$5.75 each</i>           |
| <i>Disinfectant Spray</i>            | <i>\$15 each</i>             |
| <i>Nitrile gloves</i>                | <i>\$15 each</i>             |
| <i>Screw Driver</i>                  | <i>\$4 each</i>              |

\*Additional costs include but are not limited to installation, deinstallation, servicing and lost or damaged equipment

**2. If Applicant Provided Equipment**

Equipment

Per Diem Rate / Cost Per Day

*Same as above.*

\*Additional costs include but are not limited to installation, deinstallation, servicing and lost or damaged equipment

**REAM Grant Subsidy Method**

REAM grants are specifically for adult impaired driving clients who are considered indigent and are ordered by a judge to be on alcohol monitoring. Indigent is defined as being public defender eligible.

1. Describe how your agency will ensure only those clients deemed indigent participate in REAM.

*A client will automatically qualify for the SCCC REAM Program if the Court appoints counsel for him or her since that finding is based on a review of the client's financial status.*

*If the client's financial status changes while participating in the SCRAM Program, a probation agent along with a Director/Assistant Director will determine if the client is indigent. SCCC will use these guidelines:*

- *Either the client or dependents living in the client's household have means tested government benefits. OR*
- *Meets income requirements. Income requirements will be less than 135% of the Federal Poverty Guideline and/or assets totaling \$10,000 or less for a single person or \$18,000 or less for two people.*
  - o *Income requirements will be determined by previous month's gross income supplied in the form of check stubs. When check stubs are not available, the previous year's tax returns will be requested. Gross income and assets will be the only monetary amounts used to determine indigency. If neither check stubs or tax returns are available, it will be at the Director/Assistant Director's discretion whether or not a client meets the criteria to be placed on the REAM Grant program.*

2. Describe how your agency will ensure clients are limited to 180 consecutive days on the REAM grant program.

*A Probation Officer/Administrative Assistant with SCCC monitors the fees for the program. When the fees are entered into Court Services Tracking System (CSTS), the PO will calculate the number of days remaining and record it in the comment section of the fee. Once the 180 days has been reached, the client will be charged the self-pay rate of \$10 per day.*

**Specialized Populations and Programs**

1. Describe if your agency uses the REAM grant for a specialized supervision population or program such as Drug Treatment Courts, DWI Courts and/or ISP (DWI Intensive Supervision Program).
2. Is there a specific participant cost associated with the program or intensive supervision?
3. How much is the client required to pay?

*Steele Waseca Drug/DWI Court uses SCCC SCRAM Program on a regular basis. All Drug/DWI Court clients must follow the SCCC SCRAM policy. There are no additional client cost associated with participating in Drug Court.*

## PROGRAM FEES

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1. Does your agency charge clients to participate in the REAM grant program? This includes co-pays, stipends, etc.
2. If yes, how is that fee collected? Corrections staff, self-pay to vendor, etc.
3. How is that income used within your agency?

*The amount to be placed on the SCCC SCRAM Program is \$10 per day. Indigent clients that meet the credited for the REAM Grant would pay 25% (\$2.50) and the REAM Grant would pay 75% (7.50) per day of SCRAM service. All payments are made directly to SCCC. A PO monitor and updates the fees as needed.*

*SCCC uses the income generated by the SCRAM Program is used to maintain and enhance the program. Specifically, SCCC uses the income to pay for monitoring costs (\$5.30 per day), supplies, and purchasing replacement equipment.*

## ESTIMATED NUMBER OF CLIENTS

---

### Current REAM Counties

1. Over the next two fiscal years do you anticipate the number of clients will:
  - Remain about the same as previous years
  - Increase
  - Decrease
2. Please explain why you believe this.

*Since the last RFP period of 2020-2021, Steele County Community Corrections would expect to remain the same or increase. The COVID-19 Pandemic paused alcohol monitoring in our agency. In 2022, preliminary numbers indicate an increase from 2020-2021 RFP period. There has also been an increase of local DWI offenses.*

### NEW Applicants

1. Provide an estimated number of impaired driving clients that could participate in the program for the next two fiscal years from July 1, 2023 – June 30<sup>th</sup>, 2025. Explain how the estimate was arrived at.

FY24 July 1, 2023 – June 30<sup>th</sup>, 2024

FY25 July 1, 2024 – June 30<sup>th</sup>, 2025

## SUPERVISION TYPE

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What percentage of your REAM funds will be used to monitor impaired driving clients who are ordered to abstain from the use of alcohol as a condition of:

- |                                                     |      |
|-----------------------------------------------------|------|
| 1. Pre-trial Release?                               | 55 % |
| 2. Supervised Release or Probation (Post-Sentence)? | 45 % |

**TOTAL ANNUAL BUDGET**  
**Remote Electronic Alcohol Monitoring (REAM)**

**GRANT APPLICANT: Steele County Community Corrections**

Unless you expect significant differences in the budgets for FY24 and FY25, you need only submit **one annual budget form**. The budget should detail proposed expenditures for a one-year period. List the sources of all funds needed to meet your proposed budget. Because budgets are best-guess estimates, please round to the nearest dollar. Use only the space provided.

| <b>Expenses<br/>Line-Item Expense</b> | <b>Total Proposed Annual Budget</b> | <b>Amount Requested from DOC<br/>For this Grant</b> |
|---------------------------------------|-------------------------------------|-----------------------------------------------------|
| Personnel                             |                                     |                                                     |
| Fringe Benefits                       |                                     |                                                     |
| Contract Services                     | 9,000                               | \$9,000                                             |
| Travel                                |                                     |                                                     |
| Training                              |                                     |                                                     |
| Rent/Mortgage                         |                                     |                                                     |
| Utilities                             |                                     |                                                     |
| Insurance                             |                                     |                                                     |
| Maintenance/Repair                    |                                     |                                                     |
| Office Supplies                       |                                     |                                                     |
| Program Supplies                      |                                     |                                                     |
| Equipment                             |                                     |                                                     |
| Other (Specify)                       |                                     |                                                     |
| Other (Specify)                       |                                     |                                                     |
| Other (Specify)                       |                                     |                                                     |
| Other (Specify)                       |                                     |                                                     |
| <b>TOTALS</b>                         | <b>\$9,000</b>                      | <b>\$9,000</b>                                      |

ANNUAL BUDGET NARRATIVE  
Remote Electronic Alcohol Monitoring (REAM)

GRANT APPLICANT: Steele County Community Corrections

This narrative should detail proposed expenditures for a one-year period. Explain in detail each line item charged to DOC on the Total Annual Budget form and show how expenses are estimated. List the line items in order as they appear in the budget. Provide a narrative that includes an explanation of costs such as contract service fees, and equipment, etc.

*As has been discussed earlier, Steele County wants to keep the cost of monitoring at a minimum to encourage maximum use of the program as a means of protecting the public and providing an alternative to incarceration. With the \$9,000 of grant funding, we will be able to provide 1,200 days of Monitoring. Many of the client's benefit from being on the program. Most clients are extremely successful on the program and benefit from the sobriety it allows them to achieve.*

*All the money received from the REAM grant will be used to help indigent, adult impaired driving offense clients pay the cost of the alcohol monitoring. Currently, clients pay \$10 per day on the Steele County Community Corrections SCRAM Program. We are proposing that qualified individuals pay 25% of that amount (\$2.50) and the REAM grant will pay 75% (\$7.50) per day of SCRAM service.*

*For the start of the fiscal year 2022 (July 1, 2022 – December 31, 2022), we had 21 self-pay client and 20 subsidized by the REAM Grant. The REAM Grant paid a total of \$6,774 towards monitoring. This is an average of 43 days per client.*

***We anticipate serving 40 clients per fiscal year with REAM grant.***

*REAM client estimates with money awarded:*

*30 clients at \$7.50 (Paid by REAM grant) for an average of 40 days = \$9,000*



## Steele County Agenda Item

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**Subject:** Rescind the approval of the Renewal Agreement with Bureau of Criminal Apprehension and Community Corrections

**Department:** Community Corrections

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☐ No

### **Policy Committee Recommendation:**

Committee recommends rescinding the approval of the Renewal Agreement with Bureau of Criminal Apprehension and Community Corrections approved April 25, 2023

### **Recommendation:**

Rescind the approval of the Renewal Agreement with Bureau of Criminal Apprehension, Minnesota Joint Powers Agreement and Community Corrections passed on April 25, 2023, at the Board Meeting.

### **Background (*Including Budget Impact*):**

After discussion with the BCA, the renewal agreement requires a Resolution and moving forward a more efficient process for these agreements is to submit resolutions and agreements as a group between Community Corrections, Attorneys office and the Sheriff/Steele County Sheriff's Department.

### **Attachments:**

List each of the attachments to be included with the agenda item. If no attachments, list "N/A"



## Steele County Agenda Item

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**Subject:** Approve the renewal of the BCA Joint Powers Agreement and to Adopt a Resolution approving the State of Minnesota joint powers agreement with the County Attorney, Community Corrections and the Sheriff.

**Department:** Community Corrections

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☒ Yes ☐ No

**Policy Committee Recommendation:**

Committee recommends renewing the BCA Joint Powers Agreement with the County Attorney, Community Corrections, and the Sheriff.

**Recommendation:**

To have board approval of Resolution No. approving the BCA Joint Powers Agreement and allowing County Board Chair and Clerk sign JPA document.

**Background (*Including Budget Impact*):**

The County of Steele on behalf of its County Attorney, Community Corrections and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

**Attachments:**

Resolution No. and Bureau of Criminal Apprehension Joint Powers Agreement.





# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Steele on behalf of its Community Corrections ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

|            |                                                                                                                        |
|------------|------------------------------------------------------------------------------------------------------------------------|
| Name:      | Dana Gotz, Deputy Superintendent                                                                                       |
| Address:   | Minnesota Department of Public Safety; Bureau of Criminal Apprehension<br>1430 Maryland Avenue<br>Saint Paul, MN 55106 |
| Telephone: | 651.793.1007                                                                                                           |

Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Tim Schammel, Director  
Address: 631 N Cedar Avenue, Suite 100  
Owatonna, MN 55060  
Telephone: 507.444.7720  
Email Address: [tim.schammel@co.steele.mn.us](mailto:tim.schammel@co.steele.mn.us)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**  
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF STEELE ON BEHALF OF ITS COUNTY ATTORNEY, COMMUNITY CORRECTIONS AND SHERIFF**

WHEREAS, the County of Steele on behalf of its County Attorney, Community Corrections and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Steele County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the County of Steele on behalf of its County Attorney, Community Corrections and Sheriff are hereby approved.

2. That the County Attorney, Julia Forbes, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant County Attorney, Tazio Lombardo is appointed as the Authorized Representative's designee.

3. That the Director of Community Corrections, Tim Schammel, or his or her successor, is designated the Authorized Representative for Community Corrections. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant Director, Stephen Rick is appointed as the Authorized Representative's designee.

4. That the Sheriff, Lon Thiele, or his or her successor, is designated the Authorized Representative for Steele County Sheriff's Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Deputy Scott Hanson is appointed as the Authorized Representative's designee.

5. That Greg Krueger, the Chair of the County of Steele, and Brenda Blood, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

COUNTY OF STEELE

\_\_\_\_\_  
By: Greg Krueger  
Its Board Chair

ATTEST: \_\_\_\_\_  
By: Brenda Blood  
Its County Board Clerk



---

By: [name]  
Its County Board Clerk



## Steele County Agenda Item

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**Subject:** Boat & Water Safety Grant Agreement

**Department:** Sheriff's Office

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

Committee recommends approving the renewal of the County Boat and Water Safety Grant Contract Agreement.

**Recommendation:**

Approve the 2023 Boat & Water Safety Grant Agreement in the amount of \$2,476 and authorize the Chair and Sheriff to sign.

**Background (*Including Budget Impact*):**

The Sheriff's Office has been allocated \$2,476 for the 2023 Boat & Water Safety Grant. In order to fulfill the grant application, we are in need of signatures from both the Board Chair and the Sheriff. The entire grant amount will be used to reimburse personnel costs for our security presence at Beaver Lake.

**Attachments:**

**Grant Agreement**



**2023 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT CONTRACT AGREEMENT**

**ENCUMBRANCE WORKSHEET**

**Contract#** 226373      **PO#** 3-226871

**State Accounting Information:**

|                        |                             |                                |                      |                                 |
|------------------------|-----------------------------|--------------------------------|----------------------|---------------------------------|
| Dept. ID<br>R29        | PC Bus. Unit<br>R2901       | Fiscal Year<br>2023            | Source Type<br>State | Vendor Number<br>0000197345-001 |
| Total Amount<br>\$2476 | Project ID<br>R29CG70CBLA21 | Billing Location<br>R297000221 | UEI<br>HL8DTMNGN5T5  |                                 |

**Accounting Distribution:**

|              |                           |                             |                      |                   |                     |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|
| Fund<br>2100 | Fin. Dept. ID<br>R2937714 | Appropriation ID<br>R297400 | Category<br>84101501 | Account<br>441302 | Activity<br>A7CG002 |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Grant Begin Date<br>January 1, 2023 | Grant End Date<br>June 30, 2024 |
|-------------------------------------|---------------------------------|

Grantee Name and Address:  
Steele County Sheriff's Office  
204 E. Pearl St.  
Owatonna, MN 55060

Payment Address:  
(where DNR sends the check)  
Steele Co. Treasurer  
630 Florence Ave.  
Owatonna, MN 55060-0890



**2023 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Steele County Sheriff's Office, 204 E. Pearl St., Owatonna, MN 55060, (HL8DTMNGN5T5) ("Grantee"). The payment address for this grant contract agreement is Steele Co. Treasurer, 630 Florence Ave., Owatonna, MN 55060-0890.

**Recitals**

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

- 1.1 **Effective date:** January 1, 2023 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2023 grant expenditures incurred back to effective date. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

**3 Time**

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

**4 Consideration and Payment**

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

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to two thousand four hundred seventy-six dollars (\$2,476).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed two thousand four hundred seventy-six dollars (\$2,476).
- (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*





#### 4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

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

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:  
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

#### 5 **Conditions of Payment**

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

#### 6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, [adam.block@state.mn.us](mailto:adam.block@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Lon Thiele, Steele County Sheriff's Office, 204 E. Pearl St., Owatonna, MN 55060. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

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

#### 8 **Liability**

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

#### 9 **Audits (State and Single)**

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

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.





**10 Government Data Practices and Intellectual Property**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**11 Workers' Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**12 Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

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

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

**14 Termination**

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

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

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 American Disabilities Act**

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.



**17 Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

**18 Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

**19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

**20 Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**Attachments:**

- \_\_\_\_\_ A. State Boat Grant Contract Agreement
- \_\_\_\_\_ B. Exhibit A
- \_\_\_\_\_ C. Exhibit B
- \_\_\_\_\_ D. Conflict of Interest Disclosure

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.*

Signed: Pamela D. Brisson  
Digitally signed by Pamela D. Brisson  
Date: 2023.03.23 07:34:12 -05'00'

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

SWIFT Contract # 226373

Purchase Order # 3-226871



**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.

By: [Signature]

Title: Steele County Sheriff

Date: 5-3-23

**Distribution:**

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

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

Title: \_\_\_\_\_

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



**COUNTY BOAT AND WATER SAFETY GRANT**  
**2023 BUDGET SPENDING PLAN**  
(January 1, 2023 - June 30, 2024)

**Exhibit A**

MN DNR - Enforcement Division  
Boat & Water Safety  
500 Lafayette Road  
St. Paul, MN 55155-4047  
E-mail: [kelly.affeldt@state.mn.us](mailto:kelly.affeldt@state.mn.us)  
Kelly Affeldt phone #: 651-259-5361

|                             |
|-----------------------------|
| County: STEELE              |
| Contact Name: KAREN MEIER   |
| Contact Phone: 507-444-3805 |

| GROUP I - PERSONNEL      | Number | Amount |             | TOTAL       |
|--------------------------|--------|--------|-------------|-------------|
|                          |        | County | State       |             |
| Full-Time                |        |        |             | \$ -        |
| Seasonal                 |        |        | \$ 2,146.00 | \$ 2,146.00 |
| <b>GROUP I SUBTOTALS</b> | -      | \$ -   | \$ 2,146.00 | \$ 2,146.00 |

| GROUP II - SUPPLIES & EXPENSES | Amount |           | TOTAL     |
|--------------------------------|--------|-----------|-----------|
|                                | County | State     |           |
| DESCRIPTION -- (Itemize)       |        |           |           |
| FUEL                           |        | \$ 80.00  | \$ 80.00  |
| WINTERIZE                      |        | \$ 250.00 | \$ 250.00 |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
|                                |        |           | \$ -      |
| <b>GROUP II SUBTOTALS</b>      | \$ -   | \$ 330.00 | \$ 330.00 |

| GROUP III - EQUIPMENT      | Amount |       | TOTAL |
|----------------------------|--------|-------|-------|
|                            | County | State |       |
| DESCRIPTION -- (Itemize)   |        |       |       |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
|                            |        |       | \$ -  |
| <b>GROUP III SUBTOTALS</b> | \$ -   | \$ -  | \$ -  |

|                               |      |             |             |
|-------------------------------|------|-------------|-------------|
| <b>2023 STATE GRANT TOTAL</b> | \$ - | \$ 2,476.00 | \$ 2,476.00 |
|-------------------------------|------|-------------|-------------|

\*The total in the "state" column must add up to the amount listed on the agreement. Fill in the "county" column if you get non-state funds directly from the county.

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Karen Meier      4-26-23  
Signature      Date





## **ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS**

### **2023 BOAT & WATER SAFETY STATE GRANT PROGRAM**

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

**GENERAL** - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

**(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS)** – Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

**PERSONNEL** - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

**SUPPLIES AND EXPENSES** - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

**EQUIPMENT** - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.



# Conflict of Interest Disclosure Form for Grantees

## Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

### Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

### Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

### Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or* a grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

### Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.



**This section to be completed by Grantee's Authorized Representative**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: STEELE COUNTY SHERIFF'S OFFICE

Project Name: 2023 State Boat Grant

Legal Citation: Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.

Authorized Representative Printed Name: LON THIELE, SHERIFF

Authorized Representative Signature/Date:  / 5-3-23





## Steele County Agenda Item

---

**Subject:** On-Sale 3.2 Beer and Wine License for Blooming Prairie Country Club

**Department:** Auditor's Office

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

Approve the On-Sale 3.2 Beer License and Wine License for Blooming Prairie Country Club

**Recommendation:**

Approve the On-Sale 3.2 Beer License and Wine License for Blooming Prairie Country Club

**Background (*Including Budget Impact*):**

This is an annual request for On-Sale 3.2 Beer License and Wine License. The applicant has received consent from the appropriate Township board, has the required authorized signatures and has provided the Certificate of Insurance.

**Attachments:**

N/A



## Steele County Agenda Item

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**Subject:** Appointment of Steele County Snowmobile Trail Administrator

**Department:** Auditor's Office

**Committee Meeting Date:** May 10, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☒ Yes ☐ No

**Policy Committee Recommendation:**

Appoint Ed Nelson as Steele County Trail Administrator

**Recommendation:**

Appoint Ed Nelson as Steele County Trail Administrator

**Background (*Including Budget Impact*):**

The Board annually agrees to be the sponsors for the Steele County Trail Association., Inc and appoints Ed Nelson to be the Steele County Trail Administrator. He applies for grants to maintain and groom the snowmobile trails in Steele County and does the required reporting to the DNR. Ed has been serving in this capacity since 1986.

**Attachments:**

Resolution





## Steele County Agenda Item

---

**Subject: Resolution - County State Aid Highway 2 Designation**

**Department:** Highway

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☒ Yes ☐ No

**Policy Committee Recommendation:**

Move to Board for Approval on Consent.

**Recommendation:**

Approve resolution to designate County State Aid Highway (CSAH) 2 (from CSAH 43 to the Dodge County line).

**Background (*Including Budget Impact*):**

County State Aid Highways are designated under the provisions of the Minnesota Statutes §162.02 and funding is provided from the state based on the total mileage of County State Aid Highways that the county has designated.

Due to the turnback of old Trunk Highway 14 to Steele and Dodge Counties, that mileage is eligible for designation as CSAH and is additional mileage to our State-Aid system. However, one of the criteria for designation as CSAH is it must connect to a Municipal State-Aid Street, another CSAH, or a Trunk Highway (TH). Since the west end of the turnback section of old TH 14 does not connect to any of those, we must extend the designation west to CSAH 43 along County Road 180, aka Claremont Rd. This extension will come out of Steele County's banked mileage, which has just enough mileage for this designation.

**Attachments:**

Resolution – County State Aid Highway Designation - CSAH 2 (from CSAH 43 to the Dodge County line)

**RESOLUTION**  
**COUNTY STATE AID HIGHWAY DESIGNATION**  
**CSAH 2 (from CSAH 43 to the Dodge County Line)**

WHEREAS, it appears to the County Board of Steele County of the State of Minnesota that the road hereinafter should be designated County State Aid Highway under the provisions of Minnesota Law.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Steele that the road described as follows, to-wit:

Beginning at or near the northwest corner of Section Twenty (20), Township 107 North, Range 19 West, also on a point on County State Aid Highway 43 and on a point on Old County Road 180; thence southeasterly through said Section Twenty (20); thence southeasterly to a point at or near the east line of said Section Twenty (20), also a point on Old Trunk Highway 14; thence southeasterly through Sections 21 and 22 to a point at or near the southeast corner of Section 22; thence easterly along the south line of Sections 23 and 24 to a point at or near the southeast corner of Section 24, also a point on Old Trunk Highway 14 on the Steele County/Dodge County line, and there terminating.

be, and hereby is established, located and designated a County State Aid Highway of said County, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that upon approval of the designation of said road, that same be constructed, improved, and maintained as a County State Aid Highway of the county of Steele, to be numbered and known as a County State Aid Highway 2.

STEELE COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Greg Kreuger, Chair

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF STEELE

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the Steele County Board on May 23<sup>rd</sup>, 2023.

\_\_\_\_\_  
Steele County Auditor



## Steele County Agenda Item

---

**Subject:** Award a Professional Services Contract for CSAH 48 Construction Services to WSB.

**Department:** Highway

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

Move to Board for Approval on Consent.

**Recommendation:**

Award a Professional Services Contract for CSAH 48 Construction Services to WSB.

**Background (*Including Budget Impact*):**

The roundabout at Bixby Rd, (CSAH 48) and 18<sup>th</sup> St. SE will be constructed this construction season. When the roundabout was delayed a year, it became our intention to use a consultant to perform construction services because it would be constructed the same year as CSAH 49. When fully staffed, we have sufficient staff to provide in-house inspection and testing for one major reconstruction project per season, in addition to the reclaims, overlays, drainage improvements, bridge replacements, etc.

WSB was the designer for the roundabout. Staff prefers to use the same firm for construction services that designed a project because it makes communication and coordination flow better. There are always many requests for information regarding a set of plans and it's better that the inspector is a member of the firm that designed it. It takes the County out of being the middleman and lessens the chances for expensive mistakes.

The Professional Services required are estimated not to exceed \$172,422. The scope of work includes MnDOT certified inspection, construction staking, and materials testing.

**Attachments:**

WSB Estimate of Cost for Construction Services



**WSB**  
**ESTIMATE OF COST - CSAH 48 Roundabout**  
**Grading, Bituminous, & Concrete Paving, Roundabout, Signing, and Appurtenant Work**  
**Steele County, Minnesota**

|                                                                                   | Project Manager<br>Construction | Project Lead<br>Inspector | Environmental<br>Compliance | EEO/ Labor<br>Compliance | Senior Survey<br>Technician | Two Person Survey<br>Crew | Clerical | Total<br>Hours | Cost                |
|-----------------------------------------------------------------------------------|---------------------------------|---------------------------|-----------------------------|--------------------------|-----------------------------|---------------------------|----------|----------------|---------------------|
| <b>WORK TASK</b>                                                                  |                                 |                           |                             |                          |                             |                           |          |                |                     |
| <i>Description</i>                                                                |                                 |                           |                             |                          |                             |                           |          |                |                     |
| <b>PROJECT MANAGEMENT</b>                                                         |                                 |                           |                             |                          |                             |                           |          |                |                     |
| Project Management (1 hours per week)                                             | 9                               |                           |                             |                          |                             |                           | 9        | 18             | \$2,565.00          |
| Submittal Review/Shop Drawing Review                                              | 14                              |                           |                             |                          |                             |                           |          | 14             | \$2,562.00          |
| <b>CONTRACT ADMINISTRATION</b>                                                    |                                 |                           |                             |                          |                             |                           |          |                |                     |
| Pre-Construction Conference                                                       | 5                               | 3                         |                             |                          |                             |                           |          | 8              | \$1,293.00          |
| Weekly Meeting (Assume 1 meeting a week for 9 weeks, 3 hours per meeting)         | 27                              |                           |                             |                          |                             |                           |          | 27             | \$4,941.00          |
| Labor Compliance (2.5 hours per week)                                             |                                 |                           |                             | 25                       |                             |                           |          | 25             | \$2,675.00          |
| Documentation Review (1/2 hour a week)                                            | 4                               |                           |                             |                          |                             |                           |          | 4              | \$732.00            |
| Contract Administration (1 hour a week)                                           | 9                               |                           |                             |                          |                             |                           |          | 9              | \$1,647.00          |
| Monthly Pay Estimates (3 estimates)                                               | 6                               |                           |                             |                          |                             |                           |          | 6              | \$1,098.00          |
| Final Pay Voucher                                                                 | 2                               |                           |                             |                          |                             |                           |          | 2              | \$366.00            |
| Materials Certification (1/2 hour per week)                                       | 4                               |                           |                             |                          |                             |                           |          | 4              | \$732.00            |
| Final Documentation                                                               | 30                              | 10                        |                             |                          |                             |                           |          | 40             | \$6,750.00          |
| <b>CONSTRUCTION INSPECTION SERVICES</b>                                           |                                 |                           |                             |                          |                             |                           |          |                |                     |
| Pre-Project Inspection / Removal Measurements                                     |                                 | 20                        |                             |                          |                             |                           |          | 20             | \$2,520.00          |
| Construction Inspection                                                           |                                 | 495                       |                             |                          |                             |                           |          | 495            | \$62,370.00         |
| Punchlist / Final Inspection                                                      |                                 | 24                        |                             |                          |                             |                           |          | 24             | \$3,024.00          |
| <b>CONSTRUCTION SURVEYING SERVICES</b>                                            |                                 |                           |                             |                          |                             |                           |          |                |                     |
| Construction Survey                                                               |                                 |                           |                             |                          |                             | 150                       |          | 150            | \$35,250.00         |
| Office Support                                                                    |                                 |                           |                             |                          | 20                          |                           |          | 20             | \$3,040.00          |
| Record Plans                                                                      |                                 |                           |                             |                          |                             |                           |          | 0              | \$0.00              |
| <b>ENVIRONMENTAL</b>                                                              |                                 |                           |                             |                          |                             |                           |          |                |                     |
| Weekly NPDES Inspections (2 hours per week, for 15 weeks)                         |                                 |                           | 30                          |                          |                             |                           |          | 30             | \$3,390.00          |
| On Site Documentation (1 hours per week, for 15 weeks)                            |                                 |                           | 15                          |                          |                             |                           |          | 15             | \$1,695.00          |
| Post Rain Event Inspections (Assume 1 rain event every other week)                |                                 |                           | 30                          |                          |                             |                           |          | 30             | \$3,390.00          |
| <b>Assume 9 weeks construction inspection, 6 days per week, 55 hours per week</b> |                                 |                           |                             |                          |                             |                           |          |                |                     |
|                                                                                   |                                 |                           |                             |                          |                             |                           |          |                |                     |
|                                                                                   |                                 |                           |                             |                          |                             |                           |          |                |                     |
|                                                                                   |                                 |                           |                             |                          |                             |                           |          |                |                     |
| <b>Total Hours</b>                                                                | <b>110</b>                      | <b>564</b>                | <b>75</b>                   | <b>25</b>                | <b>20</b>                   | <b>150</b>                | <b>9</b> | <b>953</b>     | <b>\$141,552.00</b> |

|                                                 |                    |                    |                   |                   |                   |                    |                 |  |                     |
|-------------------------------------------------|--------------------|--------------------|-------------------|-------------------|-------------------|--------------------|-----------------|--|---------------------|
| <b>Hourly Costs</b>                             | 183.00             | 126.00             | 113.00            | 107.00            | 152.00            | 235.00             | 102.00          |  |                     |
| <b>WSB SALARY COSTS</b>                         | <b>\$20,130.00</b> | <b>\$71,064.00</b> | <b>\$8,475.00</b> | <b>\$2,675.00</b> | <b>\$3,040.00</b> | <b>\$35,250.00</b> | <b>\$918.00</b> |  | <b>\$141,552.00</b> |
|                                                 |                    |                    |                   |                   |                   |                    |                 |  |                     |
| <b>Materials Testing</b>                        |                    |                    |                   |                   |                   |                    |                 |  | <b>\$30,870.00</b>  |
|                                                 |                    |                    |                   |                   |                   |                    |                 |  |                     |
| <b>TOTAL CONSTRUCTION SERVICES PROJECT COST</b> |                    |                    |                   |                   |                   |                    |                 |  | <b>\$172,422.00</b> |

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL PROJECT COST</b> | <b>\$172,422.00</b> |
|---------------------------|---------------------|



## Steele County Agenda Item

---

**Subject: Resolution – Acceptance of Right-of-Way Donation for S.A.P. 074-648-007 and Approving Donation Agreement**

**Department:** Highway

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☒ Yes ☐ No

**Policy Committee Recommendation:**

Move to Board for Approval on Consent.

**Recommendation:**

Adopt Resolution accepting a right-of-way donation and approving the Donation Agreement, and authorize the Chair to sign the Agreement.

**Background (*Including Budget Impact*):**

A roundabout will be constructed at the intersection of Bixby Rd. and 18<sup>th</sup> St. SE this construction season. As part of project development, right-of-way from adjacent property owners has been acquired. The final parcels to be acquired have been proposed to be donated to the County, as outlined in the attached Donation Agreement.

The County has filed Eminent Domain proceedings on the parcels, with a Final Offer that was approved in a closed meeting on Apr 11, 2023 of \$31,000. The property owners have an Appraisal that values the right-of-way needed for the project at \$50,000. The Donation Agreement includes reimbursement of costs incurred and other negotiated items, like tree replacement/screening, in an amount not to exceed \$26,000. Much of the work/costs in the Donation Agreement had been agreed to as part of right-of-way negotiations prior to the property owners proposing to donate the right-of-way.

Given additional legal fees, an unknowable Commissioner's Award, and other costs that would be incurred in proceeding with Eminent Domain, staff recommends approval of the Agreement. If approved, the County will immediately cancel the Eminent Domain proceedings.

The Resolution is required by Minnesota Statute §465.03.

**Attachments:**

Resolution

Donation Agreement

## **Donation Agreement**

This donation agreement is entered into on the dates set forth on the signature pages between the County of Steele (the "County"); the City of Owatonna (the "City"); and Dixon Rypka, Dann Rypka, David Rypka, the Estate of Dorothy B. Rypka, and the Jerome A. Rypka Testamentary Trust (collectively "Rypkas").

### **RECITALS**

- A. The Estate of Dorothy B. Rypka and the Jerome A. Rypka Testamentary Trust are the owners of real property described as follows:

Address: 1945 18<sup>th</sup> St. SE, Owatonna, Minnesota  
Steele County Parcel #: 08-023-1300 & 08-014-2302  
Legal Description: Refer to attached **Exhibit A**  
(the "Rypka Property").

Dixon Rypka, Dann Rypka, and David Rypka ("the Rypkas") are the beneficiaries of the Estate of Dorothy B. Rypka and the Jerome A. Rypka Testamentary Trust and have full authority to enter into this Agreement on behalf of the Estate and the Trust.

- B. Dixon Rypka and Shelly Rypka, a married couple, are the owners of real property described as follows:

Address: 1875 18<sup>th</sup> Street SE, Owatonna, Minnesota  
Steele County Parcel #: 17-458-0101  
(the "1875 Property")

- C. The County and City are performing a road construction project that, among other things, will involve the construction of a roundabout at the intersection of Bixby Road and 18<sup>th</sup> St. SE in Owatonna, Minnesota (the "Project").
- D. The County desires to acquire certain parcels on the Rypka Property, as well as acquire a temporary easement on the Rypka Property, in order to proceed with the Project, and has initiated eminent domain proceedings to acquire said interests. The Rypkas desire to donate said parcels and temporary easement to the County in consideration of the terms set forth in this Agreement.
- E. The County presently holds a highway easement over a portion of the Rypka Property that will no longer be necessary upon completion of the Project. The County desires to vacate a portion of said easement back to Rypkas.

- F. The Rypkas desire to close the Estate of Dorothy B. Rypka and the Jerome A. Rypka Testamentary Trust, including conveying the Rypka Property to Dixon Rypka, Dann Rypka, and David Rypka.
- G. The County and Rypkas desire to memorialize their agreements regarding the Project, including Rypkas' agreement to convey to the County certain interests in the Rypka Property.

**NOW, THEREFORE**, the County, the City, and Rypkas agree to bind themselves to the following terms and conditions:

- 1. **Conveyance of Rypka Parcel.** Upon execution of this Agreement, Rypkas shall take such actions as are necessary to convey the Rypka Property, or some portion thereof, individually to Dixon Rypka, Dann Rypka, and David Rypka.
- 2. **Conveyance of Parcels to County.** Immediately upon completion of the conveyance set forth in Paragraph 1, Dixon Rypka, Dann Rypka, and David Rypka shall take such actions as are necessary to convey to the County fee title to the following described parcels:

Refer to attached **Exhibit B**

Rypkas hereby agree to take such actions as are necessary to convey marketable title of said parcels to the County.

- 3. **Conveyance of Temporary Easement.** Immediately upon completion of the conveyance set forth in Paragraph 1, Dixon Rypka, Dann Rypka, and David Rypka shall take such actions as are necessary to convey to the County a temporary construction easement described as follows:

Refer to attached **Exhibit B**

Said temporary construction easement shall expire on December 31, 2024, or sooner at the sole discretion of the County. Upon termination of the temporary construction easement, the County shall restore said land within the temporary construction easement to its pre-existing condition with a relocated driveway, and shall pay all costs associated with said restoration.

- 4. **Donation and Acceptance of Conveyances.** The Rypkas are fully aware of the right to have the county appraise the property and the right to receive just compensation. The Rypkas have obtained a second appraisal, but waive their right to receive just compensation. The Rypkas agree to donate, without compensation, any interest in real property as described herein. The conveyances of the parcels and temporary easement set forth in Paragraphs 2 and 3 shall constitute a donation to the County by Dixon Rypka, Dann Rypka, and David Rypka. Other than the reimbursement of expenses and other terms set forth in this Agreement, the County shall owe no consideration for the conveyance of the parcels and temporary easement.

The County, acting through its Board of Commissioners, is authorized to accept the donation pursuant to Minn. Stat. §375.18, subd. 12, upon adoption of a resolution of acceptance pursuant to Minn. Stat. §465.03.

5. **Relocation of Driveway.** At the County's sole expense, the County shall relocate a driveway from the Rypka Property to a shared access with the 1875 Property as detailed on **Exhibit C**, according to the following terms:
  - a. The County and its contractors shall have a limited and non-exclusive license to enter onto the Rypka Property and the 1875 Property to construct the new driveway.
  - b. All work shall be completed no later than December 31, 2024 at which time the County's license to enter onto the Rypka Property and the 1875 Property shall expire.
  - c. The new driveway apron will be constructed in concrete as detailed in Exhibit C. The driveway shall be engineered as a low-traffic commercial drive as agreed upon by Rypkas and the County.
  - d. The driveway construction limits shall be wrapped with silt fence or other barriers to prevent construction activities outside of the construction area.
  - e. Turf along the apron of the relocated and new driveways shall be restored with topsoil and sod; the remaining turf may be restored by reseeded. The County shall ensure that the sodding and reseeded is successful, and shall have a license to enter onto the property to ensure said success.
  - f. The final alignment of the new driveway may vary from Exhibit C. The final layout shall be determined and marked by Rypkas before construction and agreed to by Rypkas, the County, and the contractor.
  - g. The County shall direct the contractor to work with the Rypkas to allow the Rypkas to retain topsoil from the driveway extension/relocation and aggregate recovered from the existing driveway being removed, to the extent that it is practical. The Rypkas will work directly with the contractor regarding logistics of keeping salvage materials.
6. **Interconnection of Driveways.** Interconnection of the newly relocated shared driveway (referenced in Section 5 of this Agreement) and the existing personal driveway of Dixon & Shelly Rypka on the 1875 Property shall be included as part of the Project as detailed on Exhibit C. All expenses to complete this work shall be at the County's sole cost. The final alignment of the new driveway and the driveway interconnection may vary from the construction and contract documents. The final lay-out shall be marked before construction and agreed to by Dixon and Shelly Rypka, the County, and its contractor. The county and its contractors will be given a right to enter the portion of the 1875 Property within the construction limits as construction easement during the Project term.



7. **Vacation of Right of Way.** Upon completion of the project, the unneeded permanent highway easement on parcels identified in **Exhibit D** shall be vacated.
8. **Oak Tree to be Preserved.** The large oak tree nearest 18th St. SE and west of the existing driveway shall be preserved. All parties acknowledge the tree is in existing right of way and will remain in a parcel owned by the county. Thus, all parties acknowledge the County has full control over the tree with no compensation expected to the Rypkas, now or in the future. The County will make every reasonable effort to save the tree, but makes no guarantee that the tree will survive; said efforts shall include instructing any party hired to perform construction work on the project to cut—not tear—any roots in conflict with the project and potentially steepening the County’s preferred 3:1 slope from the roadway to the right of way line. In the future, if the County determines that the tree is a hazard to public safety or is in conflict with future projects, the County may remove the tree at no cost to the Rypkas and without replacement or compensation to the Rypkas.
9. **Relocation of Trees.** Rypkas desire to relocate several trees that are in existing and new right of way. The Rypkas may hire a private tree moving contractor of its choice to complete the relocation, with tree moving costs paid by the County; said costs shall not exceed \$2,000. The trees shall be relocated to locations outside of public right of way. This work shall be completed by May 31, 2023 or the trees will be removed by the County’s contractor during the project. The Rypkas shall invoice the County for reimbursement no later than December 31, 2023 or no reimbursement shall be made.
10. **Trees Cut Down / Removed.** The County shall meet with the Rypkas to confirm each tree in the temporary easement being cut down or removed before removal work begins.
11. **Additional Trees to be Planted.** The Rypkas desire to plant evergreen trees on the west side of the new driveway to prevent headlights from vehicles on the roundabout from shining on their home. The number, variety and age of evergreen to be planted shall be at the sole discretion of Dixon and Shelly Rypka. The final location of the trees shall be determined and marked by Dixon and Shelly Rypka on the Rypka property outside of the right of way. The contractor who is to perform the planting shall be selected and coordinated by Dixon and Shelly Rypka. Said costs for purchase of the trees and relocation/planting shall be the sole expense of the County; said costs shall not exceed \$9,000. These trees shall be planted and the costs invoiced to the County before December 31, 2023 or no reimbursement shall be made. Any warrantee or guarantee of the tree survival is solely between the contractor selected by the Rypkas and the Rypkas. The County will not pay for any replacement of trees that do not survive.
12. **Requirement of Sodding.** All front right of way area along 18th St. SE shall be sodded. Remaining restoration along Bixby Rd and the interior of the property along the new driveway and the restored area of the old driveway may be mulched and seeded.

- a. The County or its contractor shall be responsible for watering of all sod and seed per Minnesota Department of Transportation Standard Specifications for Construction 2020 Edition until the end of the growing season and freeze-up in the fall of 2023.
  - b. The County or its contractor shall be responsible through freeze-up the fall of 2024 for replacing and resodding any sodded areas and re-mulching and re-seeding any seeded area that does not survive per Minnesota Department of Transportation Standard Specifications for Construction 2020 Edition.
13. **Drainage.** All drainage changes associated with the project shall provide flow rates that are consistent with existing conditions and meet all City and State permit requirements. Current drainage flow must be maintained at all times during the Project and upon completion of the Project. All drainage must be maintained in accordance with the Owner's Pond / Drainage agreement with the City of Owatonna dated 8-3-2009 in its entirety. In particular, Section 15 of said agreement references the current Emergency Overtopping Elevation of 1,209.9 feet at this part of 18<sup>th</sup> St. SE. This emergency overtopping elevation shall be maintained through the new intersection in accordance with the City agreement.
14. **Commercial Access Maintained.** Commercial access to the Rypka Property shall be maintained throughout construction of the Project. The contractor will be given three options to maintain access in any combination or timeline that suits the contractor's operations.
  - a. Use the existing driveway.
  - b. Use the proposed driveway that will be constructed as part of the project.
  - c. The contractor may work with the Rypkas to improve the Rypka Property's east driveway (off of Bixby Road) to make useable for semi-truck deliveries during the project. Any agreement for that work will be solely between the contractor and the Rypkas at no additional expense to the county. If used, once access is restored to 18<sup>th</sup> Street, the existing access to Bixby Road shall at all times be restricted to the public and used infrequently as was the case before construction.
15. **Future Bixby Road Access.** The parties mutually acknowledge that the Rypkas plan for future development of their property adjacent to this Project. The County agrees that any future requests of the County pertaining to such development will be reviewed in good faith under then-existing ordinances, policies, state law and regulations.
16. **Rypkas' Costs to be Reimbursed.** The County shall pay costs and expenses incurred by Rypkas relating to the Project, including but not limited to:
  - a. Professional fees, including attorney's fees, accountant fees, engineering fees, and surveyor's fees, incurred to review the terms of and draft this Agreement, and review any documents of conveyance. The total reimbursements of professional fees as referenced herein shall not exceed \$ 10,000.

b. Deed taxes and closing costs only on the actual deeds transferring the land to the County. The county will not pay Deed taxes on other Deeds (i.e. transfers from the Trust to individuals) the Rypkas deem necessary to complete this agreement.

c. Rypkas' appraisal costs not to exceed \$5,000 per Minnesota Statutes 117.232.

17. **Insurance.** The County shall ensure that its contractor shall name the following persons/entities as "Additional Insureds" on its liability insurance:

- a. David and Julie Rypka;
- b. Dann and Susan Rypka;
- c. Dixon and Shelly Rypka; and
- d. Premier Lift Products, Inc.

Upon request, the contractor shall provide liability insurance certifications or other written verification to ensure compliance with this provision.

18. **Right to Enter.** The county, its contractors, and permitted utilities shall be given a right to enter the parcels and temporary easements as described in Exhibit B and the portion of the 1875 Property within the construction limits effective upon the County Board's approval of this Agreement, which is expected to occur on May 23, 2023.

19. **County's Obligations.** With the exception of the County's agreement to consider future develop-related proposals in good faith, the County's obligations set forth in this Agreement shall be discontinued upon closure of the project or December 31, 2024, whichever occurs first.

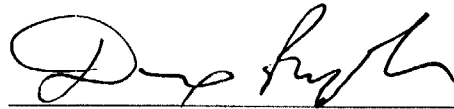
Dated: \_\_\_\_\_

COUNTY OF STEELE

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

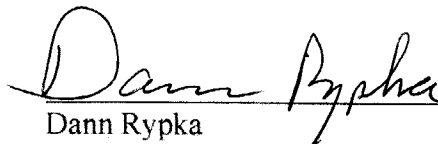
Greg Krueger  
Board Chair

Dated: May 3, 2023



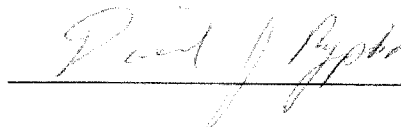
Dixon Rypka

Dated: 3 May 2023



Dann Rypka

Dated: 3 May 2023



David Rypka

Dated: May 3, 2023

ESTATE OF DOROTHY B. RYPKA

By: Dann B. Rypka  
Dann B. Rypka  
Personal Representative

Dated: May 3, 2023

JEROME A. RYPKA TESTAMENTARY TRUST  
CREATED UNDER THE LAST WILL AND  
TESTAMENT OF JEROME A. RYPKA DATED  
APRIL 26, 1991

By: Dann B. Rypka  
Dann B. Rypka  
Its Trustee

By: Dixon A. Rypka  
Dixon A. Rypka  
Its Trustee

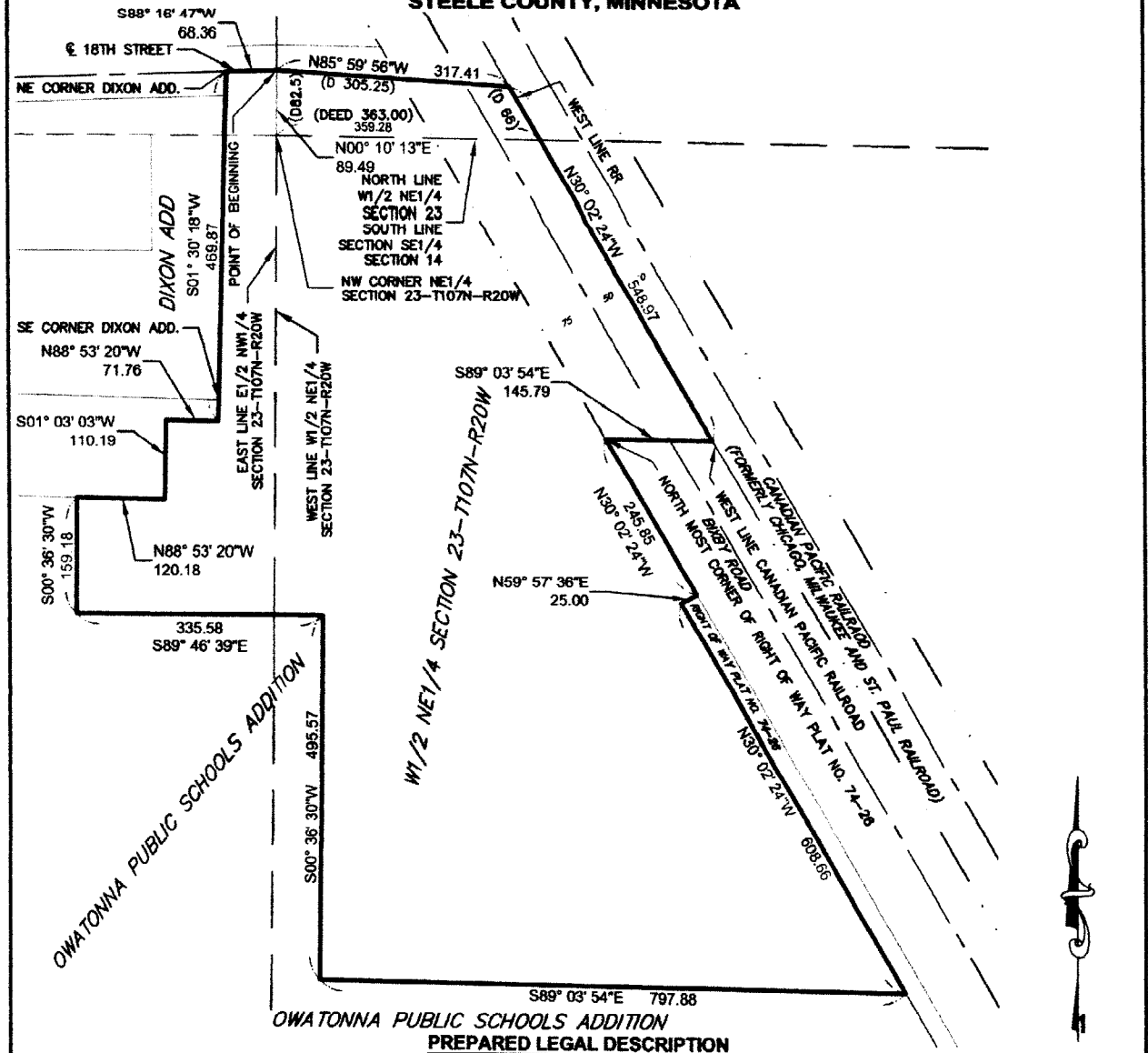
**EXHIBIT A**

**Legal Descriptions of Rypka Properties**

**To be provided by Rypkas**

# VARIANCE REQUEST

PART OF THE SE1/4 AND SW1/4 OF SECTION 14-T107N-R20W, E1/2 NW1/4 AND W1/2 NE1/4 SECTION 23-T10N-R20W  
STEELE COUNTY, MINNESOTA



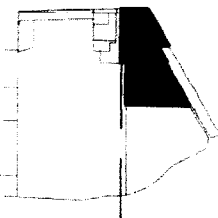
## PARCEL C

All that part of the SW1/4 and SE1/4 of Section 14-T107N-R20W, and the E1/2 NW1/4 and W1/2 NE1/4 of Section 14-T107N-R20W, Steele County, Minnesota; described as follows:

Commencing at the northwest of said NE1/4; thence North 00°10'13" East a distance of 89.49 feet, on an assumed bearing on the west line of said NE1/4, to the centerline of 18th Street, being the point of beginning;  
thence South 88°16'47" West a distance of 68.36 feet, on said centerline to the northeast corner of DIXON ADDITION, as the same is platted and recorded in the office of the Steele County Recorder, Steele County, Minnesota;  
thence South 01°30'18" West a distance of 469.87 feet, on the east line and an extension of said DIXON ADDITION;  
thence North 88°53'20" West a distance of 71.76 feet;  
thence South 01°03'03" West a distance of 110.19 feet;  
thence North 88°53'20" West a distance of 120.18 feet, to an easterly corner of OWATONNA PUBLIC SCHOOLS ADDITION, as the same is platted and recorded in said office;  
thence South 00°36'30" West a distance of 159.18 feet, on and easterly line of said OWATONNA PUBLIC SCHOOLS ADDITION;  
thence South 89°46'39" East a distance of 335.58 feet, on a northerly line of said OWATONNA PUBLIC SCHOOLS ADDITION;  
thence South 00°36'30" West a distance of 495.57 feet, on a west line of said OWATONNA PUBLIC SCHOOLS ADDITION;  
thence South 89°03'54" East a distance of 797.88 feet, on a northerly line of said OWATONNA PUBLIC SCHOOLS ADDITION, to a west line of Minnesota Department of Transportation Right of Way Plat No. 74-26;  
thence North 30°02'24" West a distance of 608.66 feet, on a west line of said Right of Way Plat;  
thence North 59°57'36" East a distance of 25.00 feet, on an northwest line of said Right of Way Plat;  
thence North 30°02'24" West a distance of 245.85 feet, on a west line of said Right of Way Plat;  
thence South 89°03'43" East a distance of 145.79 feet, the north line of said Right of Way Plat, to the west line of the Canadian Pacific Railroad;  
thence North 30°02'43" West a distance of 548.97 feet, on the west line of said railroad, to the centerline of said 18th Street;  
thence North 85°59'56" West a distance of 317.41, to the point of beginning;  
subject to easements and restrictions of record, if any.

SCALE: 1" = 150'

## LOCATION MAP



## FOR: DAVID, DANN AND DIXON RYPKA

Date: 04/11/2023 Revised date:  
Drawn by: SAT Survey:  
Field Book: Page 1 of 1  
Coord-System: MNDOT CO. NAD83 (11)  
Job No: X File: 1574

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I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Scott A. Tuchenhagen  
Date: 4/12/23 L.S. No. 52646



**JONES  
HAUGH  
SMITH**  
Engineers + Surveyors

515 South Washington Ave.  
Albert Lea, MN 58007  
507-373-4676

415 West North Street  
Owatonna, MN 55060  
507-451-4680

0 150  
75 300  
SCALE IN FEET

## **EXHIBIT B**

### **LEGAL DESCRIPTIONS OF PARCELS AND TEMPORARY EASEMENTS TO BE ACQUIRED BY THE COUNTY**

#### **PARCEL 3 – PID 08-023-1300**

All of the following:

That part of the north half Section 23, Township 107 North, Range 20 West, shown as Parcel 3 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

together with other rights as set forth below, forming and being part of said Parcel 3;

Temporary Easement:

A temporary Easement for highway purposes as shown on said plat as to said Parcel 3 by the denoted and shown as Temporary Easement Parcel 3, said easement shall cease on December 31, 2024, or on such an earlier date upon which the County Engineer determines by written letter that it is no longer needed for highway purposes.

#### **PARCEL 5 – PIDs 08-014-2302 and 17-014-3201**

All of the following:

That part of the south half Section 14, Township 107 North, Range 20 West, shown as Parcel 5 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

together with other rights as set forth below, forming and being part of said Parcel 5;

Temporary Easement:

A temporary Easement for highway purposes as shown on said plat as to said Parcel 5 by the denoted and shown as Temporary Easement Parcel 5, said easement shall cease on December 31, 2024, or on such an earlier date upon which the County Engineer determines by written letter that it is no longer needed for highway purposes.

**EXHIBIT C**  
**PLAN SHEETS SHOWING DRIVEWAY CONSTRUCTION**  
**TO BE PROVIDED BY COUNTY**



## **EXHIBIT D**

### **LEGAL DESCRIPTIONS OF HIGHWAY EASEMENTS TO BE VACATED BY THE COUNTY**

#### **PARCEL 303 – PID 08-023-1300**

All of the following:

That part of the north half Section 23, Township 107 North, Range 20 West, shown as Parcel 303 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

#### **PARCEL 505 – PIDs 08-014-2302 and 17-014-3201**

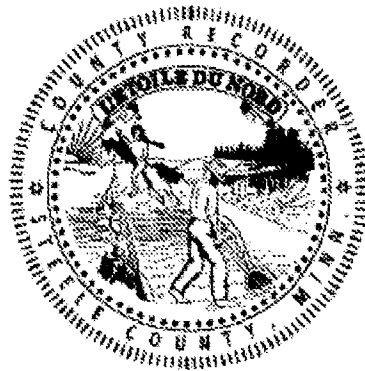
All of the following:

That part of the south half Section 14, Township 107 North, Range 20 West, shown as Parcel 505 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

DocId: 8086366  
Tx: A000447501

**A000447501**  
**OFFICE OF THE COUNTY RECORDER**  
**STEELE COUNTY, MINNESOTA**  
**CERTIFIED, FILED, AND/OR RECORDED ON**  
**04/18/2023 08:05 AM**  
**PAGES: 2 FEES: 0.00**  
**RICK G. KVIEN**  
**STEELE COUNTY RECORDER**  
**BY: LESA H**

This cover page is Page 1 of your document & is part of the Official Public Record



**Document Type: PLAT/PLAT CORRECTIONS**

Rick G. Kvien, Steele County Recorder & Registrar of Titles

Steele County Recorder  
630 Florence Avenue  
PO Box 890  
Owatonna, MN 55060

1  
2  
3

NO: \_\_\_\_\_

PLAT OF: \_\_\_\_\_

DATED: \_\_\_\_\_

PLATTED FROM: \_\_\_\_\_

PLAT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

TIME \_\_\_\_\_

BOOK 13 OF PLATS, PAGE 490

RECORDING FEE \$ \_\_\_\_\_

RF: \_\_\_\_\_

RT: STAYS ON FILE

PB: \_\_\_\_\_

8086



## **WARRANTY DEED**

MN Statute 272.121, Subd. 2, Current tax paid not required

MN Statute 272.115, Subd. 5, CRV not required

DEED TAX DUE: \$1.65

SAP 074-648-007

Parcels 3 & 5

April 28, 2023

For valuable consideration, David J Rypka, Dann B Rypka and Dixon A Rypka, as joint tenants, Grantors, hereby convey and warrant to Steele County, a political subdivision of the State of Minnesota, Grantee, real property in Steele County, Minnesota, legally described as follows:

### **PARCEL 3 – PID 08-023-1300**

All of the following:

That part of the north half Section 23, Township 107 North, Range 20 West, shown as Parcel 3 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

together with other rights as set forth below, forming and being part of said Parcel 3;

Temporary Easement:

A temporary Easement for highway purposes as shown on said plat as to said Parcel 3 by the denoted and shown as Temporary Easement Parcel 3, said easement shall cease on December 31, 2024, or on such an earlier date upon which the County Engineer determines by written letter that it is no longer needed for highway purposes.

### **PARCEL 5 – PIDs 08-014-2302 and 17-014-3201**

All of the following:

That part of the south half Section 14, Township 107 North, Range 20 West, shown as Parcel 5 on STEELE COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 21 as the same is on file and of record in the office of the County Recorder in and for Steele County, Minnesota.

together with other rights as set forth below, forming and being part of said Parcel 5;

**Temporary Easement:**

A temporary Easement for highway purposes as shown on said plat as to said Parcel 5 by the denoted and shown as Temporary Easement Parcel 5, said easement shall cease on December 31, 2024, or on such an earlier date upon which the County Engineer determines by written letter that it is no longer needed for highway purposes.

together with all hereditaments and appurtenances belonging thereto, subject to mineral rights and utility easements of record, if any.

The total consideration for this transfer of property is \$3,000 or less.

**Check applicable box:**

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

By: \_\_\_\_\_  
David J Rypka

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
David J Rypka as joint tenants.

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

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

Grantor

By: \_\_\_\_\_  
Dann B Rypka

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
Dann B Rypka.

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

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



Grantor

By: \_\_\_\_\_  
Dixon A Rypka

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
Dixon A Rypka.

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

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

This instrument was drafted by:  
Steele County Highway Department  
PO Box 890  
3000 Hoffman Drive NW  
Owatonna, MN 55060-0890

Send tax statements to Grantee:  
Steele County Highway Department  
PO Box 890  
3000 Hoffman Drive NW  
Owatonna, MN 55060-0890



## Steele County Agenda Item

---

**Subject:** Approve Right-of-Way Purchase

**Department:** Highway

**Committee Meeting Date:** N/A

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☒ Yes ☐ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

N/A

**Recommendation:**

Approve Right-of-Way purchase that was the subject of a closed meeting to develop a counteroffer.

**Background (*Including Budget Impact*):**

In accordance with Minnesota Statute § 13D.05, Subd. 3(c)(3):

“An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.”

On March 28, 2023 the County Board conducted a closed meeting for the purpose of discussing negotiation strategy and to develop a counteroffer for the purchase of right-of-way parcels located at Bixby Rd and 18th St SE in Owatonna; 117- 458-0101, 08-014-2302, and 08-023-1300 pursuant to Minn. Stat. § 13D.05, Subd. 3(c).

The appraised value of the right-of-way was \$11,600, which was the County’s first offer. The property owner countered that offer at \$30,000. At the meeting the County Board authorized a counteroffer of \$25,000, and the property owner accepted that offer.

**Attachments:**

N/A



## Steele County Agenda Item

---

**Subject: Set a Public Hearing Date of June 13, 2023 to Adopt a Local Housing Trust Fund Resolution & Ordinance**

**Department:** Administrator's Office

**Committee Meeting Date:** n/a

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☐ Yes ☐ No

**Recommendation:**

Set a Public Hearing date of June 13, 2023 to Adopt a resolution to establish a Local Housing Trust Fund Ordinance.

**Background (*Including Budget Impact*):**

During the April 11 Steele County Board Work Session, Karina Schmitz, MNPrairie Housing Resource Specialist, provided details regarding the establishment of a Local Housing Trust Fund (LHTF) in conjunction with a recommendation to appropriate 90% of the member-county's Local Homeless Prevention Aid (LHPA) to seed the LHTF and appropriate the remaining 10% into a fund to be utilized for hotel shelter vouchers. While no formal resolution was adopted on April 11, there was a unanimous agreement among the commissioners to proceed with the subsequent steps in this process.

A next step towards establishment of a Local Housing Trust Fund entails following Steele County's procedure to officially adopt the ordinance.

**Attachments:**



## Steele County Agenda Item

---

**Subject:** Fleet Vehicle/Mileage Reimbursement Policy Review

**Department:** Administrator's Office

**Committee Meeting Date:** N/A

**Work Session Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☐ Yes ☐ No

**Policy Committee Recommendation:**

N/A

**Recommendation:**

To Approve the Fleet Vehicle Policy and make effective when the Fleet Management System is enacted.

**Background (*Including Budget Impact*):**

**Steele County Vehicle Policy:** This policy establishes the requirements associated with employees driving vehicles as part of performing duties for Steele County.

**Vehicle Procedure Manual:** The intent of this procedure manual is to assist County Employees through the expectations and procedures when traveling via motor vehicle while on Steele County business.

The County Board made a commitment to modernize the Steele County fleet vehicle system in 2018 which led to the current leasing system through Enterprise. With the investment of the vehicles, Steele County needs to develop a system/policy to use them to their full extent. The vehicle policy and procedure manual will build the infrastructure to make this utilization possible. The attachment vehicle policy provides the overall guidance for fleet vehicle usage and mileage reimbursements. Agile Fleet system will help to optimize our fleet vehicle usage through managing scheduling and access to the vehicles, as well as accountability/reporting; it is expected to be ready for operation in the June - July timeframe.

**Attachments:**



## Steele County Agenda Item

---

**Subject: Approve Professional Services Contract with WHKS for Preliminary Design to Replace CR 180 Bridge**

**Department:** Highway

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

Move to Board Workshop

**Recommendation:**

Approve Professional Services Contract with WHKS for Preliminary Design to Replace CR 180 Bridge.

**Background (*Including Budget Impact*):**

The 2023-2027 Highway Capital Improvement Program includes a project to replace Bridge 4686, a box culvert under CR 180 over Izaak Walton Creek. The bridge is structurally deficient and County Board Resolution on 11/22/2022 placed it on the Prioritized Bridge Replacement List. However, this bridge is directly under a Canadian Pacific Railroad Bridge with only 12 feet of vertical clearance between the bridge and road. Minimum state aid standards require 14'6" of clearance. The road is also prone to frequent flooding.

During 2022 a feasibility study considered several concepts including using alternative routes, going over, under or across the track. Ultimately the feasibility study recommended replacing the box culvert and the railroad bridge but left many questions unanswered about how to address roadway flooding concerns. Staff reevaluated an overpass option and determined it needed further consideration.

Staff requested proposals to further evaluate these two options and proceed with preliminary design of the chosen option. Three firms (Michael Baker International, TKDA, and WHKS) responded with a proposal for the work. The proposals are attached.

A selection committee comprised of representatives of the County and the City independently evaluated and rated each proposal. Selection of the consultant was based on the following criteria:

1. Project Approach

2. Qualifications, specialized experience, and professional competence
3. Project team experience and availability of project manager and project personnel
4. Completeness and overall feasibility of project work plan identifying deliverables
5. Proposed cost of engineering services

Based on these criteria, WHKS's proposal scored the best. WHKS was also the lowest cost proposal at \$213,162. This project was programmed for \$300,000 of Sales Tax in the Highway CIP for 2023.

**Attachments:**

Michael Baker Proposal

TKDA Proposal

WHKS Proposal



## Steele County Agenda Item

---

**Subject:** Accept Feasibility Report – CSAH 48 Main Street (Oak Ave to Chambers Ave)

**Department:** Highway

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**

Move to Board for Approval.

**Recommendation:**

Accept Feasibility Report – CSAH 48 Main Street (Oak Ave to Chambers Ave)

**Background (*Including Budget Impact*):**

In November 2021, the County entered into an agreement with Short Elliott Henderson Inc. (SEH) to perform a feasibility study to evaluate the existing conditions of the CSAH 48 Main Street corridor from Oak Avenue to Chambers Avenue and make recommendations on improvements for traffic and pedestrian safety and operations and pavement replacement or reconditioning. The study has been completed.

In summary, the study recommends reconstructing the west portion from Oak Avenue to Grove Avenue and constructing a roundabout at Grove Avenue, then completing a concrete pavement rehabilitation project on the east portion from Grove Avenue to Chambers Avenue. The estimated project costs and recommendations can be found on pages 22 -24 of the report.

The base report is attached. A full report including the appendices is available upon request in PDF format, or a hard copy is available for viewing at the Highway Department.

**Attachments:**

Feasibility Report – CSAH 48 Main St (Oak Avenue to Chambers Avenue)

Feasibility Report

# CSAH 48 – Main Street (Oak Avenue to Chambers Avenue)

Owatonna, Minnesota

---

STEEL 164362 | April 10, 2023



Building a Better World  
for All of Us®

Engineers | Architects | Planners | Scientists





Building a Better World  
for All of Us®

April 10, 2023

RE: CSAH 48 – Main Street (Oak Avenue to  
Chambers Avenue)  
Feasibility Report  
Owatonna, Minnesota  
SEH No. STEEL 164362 4.00

Mr. Paul Sponholz, PE  
Steele County Highway Department  
PO Box 890, 3000 Hoffman Drive NW  
Owatonna, MN 55060-0890

Dear Mr. Sponholz:

Short Elliott Hendrickson Inc. (SEH®) is enclosing our feasibility report for potential modifications and improvements to the CSAH 48 (Main Street) corridor from Oak Avenue to Chambers Avenue.

The report outlines options for road and utility reconstruction, traffic operational improvements, sidewalk improvements, and provides a cost estimate for the project based on SEH's engineering judgement.

We will be available at your convenience to present, review, and discuss the contents of this report, and appreciate the opportunity to serve the City and County.

Sincerely,

Project Manager/ Sr. Traffic Engineer  
(Lic. IA, MN, SD)

# Feasibility Report

CSAH 48 – Main Street (Oak Avenue to Chambers Avenue)

Owatonna, Minnesota

SEH No. STEEL 164362

April 10, 2023

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



---

Connor R. Burke, PE (MN)

Date: April 10, 2023

License No.: 58829

Reviewed By: Jenna Obernolte

Date: April 10, 2023

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# Feasibility Report

## CSAH 48 – Main Street (Oak Avenue to Chambers Avenue)

Prepared for Steele County Highway Department and City of Owatonna, MN

### 1 Introduction

Steele County, together with the City of Owatonna, has requested SEH, Inc to consider options for a rehabilitation of CSAH 48 (Main Street) in Owatonna, Minnesota. The focus will be on the corridor from Oak Avenue to Chambers Avenue. This report outlines the current condition of the street, sidewalks, underground utilities, and traffic. It also offers options to address deficiencies found, provides a cost estimate with funding options, and offers a proposed schedule for completion of work. The project was selected for a feasibility study by the County Engineer based on the existing conditions, vehicular crash history, and pedestrian safety. Improvements to CSAH 48 would address several deficiencies, including deteriorated pavement, traffic flow issues, safety for vehicular, bicycle, and pedestrians, environmental impacts, aging sanitary and watermain, and inefficient/undersized storm sewers. The current infrastructure condition was evaluated via inspection wherever possible. The street condition has been evaluated and recorded in photographs.

Sanitary lines were reviewed by City staff, and sanitary and storm structures were opened and/or observed in applicable areas with the assistance of City of Owatonna and public works staff.

Multiple options for improvement are offered where multiple approaches are feasible and are detailed for consideration by County and City staff. Each option accounts for alterations that impact the cost and functionality of the street provide choices in how to best address deficiencies.

### 2 Existing Conditions

#### 2.1 Investigation

To obtain accurate and objective knowledge regarding the existing condition of the infrastructure, it is necessary to examine previously completed studies, review available record plans, and complete field investigations.

Determining the condition of watermain involves evaluating the size, material, age of the main, along with accounting for any known watermain breaks and a determination of fire flow capacity, when necessary.

To determine the condition of the sanitary sewer, available record plans and previous studies were reviewed, including conversations with City staff.

A geotechnical evaluation is completed to determine existing pavement and aggregate base thicknesses, subgrade soil or bedrock types, and depth to groundwater. This information is used to determine feasibility of construction methods, and recommendations to prepare the subgrade

to support utilities and pavement sections. The geotechnical evaluation report can be viewed in Appendix A.

## 2.2 Pavement and Sidewalk

Along the corridor CSAH 48 is an urban, undivided roadway with sidewalks on both sides of the road. CSAH 48 is concrete with bituminous overlay and expansion from Oak Avenue to Elm Avenue, and concrete paved from Elm Avenue to Chambers Avenue. The pavement condition varies along the corridor.

### 2.2.1 Oak Avenue to Elm Avenue

As-builts were obtained from 1984, and 2005. Oak to Elm is an undivided roadway consisting of two traffic lanes in each direction and a parking lane in both directions. The typical section of the right-of-way starting and heading east from Oak Avenue is 65 feet and expands to 74 feet until it extends past Cedar Avenue where it narrows to 69 feet, and then narrowing to 64 feet at Court Avenue. This section is maintained to Elm Avenue.

At the intersection of Oak Avenue and Main Street, the eastbound direction consists of two departing through lanes. The westbound direction consists of a dedicated left turn, one through, and a dedicated right turn lane. At the intersection of Elm Ave and Main St, the eastbound direction consists of a dedicated right turn, one through lane, and a dedicated left turn lane. The westbound direction consists of two departing through lanes, and one parking lane.

According to the as-built construction drawings provided, in 1929, 7 1/2 inches of concrete pavement was placed. In 1970, a 1 3/4-inch bituminous overlay was placed. In 1984, an additional 3/4-inch bituminous overlay was placed, and curb & gutter was replaced. In 2005, the existing pavement section was constructed by mill and overlay. According to the as-builts, the existing section consists of 2 3/4 inches of bituminous over 7 1/2 inches of concrete. According to the information obtained during the geotechnical evaluation, the existing pavement section is shown in Table 2-1 below.

Table 2-1 – Pavement Thickness – Oak Avenue to Elm Avenue

|                            | Oak Avenue to Elm Avenue<br>(Drive Lane) | Oak Avenue to Elm Avenue<br>(Parking Lane) |
|----------------------------|------------------------------------------|--------------------------------------------|
| Bituminous (inches)        | 2 ½ to 3 ¾                               | 2 ½ to 2 ¾                                 |
| Concrete (inches)          | 7 to 11                                  | 6 to 7 ½                                   |
| Aggregate Base<br>(inches) | 0 to 9                                   | 0 to 6                                     |
| Total (inches)             | 9 ¾ to 20 ¼                              | 10 ¼ to 14 ½                               |

The existing bituminous pavement overlay is nearing the end of its design life, and the existing concrete beneath has long surpassed its design life. There is severe cracking throughout the roadway to both the drive lanes and parking lanes, including cracking deteriorated radially from some of the manhole structures. The cracking is likely due to settlement of subsurface soils.

Areas with significant curb and gutter settlement have been observed in front of Central Park causing water to pool and unable to properly drain to storm water catch basins. Catch basins in this area have succumbed to severe edge cracking and edge pop outs. The curbs along this stretch have been deteriorated in most areas, as can be seen in the photos below.



Figure 2-1 – Map of Oak Avenue to Elm Avenue

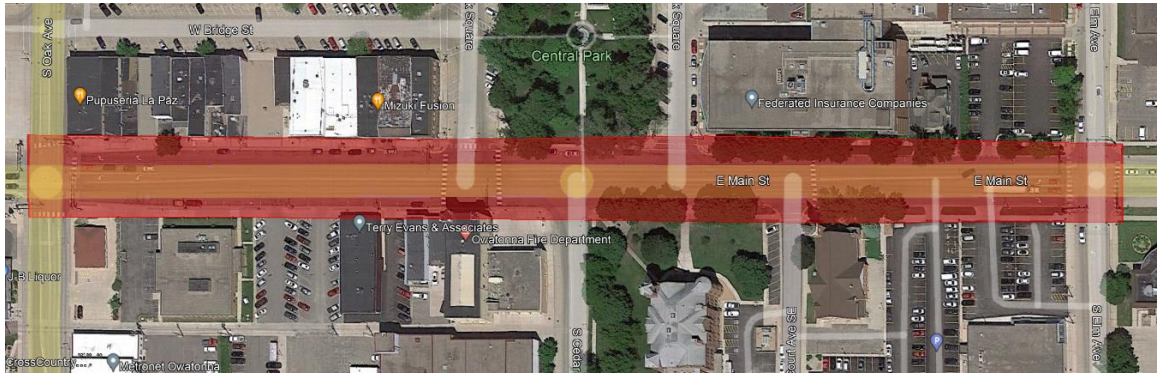


Figure 2-2 – East of Oak Ave and Main St Intersection – Shows cracking, resulting in potholes.



Figure 2-3 – Intersection of Elm Ave and Main St – Shows cracking and previous patching.



Figure 2-4 – Intersection of Cedar Ave and Main St – Cracking





Figure 2-5 – Between Oak and Elm – Storm Water pondage do to inadequate sloping.



Figure 2-6 – In front of Central Park – Catch basin with deterioration.



## 2.2.2 Elm Avenue to Chambers Avenue

As-builts from 1998 were obtained and reviewed. Elm Avenue to Chambers Avenue is an undivided roadway consisting of one traffic lane and a parking lane in both directions. The typical section of the right-of-way heading east and starting from Elm Avenue is 66 feet. The street then narrows to 49 feet until it reaches Lincoln Avenue where the section expands to approximately 55 feet, then narrows to 38 feet East of Lincoln Avenue, and finally expanding to 47 feet at the intersection of Chambers Avenue.

At the intersection of Elm Ave and Main Street, the eastbound direction consists of one departing traffic lane and one parking lane. The westbound approach consists of a dedicated left turn, one through, and a dedicated right turn lane.

According to the as-built construction drawings provided to us, prior to 1998, the roadway consisted of 2 inches of bituminous over 7 1/2 inches of concrete. In 1998, the existing pavement section was constructed and consists of 8 inches of non-reinforced concrete over 6 inches of aggregate base, and 6 inches of granular borrow. According to the information obtained during the geotechnical evaluation, the existing pavement section is shown in Table 2-2 below.

**Table 2-2 – Pavement Thickness – Elm Avenue to Chambers Avenue**

|                         | Oak Avenue to Elm Avenue<br>(Drive Lane) |
|-------------------------|------------------------------------------|
| Concrete (inches)       | 7 to 8                                   |
| Aggregate Base (inches) | 15 to 29*                                |
| Total (inches)          | *                                        |

\*Unable to be verified during field exploration due to refusal in 3 of the 4 hand auger borings.

Overall, the roadway is in moderate condition with much of the cracking extending longitudinally from the joints in the drive lanes. Approximately 20 percent of the panels have some type of cracking throughout the panel or at the joints.

**Figure 2-7 – Map Elm Avenue to Chambers Avenue**





Figure 2-8 – West of Grove Ave and Main St – Longitudinal Cracking



Figure 2-9 – Mid-Block between Lincoln Ave and Chambers Ave – Longitudinal Cracking



### 2.2.3 Sidewalk and Driveways

The sidewalk on both sides of the roadway spanning the length of the corridor have cracking and surface deterioration in select areas. A review of the pedestrian walk zones and street crossings for ADA compliance was performed, and the majority fall out of current compliance.

Sidewalks from Oak to Elm were constructed prior to 1984. There are areas where the sidewalk does not meet the maximum 2% slope compliance. About 20 percent of the sidewalks and driveways are cracked, textured, or deteriorated along this stretch.

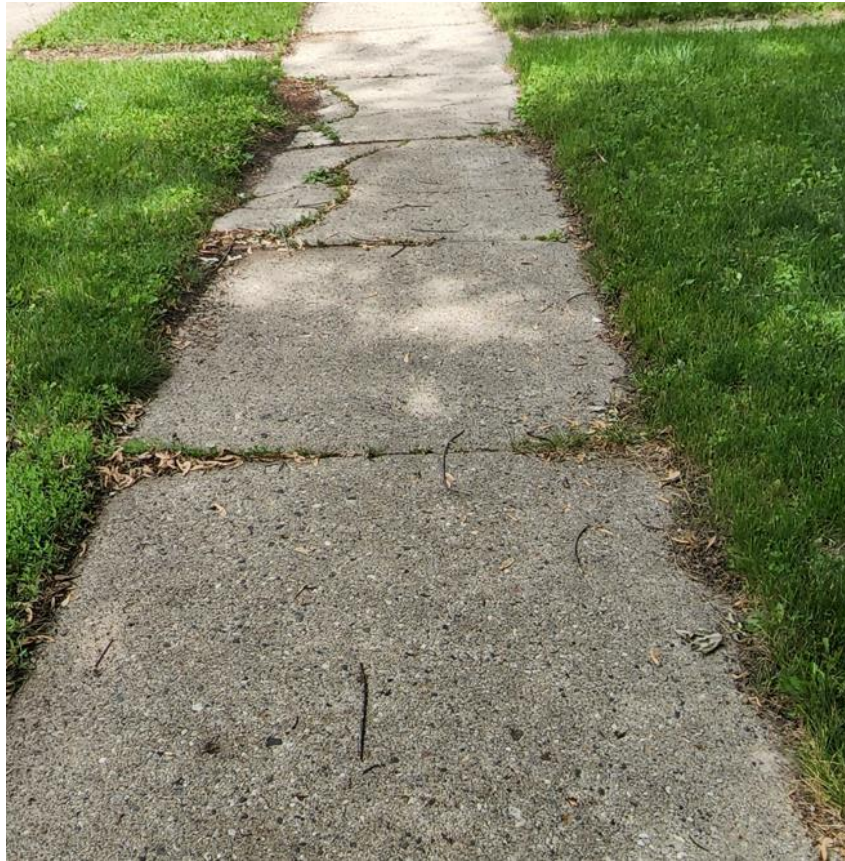
In 1998, records show sidewalks were constructed on both sides from Elm to Chambers. However, based on recent site visits, areas of sidewalks could be from the 1930's to 1940's. Approximately 50 percent of the sidewalks and driveways have cracking at the joints, laterally across the panels, surface deterioration, and areas of textured pavement. These issues can be attributed freeze/thaw cycles, salt placement, past serviceable life, etc.

**Figure 2-10 – South Sidewalk East of Oak Ave – Deteriorated, Cracked and 2.9% slope.**





Figure 2-11 – Mid-Block between Lincoln Ave and Chambers Ave –  
Detiorated and cracked sidewalk on north side.



## 2.3 Environmental Review

A preliminary environmental desktop review for the project corridor was completed. The desktop review was limited to the following research tasks listed below:

- Environmental Database Review of Minnesota Pollution Control Agency(MPCA) What's in my Neighborhood (WIMN) listings,
- Minnesota Department of Agriculture (MDA) WIMN listings,
- MPCA Spill listings,
- Review of located wells available on the Minnesota Department of Health (MDH) Minnesota Well Index (MWI) website.

Based on the findings of the desktop review, a majority of the listings identified in the report, attached to this study, exist within the western portion of the project corridor. These listings include closed Leaks, closed Tank Sites, active and inactive RCRA generators, and wells. A closed listing registered under the Superfund, Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), and Voluntary Investigation and Cleanup (VIC) programs were also identified in the western portion of the project corridor.

Additionally, an abandoned steam pipe was previously identified running along the project corridor and records of the pipe's location were not available. Municipal steam pipes were

commonly insulated with an asbestos containing pipe wrap or the pipe itself is often transite (an asbestos containing material). If encountered during construction the pipe should be tested for asbestos and if it does contain asbestos, an asbestos abatement company will need to be contracted for proper handling/disposal.

SEH recommends at minimum that an Environmental Review be completed that includes a Phase I Environmental Site Assessment (ESA) type research or a full Phase I ESA be completed for the reconstruction portion of the corridor. This information would then be used as the basis in which to place Phase II ESA borings. Phase II ESA information would then be used to write special provisions for the project and assist with a cost estimate for properly dealing with contamination during construction.

An Environmental Desktop Review is attached in **Appendix F** for review.

## 2.4 Utilities

City of Owatonna and Minnesota Department of Transportation (MnDOT) construction plans from 1984, 1998, 2005, and existing GIS information was used to determine the year of installation and pipe materials for the existing utilities. Andrew Sorenson, City of Owatonna, and public works employees also provided historical and existing conditions of the sanitary and storm sewers within the project limits. In his judgment, both sanitary and storm sewers (main & structures) from Oak Ave to Elm Ave have approximately ten years of serviceable life remaining, however a few manholes appear to be failing based on recent site visits. Both sewers spanning East of Elm Ave are in much better condition and are anticipated to have at least 20 years of service life remaining.

### 2.4.1 Watermain

No record of information for the existing watermain from Oak Ave to Elm Ave was obtained or reviewed during this study, as we were informed no such documents are currently in possession of Owatonna Public Utilities. We assume the watermain along this stretch dates to the late 1800's or early 1900's and consists of cast-iron piping with lead joints.

The existing watermain from Elm Ave to Chambers Ave was installed in 1998 and begins with a 12-inch polyvinyl chloride (PVC) pipe and narrows to an 8-inch PVC at Grove Avenue.

There were no recorded watermain breaks brought to our attention.

### 2.4.2 Sanitary Sewer

The existing sanitary sewer from Oak Ave to Elm Ave is recorded as being installed in the year 1900 timeframe and consists of an 8-inch vitrified clay pipe (VCP). Oak to Cedar was lined in 2018 and Cedar to Elm was lined in 2020.

The existing sanitary sewer from Elm Ave to Sta. 0+504.40 consists of 10-inch PVC that is assumed to have been installed prior to 1998. From Sta. 0+504.40 to Chambers Ave, the sanitary sewer was installed in 1998 and consists of 8-inch PVC.

An inspection by Assistant County Engineer, Paul Sponholz was performed at the three worst/manhole pavement issues on Main Street. It was noted that all were deep sanitary sewer structures with concrete barrels, and all were in rather good condition. The rings and bricks in



the top foot appeared to have minor separation, but nothing major noted. Adjustments could be made to drop the top of the structure to match the roadway profile.

At the open house for this feasibility study in August of 2022, a citizen who is a resident between Lincoln Ave and Chambers Ave informed the County and City of vibrations impacting their house every instance a vehicle drives over the sanitary manhole directly outside her house. County staff made a site visit to this manhole and noted the manhole structure appeared to have pushed up through the concrete, most likely due to freeze/thaw cycles. This potentially could lead to vibrations moving laterally impacting her home, but further investigation may be warranted.

### 2.4.3 Storm Sewer

The existing storm sewer from Oak Ave to W Park Square was installed in 1984 and consists of a 12-inch reinforced concrete pipe (RCP), from W Park Square to E Park Square the pipe is an 18-inch RCP, and from E Park Square to Elm the pipe is a 12-inch RCP. From Elm Ave to approximately Sta. 0+504.40, the storm sewer consists of a 12-inch RCP and was installed prior to 1998. The storm sewer extending from Grove to Chambers was installed in 1998 and consists of a 12-inch, 18-inch, and 24-inch RCP. This stretch also includes an 8-inch perforated drainpipe.

The manhole at W Park Square was observed to be failing and filling in with brick and debris. It is noted that two manholes near Cedar Avenue have both been paved over. At the southeast corner of Elm, concrete debris in the pipe has been observed at the bottom of the catch basin. During a televised inspection, it was documented that from Lincoln to Chambers the camera extended laterally underwater from approximately 40 to 70 feet due to a dip in the pipe.

Figure 2-12 – In front of Central Park – Storm Water manhole with brick and debris.



### 3 Corridor Study

As part of this feasibility study a corridor study was conducted to review existing and future traffic operations and pedestrian crossing improvements. The corridor study reviewed motorized and non-motorized traffic volumes, safety and future traffic patterns along the corridor.

Recommendations outlined in this report helped inform the alternatives analysis portion of this feasibility study.

The results of this corridor study identified several improvements along the CSAH 48 corridor:

1. Conversion of the corridor from Oak Avenue to Lincoln Avenue to a three-lane roadway.
2. Removal of the existing signal system at W Park Square and the addition of a center median on the west leg of W Park Square.
3. Addition of a center median on the east leg on E Park Square and pedestrian crossing enhancements in the form of a rectangular rapid flashing beacon system. Crossing to align with the current location of the existing crossing just east of proposed closure of Court Avenue.
4. Closure of Court Avenue SE access point onto CSAH 48 (Main Street)
5. Replacement of signal system at Elm Avenue
6. Single lane roundabout control at the intersection of Grove Avenue.
7. Future consideration of a single lane roundabout control at Lincoln Avenue S. Interim improvements include minor widening to accommodate left turn lanes for both eastbound and westbound.
8. Realignment of Chambers Avenue intersection to better align the northbound and southbound Chambers Avenue approaches.

A detailed corridor study is included in Appendix B of this report.

## 4 Improvements to Consider

This feasibility report provides the following improvement alternatives to consider:

Table 4-1 – Proposed Improvement Alternatives

| Proposed Improvement Alternative | Location                     | Improvement Type                 |
|----------------------------------|------------------------------|----------------------------------|
| 1A                               | Oak Avenue to Grove Avenue   | Full Reconstruction - Concrete   |
| 1B                               | Oak Avenue to Grove Avenue   | Full Reconstruction - Bituminous |
| 1C                               | Oak Avenue to Elm Avenue     | Mill & Overlay/Pavement Rehab    |
| 2                                | Grove Avenue to Chambers Ave | Concrete Pavement Rehab          |
| 3A                               | Owatonna Education Center    | Drop-Off Lane                    |
| 3B                               | Owatonna Education Center    | Pull-Off Lane                    |
| 4A                               | Lincoln Ave S                | Roundabout                       |
| 4B                               | Lincoln Ave S                | Turn Lane                        |

### 4.1 Alternative 1A and 1B: Full Reconstruction Oak Avenue to Grove Avenue

Complete removal of the existing roadway and sidewalk pavement sections and replacing with either bituminous or concrete pavement and aggregate base. This would include replacement of concrete curb and gutter, driveway approaches, sidewalk, and subdrain. Full reconstruction would also include removal and replacement of watermain, sanitary sewer, and storm sewer. The vaults north of the existing roadway from Oak Avenue to West Park Square would also be removed or stabilized if removal isn't feasible.

Roadway replacement is expected to provide a 35+ year lifespan for concrete and 20-25 years for bituminous.

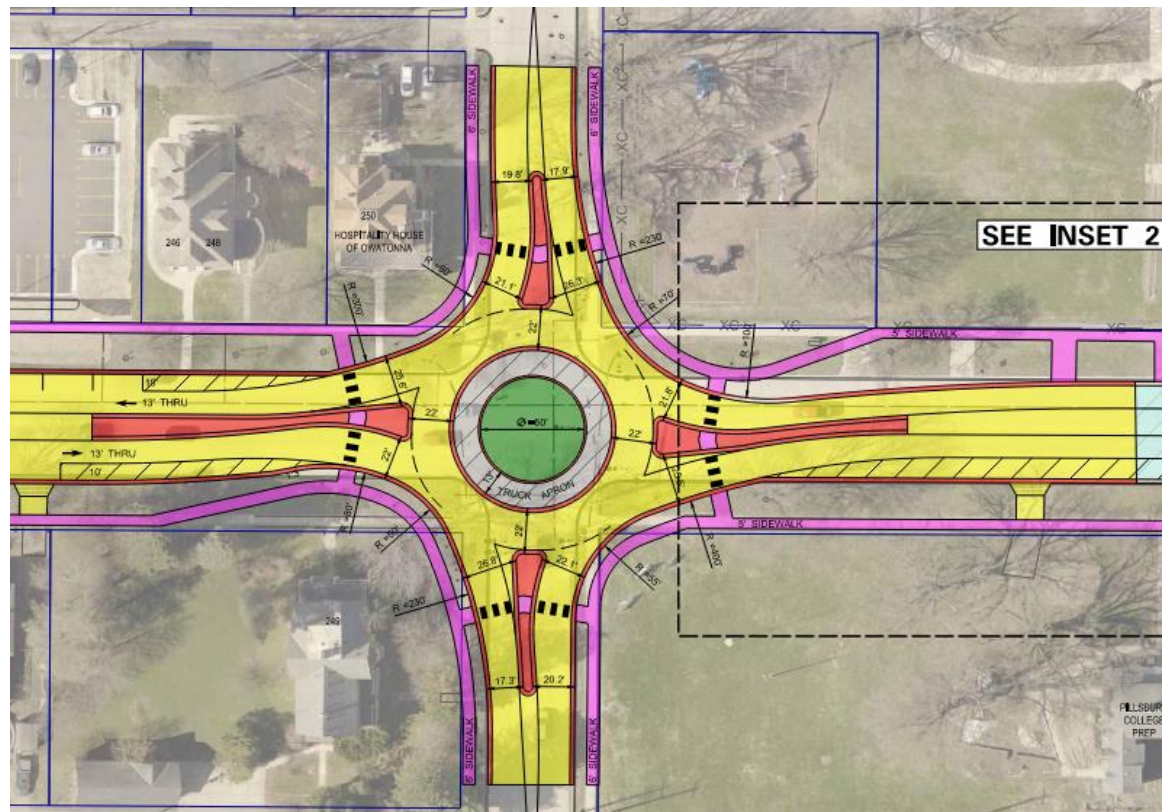
The roadway would be reconstructed to a width from face of curb to face of curb of 58 feet east of the intersection of Oak Avenue, and narrow to 55 feet at W. Park Square, and continue to narrow to 47 feet to Elm Avenue. From Elm Avenue, the width will be 55 feet and extend to Grove Avenue where it narrows to 49 feet until Lincoln Avenue where it continues to narrow to 39 feet, extending to Chambers Avenue.

Full reconstruction from Oak Avenue to Grove Avenue should be considered while Grove Avenue to Chambers Avenue would not be recommended at this time. The utilities and pavement from Oak Avenue to Elm Avenue have surpassed their design life, while the utilities from Oak Avenue to Chambers Avenue have no known indications of needing to be replaced, and existing documents show that the existing utilities still have serviceable life remaining.

Included in the full reconstruction, a roundabout at Grove Avenue would be implemented into design, as seen in Figure 4-1. This roundabout would improve traffic flow and reduce the amount of traffic incidents. The replacement of the Oak Avenue signal system is also included in this reconstruction project due to age of the system approaching 40 years and in need of replacement.

Full reconstruction would restore and improve the roadway and utilities to an acceptable condition. It will reduce maintenance and improve service to the community.

Figure 4-1 – Proposed Roundabout at S Grove Avenue



## 4.2 Alternative 1C: Mill & Overlay/Pavement Rehabilitation

Perform a mill and overlay of the top 2 inches of existing bituminous pavement. The life expectancy is 12 to 15 years.

Considering Oak to Elm, due to the failing manholes, outdated and inefficient utilities, the likelihood of not observing a full life expectancy of the mill and overlay prior to observing utility failure is high, and a risk that would need to be accepted by the owner. Mill & Overlay is not recommended at this time due to the current underground utility condition, however, if full reconstruction is not feasible within the next five years, it may be considered if risk of utility failures is acceptable.

Mill & Overlay from Elm to Chambers is not applicable.

## 4.3 Alternative 2: Concrete Pavement Rehabilitation

Replacing cracked, distressed, deteriorated, or damaged panels in the traffic and parking lanes. This would include methods such as joint repair, partial depth repair, and full depth repair. Considering the stretch east of Grove Avenue, we assumed 20 percent of pavement and 50 percent of all sidewalks would need to be repaired or replaced in some capacity.



CPR should be considered from Grove Avenue to Chambers Avenue as a full reconstruct for pavement and utilities is not necessary at this time. CPR is not applicable from Oak Avenue to Grove Avenue.

## 4.4 Additional Spot Corridor Improvement Alternatives

As part of the corridor wide evaluation, several different intersection and roadway locations were evaluated for a range of alternative options. These additional improvements should be considered after being properly vetted through the final design process. Additional considerations included the following:

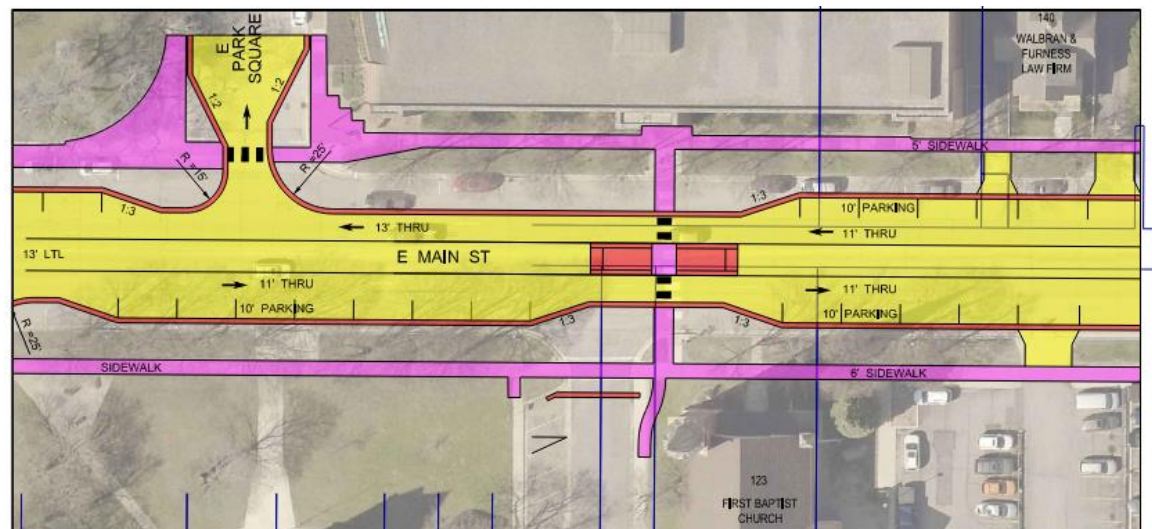
- Crossing improvements near E Park Square and Federated Insurance
- Owatonna Education Center operational and performance improvements associated with drop off and pick up operations. (Alternative 3A & 3B)
- Long term Lincoln Avenue intersection improvements (Alternative 4A and 4B)

### 4.4.1 Crosswalk at Federated Insurance

This option would move the proposed crosswalk east from the intersection of E Park Square to be in line with the access door of Federated Insurance. This would minimize the walking distance for Federated Insurance employees to walk from the parking lot located on the south side of the road however, constructing an intersection at a mid-block may have safety implications for pedestrians as this creates less anticipation for vehicle drivers. This option can be seen in Figure 4-2.

As part of a previous PMT meeting, it was also discussed to extend the center median island between E Park Square and the current Federated crossing to provide two crossing locations with a raised island. This alternative should be vetted further in final design as it does have additional on-street parking impacts between E Park Square and the current Federated insurance crossing location.

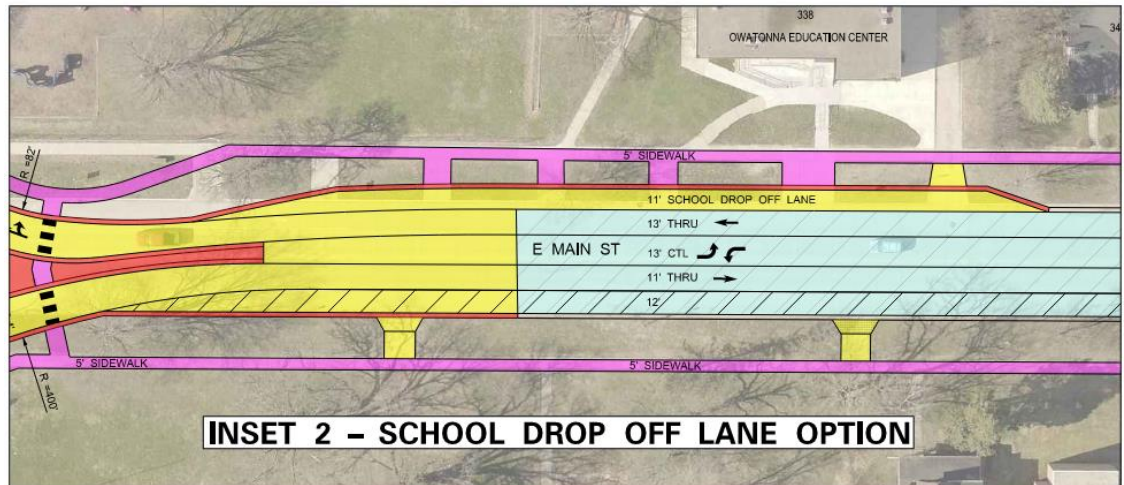
Figure 4-2 – Proposed Crosswalk at Federated Insurance



#### 4.4.2 Alternative 3A – Owatonna Education Center School Drop Off Lane

Provide additional lane to facilitate traffic flow and safety of students outside of the Owatonna Education Center. This option is not preferred due to safety issues with merging traffic so close to the intersection. Figure 4-3 shows the proposed drop off lane configuration.

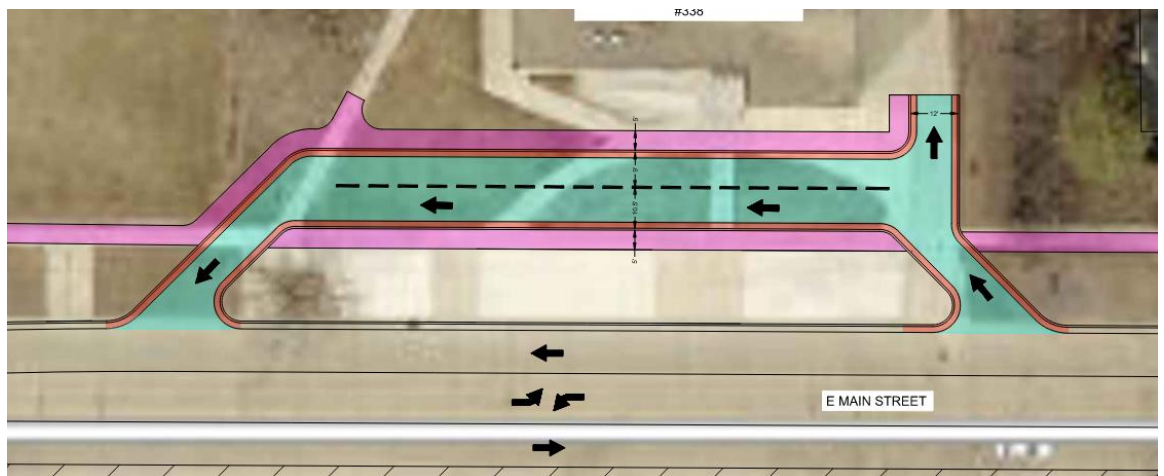
Figure 4-3 – Proposed Drop Off Lane in front of school



#### 4.4.3 Alternative 3B – Owatonna Education Center Pull Off Lane

With consideration of the school drop off lane being close to the roundabout, this option provides a lane to divide traffic and allow cars to get around each other. With this option, the alley located east of the school would need to be re-routed for this design. This is the preferred option, however, needs to be completed in cooperation with the school district and their future planning. Figure 4-4 shows the proposed pull off lane.

Figure 4-4 – Proposed Pull Off Lane in front of school

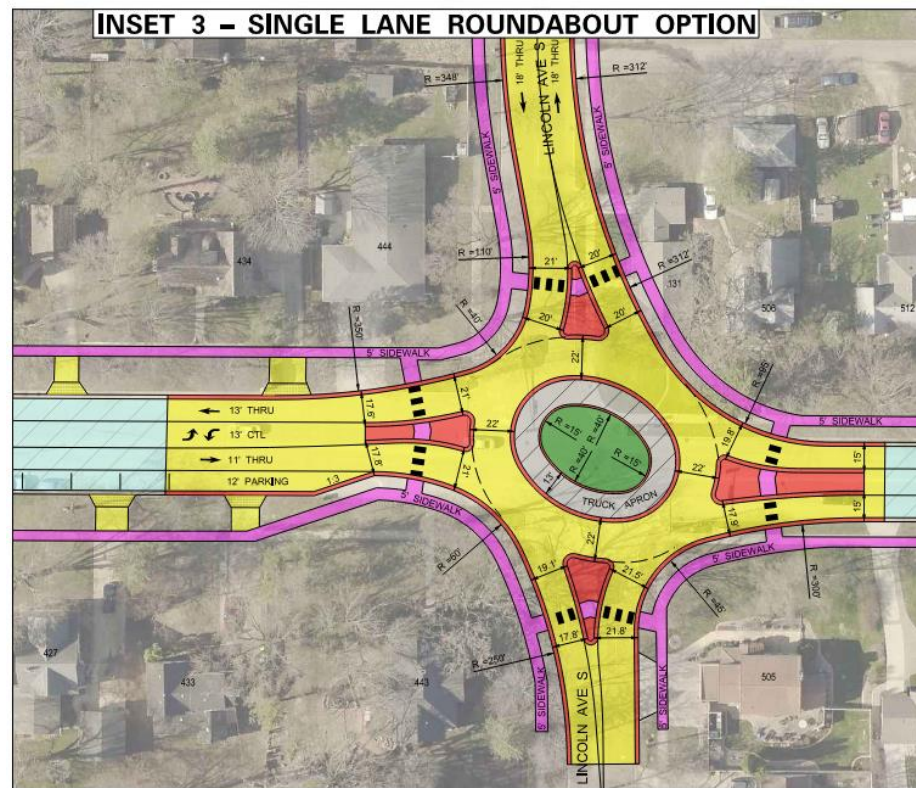


#### 4.4.4 Alternative 4A – Roundabout at Lincoln Avenue S

As indicated by the completed corridor study, long term recommended traffic control improvement includes converting the intersection of Lincoln Avenue to roundabout control. This intersection configuration would involve demolishing the existing City owned house on the northeast corner of the intersection. It is recommended that additional traffic analysis is completed to determine when roundabout control would be warranted once traffic patterns in the area change due to the new location of Owatonna High School.

Figure 4-5 shows the proposed roundabout alternative at Lincoln Avenue.

Figure 4-5 – Proposed Roundabout at Lincoln Avenue

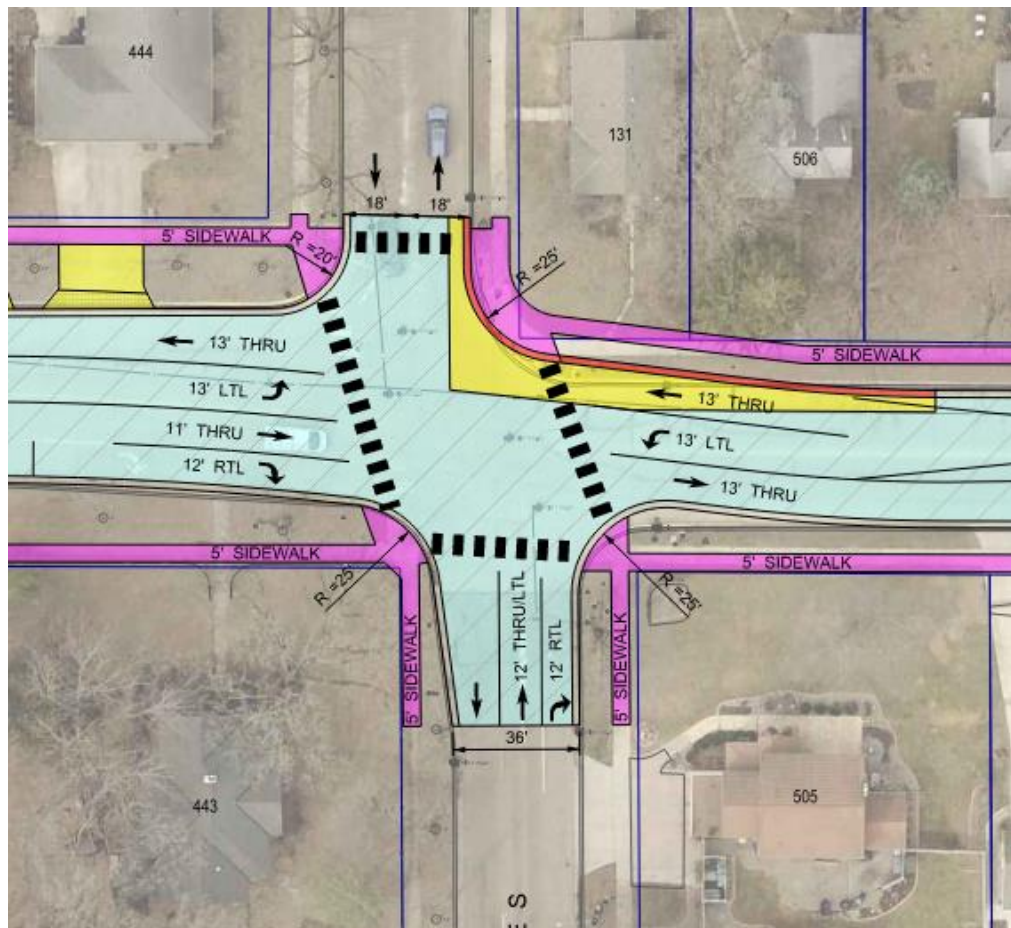




#### 4.4.5 Alternative 4B – Turn lanes at Lincoln Avenue S

Based on information provided as part of the corridor study, it is recommended that this intersection remain an all-way stop controlled intersection. Given the existing site distance constraints as well as the skew both east and west and north and south through this intersection, all-way stop control is the preferred control type. Operational analysis indicates that all-way stop control should provide acceptable levels of operation through the year 2035 before approach delays begin to exceed failing thresholds. To help improve alignment as well as provide additional capacity, widening the intersection would provide additional opportunity to develop dedicated left turn lanes for the eastbound and westbound approaches. Figure 4-6 shows the recommended improvement as widening the intersection and adding turn lanes.

Figure 4-6 – Proposed Turn lane at Lincoln Avenue



#### 4.5 Sidewalks and Driveways

Recommended to meet the ADA specifications. Select areas of the sidewalk and driveways within the right-of-way show cracking and deterioration and should be replaced as needed for constructability with the design of the proposed project.

## 4.6 Watermain

Replacement of the watermain west of Elm Avenue should be considered as the watermain is old, has an unknown age and material, and is most likely out of compliance with fire protection standards in places. Due to the age, the watermain is likely made of cast iron and has lead jointing. This can lead to leaching of lead into the water system. If roadway reconstruction is selected, replacement of the watermain should be included in project scope, and for logistical reasons should also extend to Grove Avenue. The new main will also address future reliability concerns as the assumed existing cast iron main continues to age.

The watermain from Elm to Chambers was installed in 1998 and begins with a 12-inch polyvinyl chloride (PVC) pipe and narrows to an 8-inch PVC at Grove Avenue. The service life for PVC pipe is approximately 70 years. Therefore, not necessary to be replaced unless it is determined by Owatonna Public Utilities that the current capacity size needs to be increased.

## 4.7 Sanitary Sewer

The condition of the sanitary sewer from Oak Avenue to Elm Avenue is such that further deterioration can be expected in the lines and manholes. If left in place, it is almost certain that the line and/or manholes would require replacement in advance of any new mill and overlays anticipated life-cycle, most likely within 10 years. It is recommended to replace the sanitary sewer mains and structures in conjunction with full reconstruction.

The sanitary from Elm to Chambers was installed in 1998 and begins with a 10-inch polyvinyl chloride (PVC) pipe and narrows to an 8-inch PVC at the mid-block of Elm and Grove. The service life for PVC pipe is approximately 70 years. Therefore, not necessary to be replaced unless it is determined by City of Owatonna that the current capacity size needs to be increased.

## 4.8 Storm Sewer

The existing storm sewer system from Oak Avenue to Elm Avenue is undersized and is recommended to be replaced in conjunction with full reconstruction. The existing system should be evaluated and redesigned with current storm design standards using the latest rainfall data, and replaced with reinforced concrete pipes, precast catch basins, and manhole structures.

The existing storm sewer east of Elm Avenue consists of various sizes of RCP installed in 1998. RCP is anticipated to last at least 75 years. Therefore, not necessary to be replaced unless it is determined by City of Owatonna that the current capacity size needs to be increased.

## 4.9 Owatonna Public Utilities – Gas, Electric & Steam

As previously stated, an abandoned steam pipe was previously identified running along the project corridor and records of the pipe's location were not available. Municipal steam pipes were commonly insulated with an asbestos containing pipe wrap or the pipe itself is often transite (an asbestos containing material). If encountered during construction the pipe should be tested for asbestos and if it does contain asbestos, an asbestos abatement company will need to be contracted for proper handling/disposal.

OPU has also previously provided electronic CADD files of gas and electric power distribution lines located along the corridor. Based on this information, coordination will be needed with OPU for the gas and electric service lines located along the corridor to provide relocation and

adjustments as necessary for the full depth reclamation section from Oak Avenue to Grove Avenue.

#### 4.10 Right of Way

Right of Way is determined to be needed for the following options and alternatives.

1. Roundabout control at the intersection of Grove Avenue - The four parcels abutting the Main Street and Grove Avenue intersection have impacts.
2. Realignment of Chambers Avenue – Impacts to Jaycee Park are needed to complete the realignment.
3. School Pull-off Option (Alt. 3B) - Would be needed if the pull-off option at the Owatonna Education Center is considered.

#### 4.11 Incorporating City Streetscaping Elements

The City and County would need to be in agreement should the streetscape elements from Oak Avenue to Elm Avenue be incorporated into the redesign. The streetscaping elements have been included in the estimated budget but should be defined further during the design phase.

### 5 Public Engagement

Two public open houses were held to vet design alternatives and present the recommended design to the general public and project stakeholders. The first open house was held on February 17, 2022 and the second project open house was held on August 25<sup>th</sup>, 2022.

Meeting summaries from both open houses are shown in Appendix C.

## 6 Implementation

### 6.1 Estimated Project Costs

Table 6-1 – Total Estimated Project Costs

| Proposed Improvement                                                                       | Cost (\$)*  | Assessment (\$/foot) |
|--------------------------------------------------------------------------------------------|-------------|----------------------|
| 1A: Full Reconstruction Oak Ave to Grove Ave – Concrete<br>Includes Grove Ave Roundabout   | \$7,645,000 | \$249,931 (\$52/ft)  |
| 1B: Full Reconstruction Oak Ave to Grove Ave – Bituminous<br>Includes Grove Ave Roundabout | \$6,985,000 | \$249,931 (\$52/ft)  |
| 1C: Mill and Overlay/Pavement Rehabilitation from Oak Ave to Elm Ave                       | \$1,090,000 | 0                    |
| 2: Concrete Pavement Rehab Grove Ave to Chambers Ave                                       | \$2,050,000 | 0                    |
| 3A: Owatonna Education Center School Drop Off Lane                                         | \$65,000    | 0                    |
| 3B: Owatonna Education Center School Pull Off Lane                                         | \$230,000** | 0                    |
| 4A: Lincoln Avenue S Roundabout                                                            | \$1,030,000 | 0                    |
| 4B: Lincoln Avenue Turn Lane improvements                                                  | \$35,000    | 0                    |

\*Includes 30% contingency and ELA

\*\*Would be a cooperative effort between the City, County, and School District

Table 6-2 – Estimated Project Cost Fund Splits

| Proposed Improvement | Street      | Storm Sewer | Watermain | Sanitary Sewer |
|----------------------|-------------|-------------|-----------|----------------|
| 1A                   | \$6,150,000 | \$440,000   | \$650,000 | \$405,000      |
| 1B                   | \$5,545,000 | \$425,000   | \$625,000 | \$390,000      |
| 1C                   | \$1,090,000 | ---         | ---       | ---            |
| 2                    | \$2,050,000 | ---         | ---       | ---            |
| 3A                   | \$65,000    | ---         | ---       | ---            |
| 3B                   | \$230,000** | ---         | ---       | ---            |
| 4A                   | \$1,030,000 | ---         | ---       | ---            |
| 4B                   | \$35,000    | ---         | ---       | ---            |

\*\*Would be a cooperative effort between the City, County, and School District for splitting the estimated \$230,000.

## 6.2 Proposed Financing

Financing would come from State Aid, County, and City funds.

Table 6-3 – Proposed Financing

| Financing | Street | Storm Sewer | Watermain | Sanitary Sewer |
|-----------|--------|-------------|-----------|----------------|
| State Aid | Yes    | Yes         | ---       | ---            |
| County    | Yes    | Yes         | ---       | ---            |
| City      | Yes    | Yes         | ---       | Yes            |
| OPU       |        |             | Yes       |                |

## 6.3 Special Assessments

Special Assessments for this proposed project are proposed following the City of Owatonna Assessment Policy dated September 1, 1981, revised April 2, 2012 & January 8, 2013. These funds will be applied to the reconstruction of the street and assessed at a rate of \$52.00/LF for the assessable frontage of each parcel along the reconstruction project of the project. The preliminary assessment role can be found in Appendix E.

# 7 Recommendations

## 7.1 Improvement Alternative 1 – Oak Avenue to Elm Avenue

Based on present conditions alone, we would recommend full reconstruction take place from Oak Avenue to Grove Avenue, and concrete pavement be placed (Alternate 1A). Considering the current state of the roadway, failing manholes, undersized storm sewer, outdated utilities, non-ADA compliant pedestrian walk zones and sidewalk panels in areas, full reconstruction would be the recommended option. Concrete pavement would be preferred as it has a longer design life, less maintenance, and performs better with heavy vehicle loads and traffic. Traffic control improvements should also be implemented as identified in the attached ICE Study to ensure efficient future operations into the future. A detailed project layout is shown in Appendix D.

Included with these recommendations is the change of traffic control from signalized to roundabout control at the intersection of Grove Avenue as well as replacement of the existing signal system and corresponding ADA improvements at the intersection of Oak Avenue.

## 7.2 Improvement Alternative 2 – Grove Avenue to Chambers Avenue

We recommend performing Concrete Pavement Rehab from Grove Avenue to Chambers Avenue (Alternate 2) at this time. Additionally, future consideration should be given to the restriping of the roadway to include a 3-lane section from Grove Avenue to Lincoln Avenue and a two-lane roadway with parking on one side from Lincoln Avenue to Chambers Avenue.

## 7.3 Improvement Alternative 3 – Owatonna Education Center

We recommend Alternative 3B – Owatonna Education Center – Pull-Off Lane. With consideration of the school drop off lane being close to the roundabout, this option provides a lane to divide traffic and allow cars to get around each other, which allows for safer vehicular and pedestrian traffic.

Prior to implementing this change, communication should be had with the school district to determine their future plans and use for this site to ensure that the proposed design best meets the needs of the school district both now and into the future.

## 7.4 Improvement Alternative 4 – Lincoln Avenue South

We recommend another future traffic study be conducted when the new high school located on the south side of the City is in-use. This will help determine the validity of a future roundabout at this location. In the meantime, we recommend implementing a left turn lane in both the eastbound and westbound directions.

## 8 Project Schedule

A proposed project schedule has been prepared for both the recommended full reconstruction of CSAH 48 from Oak Avenue to Grove Avenue, and the Concrete Pavement Rehabilitation from Grove Avenue to Chambers Avenue. The proposed schedule can be seen below:

1. Feasibility Study presented to County Board ..... April 2023
2. County Board awards roadway design project.....May 2023
3. Construction Limits identified and set and ROW.....June 2023  
acquisition process begins. ....
4. 30% Plans..... August 1, 2023
5. 60% Plans..... October 1, 2023
6. 90% Plans.....December 1, 2023
7. 95% Plans..... January 15, 2024
8. State Aid Approval & 100% Plans ..... March 2024
9. Advertisement for Bids for reconstruction project.....February 2025
10. Contract Award for reconstruction project ..... March 2025
11. Begin construction for reconstruction project ..... April/May 2025
12. Construction completed for reconstruction project.....November 2025
13. Advertisement for Bids for Concrete Pavement Repair project.....Winter 2025/2026
14. Contract Award for Concrete Pavement Repair project ..... Spring 2026
15. Begin construction for Concrete Pavement Repair project ..... Spring 2026
16. Construction completed for Concrete Pavement Repair project .....Fall 2026

## 9 Conclusion

Based upon our assessment of the current infrastructure condition, the preliminary cost estimates, and traffic engineering analysis, presented as part of this feasibility report, it is recommended that along CSAH 48 (Main Street), full depth reconstruction from Oak Avenue through Grove Avenue should be completed. As part of this reconstruction, a single lane roundabout should be constructed at the intersection of Main Street and Grove Avenue.

East of Grove Avenue, a Concrete Pavement Repair (CPR) (Proposed Improvement Alternative 2) should be completed. As part of this project, left turn lanes should be constructed at the intersection of Lincoln Avenue which includes minor widening of the roadway on the east side of Lincoln Avenue.

We also recommend the Pull-Off Lane option (Proposed Improvement Alternative 3B) at the Owatonna Education Center. Prior to this improvement being designed, further discussions should be had with the Owatonna Public School District to determine the future use for this parcel and whether or not this improvement will benefit the site long term.



## Steele County Agenda Item

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**Subject: Contract Award – CSAH 48 (Bixby Rd.) at 18<sup>th</sup> St SE Roundabout Construction  
SAP 074-648-007**

**Department:** Highway

**Committee Meeting Date:** N/A

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☐ Yes ☒ No

**Policy Committee Recommendation:**  
N/A

**Recommendation:**

Award a contract for the CSAH 48 (Bixby Rd.) at 18th St. SE roundabout construction project, SAP 074-648-007 to Heselton Construction in the amount of \$2,647,584.03.

**Background (*Including Budget Impact*):**

The CSAH 48 at 18<sup>th</sup> St. SE roundabout construction has been in the Highway Capital Improvement Plan for several years since the School District selected a nearby site for the new High School. The contract includes \$278,855.50 for watermain work funded by the Owatonna Public Utilities. The remaining \$2,368,728.53 of the contract is to be split between the County, City, and the School District. The project was programmed with a budget of \$2,100,000, however, our State-Aid balance available can absorb the additional cost with no impact to the Highway Capital Improvement Program.

The contract was advertised for bids, which were opened on Thursday, May 18, 2023. Three bids were received.

| Bid Name                | Total          | % Over/Under Estimate |
|-------------------------|----------------|-----------------------|
| Engineer's Estimate     | \$2,292,080.40 | -                     |
| Heselton Construction   | \$2,647,584.03 | 15.51% OVER           |
| Wencl Construction, Inc | \$2,775,061.53 | 21.07% OVER           |
| JJD Companies           | \$2,914,953.38 | 27.18% OVER           |

Heselton Construction is a responsible contractor capable of performing the work.

**Attachments:**  
N/A





## Steele County Agenda Item

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**Subject: Resolution – Approving Steele County Landfill Certificate of Need Request and Authorize Chair to Sign the Request**

**Department:** Landfill

**Committee Meeting Date:** May 11, 2023

**Board Meeting Date:** May 23, 2023

**Consent Agenda:** ☐ Yes ☒ No

**Resolution:** ☒ Yes ☐ No

### **Policy Committee Recommendation:**

N/A, this item was discussed informally with the Public Works Committee at their May 11<sup>th</sup> meeting.

### **Recommendation:**

Adopt the Resolution Approving Certificate of Need (CON) Request and Authorize the Board Chair to sign the request.

### **Background (*Including Budget Impact*):**

The Steele County Landfill requires additional Certificate of Need capacity, or CON, from the state that is sufficient for the landfill to accept Municipal Solid Waste through the end of 2025. It was recently discovered that additional CON should have been issued in 2015 when the latest Steele County Solid Waste Management Plan (SWMP) was approved. However, due to miscommunication between the County and the MPCA when an MPCA staff member retired, the additional CON was not issued.

Steele County is in the process of designing a landfill expansion that is scheduled to be complete in 2025. In the process the County will be updating its SWMP, renewing its permit, and requesting additional CON to operate beyond 2025, consistent with the expansion plans.

With this Certificate of Need Request, as detailed in the first attachment, Steele County is requesting 189,432 cubic yards of CON for 2023 through 2025. Because the current SWMP only projects waste out through 2023 and the CON Request is through 2025, this CON Request must be approved by the County Board and signed by the Chair.

### **Attachments:**

Projected Tonnages and Land Disposal Capacities for Certificate of Need  
Resolution

**Projected Tonnages and Land Disposal Capacities  
for Certificate of Need (2023-2025)  
Steele County Landfill**

5/17/2023

| <b>Waste Type</b>         | <b>Units</b> | <b>2023</b>   | <b>2024</b>   | <b>2025</b>   | <b>Total</b>   |
|---------------------------|--------------|---------------|---------------|---------------|----------------|
| MSW                       | tons         | 31,648        | 31,648        | 31,648        | 94,944         |
| Industrial                | tons         | 6,930         | 6,930         | 6,930         | 20,791         |
| Construction & Demolition | tons         | 4,833         | 4,833         | 4,833         | 14,499         |
| <b>Total Tonnages</b>     | tons         | <b>43,411</b> | <b>43,411</b> | <b>43,411</b> | <b>130,234</b> |

| <b>Waste Type</b>         | <b>Units</b> | <b>2023</b>   | <b>2024</b>   | <b>2025</b>   | <b>Total</b>   |
|---------------------------|--------------|---------------|---------------|---------------|----------------|
| MSW                       | cubic yards  | 46,033        | 46,033        | 46,033        | 138,100        |
| Industrial                | cubic yards  | 10,081        | 10,081        | 10,081        | 30,242         |
| Construction & Demolition | cubic yards  | 7,030         | 7,030         | 7,030         | 21,089         |
| <b>Total Capacity</b>     | cubic yards  | <b>63,144</b> | <b>63,144</b> | <b>63,144</b> | <b>189,432</b> |

**Notes:**

Total land disposal capacity needed from the period of 2023 to 2025 is 189,432 cubic yards.

Tonnage converted to cubic yards using the 5-year compaction rate of 1,375 tons/cy.

Projected tonnages for 2023 to 2025 were calculated based on the 5-year average (2018-2022).

No adjustments were made for waste projections due to change in population for the period of 2023 to 2025.

**RESOLUTION APPROVING STEELE COUNTY LANDFILL  
CERTIFICATE OF NEED REQUEST**

WHEREAS the Steele County Landfill needs additional Certificate of Need (CON) from the Minnesota Pollution Control Agency sufficient for the landfill to accept Municipal Solid Waste (MSW) through the end of 2025, and

WHEREAS, Steele County has prepared a Certificate of Need Request in accordance with Minnesota Statutes §115A and Minnesota Rules Chapter 9215, and

WHEREAS, in the Certificate of Need Request, Steele County is requesting the following Projected Tonnages and Land Disposal Capacities:

| Waste Type                | Units | 2023   | 2024   | 2025   | Total   |
|---------------------------|-------|--------|--------|--------|---------|
| MSW                       | Tons  | 31,648 | 31,648 | 31,648 | 94,944  |
| Industrial                | Tons  | 6,930  | 6,930  | 6,930  | 20,791  |
| Construction & Demolition | Tons  | 4,833  | 4,833  | 4,833  | 14,499  |
| Total Tonnages            | Tons  | 43,411 | 43,411 | 43,411 | 130,234 |

| Waste Type                | Units       | 2023   | 2024   | 2025   | Total   |
|---------------------------|-------------|--------|--------|--------|---------|
| MSW                       | Cubic Yards | 46,033 | 46,033 | 46,033 | 138,100 |
| Industrial                | Cubic Yards | 10,061 | 10,061 | 10,061 | 30,242  |
| Construction & Demolition | Cubic Yards | 7,030  | 7,030  | 7,030  | 21,089  |
| Total Capacity            | Cubic Yards | 63,144 | 63,144 | 63,144 | 189,432 |

NOW THEREFORE BE IT RESOLVED, the Steele County Board of Commissioners hereby approves the Certificate of Need Request.

BE IT FURTHER RESOLVED, the Chairman is hereby authorized and directed to sign the Certificate of Need Request for and on behalf of Steele County.

STEELE COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Greg Krueger, Chair

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF STEELE

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Steele County Board at a duly authorized meeting thereof held on the 23<sup>rd</sup> day of May 2023, as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Steele County Auditor



**STEELE COUNTY**  
**PUBLIC SAFETY & HEALTH COMMITTEE MINUTES**  
**Steele County Administration Building – 630 Florence - Owatonna, MN 55060**

*Steele County's Mission:*  
*Driven to deliver quality services in a respectful and fiscally responsible way.*

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**Wednesday, May 10, 2023 at 8:00 a.m. – Board Room**

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**Attendees:** Commissioner Brady, Commissioner Glynn, Sheriff Lon Thiele, EM&S Director Kristen Sailer, EM&S Thomas Karnauskas, Community Corrections Director Tim Schammel, Jail Administrator Anthony Buttera, Auditor (Interim) Brenda Blood, Chief Deputy Attorney Julia Forbes, and Administrator Scott Golberg.

**Consent Agenda**

1. Committee recommends renewing the State of Minnesota Grant Contract Agreement to receive Remote Electronic Alcohol Monitoring Grant (REAM GRANT) and authorize Community Corrections Director to sign.
2. Committee recommends rescinding the approval of the Renewal Agreement with Bureau of Criminal Apprehension and Community Corrections approved April 25, 2023
3. Committee recommends renewing the BCA Joint Powers Agreement with the County Attorney, Community Corrections, and the Sheriff.
4. Committee recommends adopting the Resolution approving the BCA/State of Minnesota Joint Powers Agreement with the County Attorney, Community Corrections, and the Sheriff.
5. Committee recommends approving the renewal of the County Boat and Water Safety Grant Contract Agreement.
6. Committee recommends approving the On-Sale 3.2 Beer and Wine License renewal for Blooming Prairie County Club.
7. Committee recommends appointing Ed Nelson as the Snowmobile Trail Administrator.

**Agenda**

**Information**

Discussion regarding the sand and sandbag storage, distribution, and usage. Should Steele County purchase the bags for public use in case of an emergency. Should the county create a program to assist residence in placing sandbags by using CERT volunteers? How do the bags need to be stored and where would they be stored? The City of Owatonna has a policy they are currently reviewing and working on. Discussion regarding the needs/usages in the City of Medford and Owatonna, but also the needs in all communities. How would there be 24-hour access. Work with Medford and Owatonna to work on a plan and bring it back to the Board.

## Department Head Reports

**County Sheriff:** Looking at hiring previous retired employees as part-time Sheriff's . Bearcat has arrived and is almost ready for service. Additional training is needed to operate the equipment.

**Community Corrections:** Funding formula for Community Corrections is coming up at legislative session this week. There is a vacant position. The department conducted interviews last week for the Juvenile position.

**Auditor:** Visited Rice County who uses election polling pads. They are looking at coming to the County to provide a demonstration.

**Detention Center:** Still have a few vacancies to fill. Final construction is going on and should be completed soon.

**Attorney's Office:** Dan's last day is Friday. Paralegal vacancy is needing to be filled.

**Emergency Management:** State CERT Leader meeting last week, it went well. Tom gave a presentation on how Steele County runs their CERT program.

**Administration:** Legislative session is winding down. There are several very impactful bills pending in the session.



**STEELE COUNTY**  
**PUBLIC WORKS POLICY COMMITTEE MINUTES**  
**Public Works Building – 3000 Hoffman Drive - Owatonna, MN 55060**

*Steele County's Mission:*  
*Driven to deliver quality services in a respectful and fiscally responsible way.*

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**Thursday, May 11, 2023 at 8:00 a.m. – Public Works Conference Room**

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**Attendees:** Commissioner Abbe, Commissioner Brady, Engineer Greg Ilkka, Four Seasons Director Steve Schroht, Assistant Engineer Paul Sponholz, Landfill Supervisor Josh Johnson and Administrator Scott Golberg.

**Consent:**

1. Committee recommends adopting a Resolution for County State Aid Highway 2 Designation
2. Committee recommends awarding Professional Services Contract for CSAH 48 Construction Services to WSB.
3. Committee recommends adopting a Resolution for Acceptance of Right-of-Way Donation for S.A.P. 074-648-007 and approving Donation Agreement

**General:**

4. Accept Feasibility Report – CSAH 48 Main Street (Oak Ave to Chambers Ave)  
Discussion regarding the reconstruction of this road. Project will not start till the city has funding. Proposed a single lane roundabout and an alternative realignment for the Lincoln and Main St Intersection.

**Work Session:**

5. Approve Professional Services Contract with WHKS for Preliminary Design to Replace CR 180 Bridge  
Discussions regarding options, funding, flooding issues, and decay of the bridge. Also discussed the possibility of waiting to do the project based on the possible flow of traffic after future road construction is complete. If the replacement is done in this location, it would be eligible for state bridge funding. Looking at making this an overpass vs leaving as an underpass. Waiting for the feasibility study. Also, as an overpass the county would not then own the train trestle.

**Information:**

6. 2022 Highway Department Annual Report. Review the report and please contact Carrie or Greg with questions.

**Department Head Reports**

**Highway:** Review, discussions and/or updates on the following items:

- Construction projects have started.

- Township Bridge replacement will be starting soon.
- 18<sup>th</sup> St Roundabout:
  - Open bids on roundabout. With the delay of this project due to the railroad, there will be an addition cost which will be shared with the city. Discussion regarding the railroad side of the roundabout dealing with the issues and liabilities.
  - 18<sup>th</sup> St to the west is a township road. The township is looking for the county to the part of the constructed area
- Beaver lake received \$500K in funding .
- East side Corridor stakeholder meeting for North County Subdivision (not for public) is May 24, 5:30 p.m. at the Highway Department
- East side Corridor – Public Information meeting , May 31<sup>st</sup> 5:00 p.m. to 7:00 p.m. at the Steele County Community Center.

#### **Four Seasons:**

- Spring events have gone very well. They are off this weekend. The west rink is back up with ice due to early demand.
- Paint proposals were received. The two received, each had issues that did not meet the specified requirements, both were thrown out and the request was reissued.

#### **Park and Rec:**

- They have started work at Beaver Lake, spreading woodchips from the highway department and removing trees.

#### **Landfill:**

- Equipment is coming in January. Tipping floor has been busy. They are currently catching up on leachate hauling. Still trying to fill the landfill operator vacancy.
- Completing the Certificate of Need with the state. The current certificate has expired. The new certificate will be applicable for a few years. When the expansion is complete, there will need to be a new certificate request completed.



**STEELE COUNTY**  
**LAND USE & RECORDS COMMITTEE MINUTES**  
Steele County Administration Building – 630 Florence - Owatonna, MN 55060

*Steele County's Mission:*  
*Driven to deliver quality services in a respectful and fiscally responsible way.*

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**Tuesday, May 16, 2023 at 8:00 a.m. – Steele County Boardroom**

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**Attendees:** Commissioner Gnemi, Commissioner Krueger, Planning & Zoning Director Dale Oolman, County Assessor Tom Reineke, Treasurer Cathy Piepho, and Administrator Scott Golberg.

**Consent:**

1. Committee recommends approving the County Feedlot Officer Annual Report.  
Any feedlot between 50-1000 animal units needs to be registered with the state. Down to 190 lots (from 231) that are required to be registered. Inspected 20 units last year (required was 12). The report needs to be signed by the Board Chair in order to receive any funding.

**Department Head Reports**

**Assessor:** It has been quiet in the office. With the raise in taxes, there was minimal attendance at the Boards of Appeal. The team fielded a few in office calls regarding tax increases. Mike Laramée retired, and they are backfilling this position. Posted this week with four applicants in so far. Quintile work has started.

**Planning & Zoning:** Boat inspectors have started. Same two inspectors as last year. OPED is doing a branding survey for Owatonna.

**Administration:** Auditor / Treasurer update. Cathy and Brenda (and staff) are visiting other county offices to look at how Auditor/Treasurer offices are set up and how duties are allocated. They will report findings to the Administrator, who will then work on a new structure to be presented to the Board for consideration.

**Treasurer:** The Auditor and Treasurer departments are taking field trips to surrounding counties looking at how other county offices are set up, how the responsibilities are split and sharing ideas. Visits coming up to Freeborn and Mower counties. The team has already traveled to Rice County. Tax collection finished yesterday. Some of the larger company's payments have not come in yet. Next week is the audit and 2024 budgeting has started.