



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.

THURSDAY, DECEMBER 12, 2024 at 5:00 PM
County Boardroom, Steele County Administration Center

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.

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 November 26, 2024 Board Minutes (p. 5)
6. Approve November 26, 2024 Board Work Session Minutes (p. 9)
7. Approve Bills (p. 10)

8. Approve Personnel Report (p.40)
9. Approve Contract for Ditch Inspector Services for 2025 with the Soil & Water Conservation District (p. 41)
10. Approve Final Payment to Mohs Contracting Inc for the LEC Generator Update Project in the amount of \$8,366.42 (p. 46)

Public Hearing 5:15 p.m.

Amended & Restated Ordinance Number 26 – An Ordinance Regulating the Sale of Tobacco Products

Motion to open Public Hearing
Presentation of the Ordinance Regulating the Sale of Tobacco Products – Steele
County Administrator Renae Fry
Open for public testimony
Motion to close

11. Adopt the Amended & Restated Ordinance Number 26 – An Ordinance Regulating the Sale of Tobacco Products (p. 50)

Public Hearing 5:15 p.m. or as soon thereafter as the matter may be heard

Amended & Restated Ordinance Number 39 – An Ordinance Prohibiting Smoking in Public Places and Places of Work

Motion to open Public Hearing
Presentation of the Ordinance Prohibiting Smoking in Public Places and Places of
Work – Steele County Administrator Renae Fry
Open for public testimony
Motion to close

12. Adopt the Amended & Restated Ordinance Number 39 – An Ordinance Prohibiting Smoking in Public Places and Places of Work (p. 64)

Public Hearing 5:15 p.m. or as soon thereafter as the matter may be heard

Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places (New Ordinance Number 41)

Motion to open Public Hearing
Presentation of the Ordinance Regulating the Use of Cannabis and Cannabis
Derived Products in Public Places – Steele County Administrator Renae Fry
Open for public testimony
Motion to close

13. Adopt the Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places (New Ordinance Number 41)(p. 71)

Public Hearing 5:15 p.m. or as soon thereafter as the matter may be heard

Ordinance Regulating Cannabis Businesses (New Ordinance Number 42)

Motion to open Public Hearing
Presentation of the Ordinance Regulating Cannabis Businesses – Steele County
Administrator Renae Fry

Open for public testimony
Motion to close

14. Adopt the Ordinance Regulating Cannabis Businesses (New Ordinance Number 42) (p. 76)

General Agenda

15. Approve Amended Smoke Free Grounds Policy (p. 88)
16. December, 2024 Anniversary Report (p. 94)
17. Adopt Resolution Setting the 2025 Levy at \$30,303,710.00 and Budget of \$70,753,408.00 (p. 95)
18. Adopt Resolution to Appropriate Petty Cash and Cash Change Fund to listed departments (p. 110)
19. Approve Bad Debt Write Offs as per Minn. Stat. Sec. 541.05 ((p. 112)

Public Safety & Health Committee - Wednesday, December 11, 2024

20. Approve Body Art Establishment Licenses for Seven Tattoo Parlor, Irish Eyes Studio, and Thee Dragon's Lair (p. 114)
21. Approve Out of State Travel for MRC Coordinator (p. 121)
22. Approve SCDIU Joint Powers Agreement and Cash Match (p. 123)

Public Works Committee - Thursday, December 12, 2024

23. Approve Contract with SEH for the design, bidding, and construction oversight of the Phase V-A and V-B Landfill Construction (p. 148)
24. Adopt resolution to approve final payment for Contract No. 242402: CP 074-024-002 to Crane Creek Asphalt in the amount of \$62,373.02 (p. 167)
25. Award contract for Rural Intersection Lighting on Various Highways, SAP 074-070-008 to River City Electric Company in the amount of \$655,792.00 (p. 177)
26. Approve Minnesota Department of Revenue Agreement for Collection of Local Option Transportation Sales Tax (p. 178)

Information Items

27. Property & Maintenance Committee Minutes – Thursday, December 5, 2024 (p. 184)
28. 3rd Quarter 2024 Financial Reports (p. 185)

Presentations: None

Commissioner Reports:

Next Meeting Notices:

Land Use & Records – Tuesday, December 17, 2024 at 8 a.m. in the Boardroom
County Board Work Session – **Thursday**, December 19, 2024 at 4 p.m. in the Boardroom
County Board Meeting – **Thursday**, December 19, 2024 at 5 p.m. in the Boardroom
County Board Meeting – Tuesday, January 7, 2025 at 5:00 p.m. in the Boardroom

Closed Session: Per Minn. Stat. §13D.05, Subd. 3 to evaluate the performance of an individual who is subject to its authority – Renae Fry, County Administrator.

Motion to go into closed Session
Discussion
Motion to end closed Session
Motion to return to open session
Summary of evaluation

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.

November 26, 2024

- E. Approved Revisions to the County's Investment Policy
- F. Approved Changes to County's Cell Phone Policy
- G. Approved Interagency Agreement with MnPrairie to authorize reimbursement of screening costs in an amount not to exceed \$7,326.00
- H. Approved Purchase of Ballistic Shields with Optional Lighting from Pro-Tech Sales for the Steele County Sheriff's Department in the quoted amount of \$48,893.00 to be paid from Public State Aid Funds
- I. Adopted the Resolution approving the 2025 Aquatic Invasive Species Prevention Aid Plan
- J. Adopted the Resolution approving out of state travel for Candi Lemarr to attend the 2025 GFOA Conference in Washington DC June 27 – July 2, 2025
- K. Approved Advertisement of Bids regarding the Phase III Demolition Waste Relocation Project
- L. Approved Purchase of Fitness Room Equipment for the new Detention Center fitness

room from Life Fitness for the total amount of \$51,917.48 to be paid from the Detention Center budget

M. Adopted Resolution Accepting Donation to Public Health

General Agenda:

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

RESOLUTION
SETTING THE 2025 COMMISSIONER SALARY & PER DIEM

Upon the vote being taken, five Commissioners voted in favor thereof, all voted in favor thereof, and a copy of the Resolution is on file in the Property Tax & Elections Office.

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

RESOLUTION TO PROVIDE FINANCIAL CONSULTATION

WHEREAS, Minnesota Prairie County Alliance (MNPrairie) will have a vacancy in the Finance Manager position beginning November 1, 2024, and this position is critical for overseeing the financial operations of the organization;

WHEREAS, the member counties of Dodge, Steele, and Waseca have a vested interest in the continued effective operation of MNPrairie;

WHEREAS, each member county employs staff with knowledge of the systems utilized by MNPrairie in its payroll and day to day financial operations;

WHEREAS, providing consultation support to MNPrairie during the transition period will help ensure the functions of the organization’s finance department continue without disruption.

Upon the vote being taken, five Commissioners voted in favor thereof, all voted in favor thereof, and a copy of the Resolution is on file in the Property Tax & Elections Office.

County Board Work Session:

Motion by Commissioner Glynn, seconded by Commissioner Gnemi to approve the inclusion of the following appropriations/special funding requests in the 2025 budget. Ayes all.

Requestor	Purpose	Approved for 2025
American Legion - Ellendale	Memorial Day	\$ 190.00
American Legion - Owatonna	Rent in lieu of payment	\$ -
Blooming Prairie Ambulance	Ambulance support	\$ 5,000.00
Blooming Prairie Servicemen's Club	Memorial Day	\$ 125.00
City of Blooming Prairie	Economic Development	\$ 5,000.00
City of Ellendale	Economic Development - Housing Needs	\$ 5,000.00
City of Medford	Economic Development	\$ 5,000.00
County Ag Society	SCFF Annual Operation of \$42,500 plus in kind services in 2026 during parking lot upgrade	\$ 42,500.00
Ellendale Ambulance	Equipment purchases to replace 1-2 ambulances	\$ 5,000.00
Farm America	Educational Programs for students - 2,100 students	\$ 500.00
Historical Society	Offset costs for Operational expenses	\$ 8,000.00

Owatonna Area Business Dev. Center	New Business Start-ups	\$	5,000.00
Owatonna Library	8/13/24-State certified level of library support 2025	\$	200,000.00
Owatonna Partners for Economic Dev.	attracting and educating a quality workforce, marketing/communications	\$	7,000.00
SE Emergency Medical Service	Seat belt education and compliance	\$	5,000.00
Soil & Water Conservation District	Annual Support	\$	135,000.00
Southern MN Initiative Foundation	Early Childhood Activities, community vitality, Economic development	\$	6,000.00
Southern MN Tourism	Invoiced not appropriation	\$	1,870.00
Steele County Humane Society	Operating expenses and vet bills (shelter not open)	\$	5,000.00
Totals		\$	441,185.00
Money to Public Health grants		\$	50,000.00
Grand total		\$	491,185.00

Motion by Commissioner Krueger, seconded by Commissioner Glynn to make a data request to MnPriairie County Health Alliance, seeking financial information for the 3rd and 4th quarters of 2024. Ayes all.

Motion by Commissioner Glynn, seconded by Commissioner Krueger Approve Funding for Repairs to PT18 due to spring flooding based on the low quote of \$25,505 submitted by DeCook Drainage to be paid from FEMA funds and the state match. Ayes all.

Presentation:

Leota Lind form the South Country Health Alliance presented it’s Member County Board 2024 Fall Report

Commissioner Reports:

Commissioner Brady reported his attendance at Canvass Board, Steele County Free Fair Joint Meeting, Annual Board Planning Meeting, Public Works, South Central Human Relations, and the Work Session.

Commissioner Glynn reported his attendance at Public Safety Meeting, Annual Board Planning Meeting, Steele County Free Fair Joint Meeting, Land Use Meeting.

Commissioner Gnemi reported his attendance at Steele County Free Fair Joint Meeting, Annual Board Planning Meeting, SEMCAC, History Center, Drug Court, South Central Human Relations, Work Session.

Commissioner Abbe reported his attendance at Steele County Free Fair Joint Meeting, Annual Board Planning Meeting, MnPrairie Joint Powers Board, Southern Minesota Tourism, Counties Providing Tech Meeting and Law Library Meeting.

Commissioner Krueger reported his attendance at Steele County Free Fair Joint Meeting, Annual Board Planning Meeting, Smart Trails, Public Works, Land Use, MnPrairie Joint Powers Board, Mayor’s Prayer Breakfast, Law Library Meeting and Work Session.

County Attorney Rob Jarrett reported that the Truancy Court would resume in January with Chief Judge Beutel presiding. The 3rd Judicial District through MCAA was awarded a \$1.5 mil grant to fund forensic computers services. He also reported attending the Law Library meeting.

Renae Fry reported that she participated in these Minnesota Together Core Team meeting and made a presentation to the morning Rotary.

LISTING OF BILLS
DATE

<u>Vendor Name</u>	<u>Amount</u>
7 Rivers Recycling LLC	4,512.25
Agile Fleet Inc	14,628.87
ANCOM COMMUNICATIONS INC	34,558.00
Braun Intertec Eng Inc	10,690.50
BRN Lawn & Landscape LLC	4,510.00
Counties Providing Technology	4,525.00
CPS Technology Solutions	3,735.00
Crysteel Truck Equipment Inc	193,572.00
Dell Marketing LP	2,671.40
I & S Group Inc	4,682.46
L & L Street Rods & Sport Trucks	4,404.61
Metal Culverts Inc	7,413.35
Metro Sales Inc	11,824.55
Mike's Repair	2,686.80
Minnesota Counties Computer Coop	6,709.40
Moore Md/Kellyanna J	3,864.24
SCR	20,170.16
Steele County SWCD	33,750.00
Stewart Sanitation	2,397.74
Summit Food Services LLC	10,388.99
Truck Center Companies	159,381.98
UKG Kronos Systems LLC	3,525.11
WHKS & Co	13,936.00
Wold Architects and Engineers	7,775.42
Ziegler.Inc	4,325.00
105 Payments less than 2000	<u>38,592.39</u>
Final Total:	\$609,231.22

Motion by Commissioner Gnemi, seconded by Commissioner Krueger to adjourn to the Call of the Chair at 5:55 p.m. Ayes all.

CHAIRMAN

ATTEST: _____
ADMINISTRATOR

PROCEEDINGS OF THE STEELE COUNTY BOARD OF COMMISSIONERS

REGULAR SESSION

November 26, 2024

STATE OF MINNESOTA }
 } ss
COUNTY OF STEELE }

The Steele County Board of Commissioners held a Work Session at 4:00 p.m. on November 26, 2024 with Commissioner's Brady, Glynn, Gnemi, Abbe and Krueger present. Also present were County Engineer Paul Sponholz, Human Resources Director Gina McGuire, Finance Director Candi Lemarr, IT Director Dave Purscell, County Assessor Brian Anderson, County Attorney Robert Jarrett, Landfill Manger Josh Johnson, and County Administrator Renae Fry. MnPrairie was represented by Tara Reich and Shelly Koen.

The County Board reviewed draft revisions to Ordinance 39 at its November 12, 2024 work session. County Attorney, Rob Jarrett, explained the change he is now proposing be added to the previous draft. The ordinance is scheduled for a public hearing on December 12, 2024.

Candi Lemarr presented the Board with additional information related to the various appropriation/funding requests. There was extensive discussion about the allocation of the appropriation amount mandated by the state for Owatonna Public Library operations. The Board would like clarification about the funding arrangements between the cities of Owatonna and Blooming Prairie, but that clarification is not a condition of making the special appropriation to the library. The Board reviewed the remaining allocations and reached consensus regarding an overall funding package, including \$50,000 to be awarded by the Health Department for distribution in subrecipient grants, totaling \$491,185.00. This topic will be considered by the Board at its regular Board Meeting following the work session.

Renae Fry reported that the MnPrairie Joint Powers Board approved its 2025 budget and that at the Steele County Board's request, the topic of MnPrairie's finances was placed on the work session agenda. Fry indicated that the financial information currently provided to the member counties does not answer the board's lingering questions regarding the sources and uses of the various funding mechanisms impacting MnPrairie's operations. A different financial report would need to be developed to provide this information. The board asked that staff make another data request for 3rd and 4th quarter financials for 2024 and moved this topic to the regular board meeting for formal action.

Meeting was adjourned at 4:45 p.m.

Chairman

ATTEST: _____
Administrator

SBENDORF
12/5/24 10:08AM

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

12/5/24 10:08AM

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 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>	
3	DEPT			County Wide			
	9544 National Association of Counties						
24	01-003-000-0000-6241	8	748.00	NACO dues - 2025	202434751	Membership Dues	N
	9544 National Association of Counties		748.00	1 Transactions			
	84035 Tri-M Graphics						
32	01-003-000-0000-6194		182.63	Invites for Recognition party	105618	Personnel Policy	N
	84035 Tri-M Graphics		182.63	1 Transactions			
3	DEPT Total:		930.63	County Wide	2 Vendors	2 Transactions	
31	DEPT			County Administrator			
	6032 APG Media of Southern Minnesota LLC						
52	01-031-000-0000-6242		1.93	Public Hrg-use of cannibus	1026036	Publishing	N
51	01-031-000-0000-6242		1.93	Public Hrg-regulating cannibus	1026037	Publishing	N
50	01-031-000-0000-6242		1.93	Public Hrg-regulating cannibus	1026038	Publishing	N
53	01-031-000-0000-6242		2.10	Public Hrg-tobacco products	1026039	Publishing	N
54	01-031-000-0000-6242		1.93	Public Hrg-public smoking	1026040	Publishing	N
	6032 APG Media of Southern Minnesota LLC		9.82	5 Transactions			
	37025 Innovative Office Solutions LLC						
117	01-031-000-0000-6410		47.98	Copy paper	4707911	Office Supplies	N
	37025 Innovative Office Solutions LLC		47.98	1 Transactions			
31	DEPT Total:		57.80	County Administrator	2 Vendors	6 Transactions	
32	DEPT			Human Resources			
	37025 Innovative Office Solutions LLC						
118	01-032-000-0000-6410		47.98	Copy paper	4707911	Office Supplies	N
	37025 Innovative Office Solutions LLC		47.98	1 Transactions			
32	DEPT Total:		47.98	Human Resources	1 Vendors	1 Transactions	
41	DEPT			Auditor			
	37025 Innovative Office Solutions LLC						
115	01-041-000-0000-6410		53.48	Copy paper, numbered tabs	4707911	Office Supplies	N
	37025 Innovative Office Solutions LLC		53.48	1 Transactions			

SBENDORF

12/5/24 10:08AM

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 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>	
41	DEPT Total:		53.48	Auditor	1 Vendors	1 Transactions	
42	DEPT			Treasurer			
	4212 Bussler Publishing Inc						
36	01-042-000-0000-6242		79.20	2nd half AG & MH taxes 11/13	37583	Publishing	N
	4212 Bussler Publishing Inc		79.20	1 Transactions			
42	DEPT Total:		79.20	Treasurer	1 Vendors	1 Transactions	
44	DEPT			Financial Administrator			
	6032 APG Media of Southern Minnesota LLC						
4	01-044-000-0000-6242		1.05	Notice of Budget Hearing	1024986	Publishing	N
	6032 APG Media of Southern Minnesota LLC		1.05	1 Transactions			
	37025 Innovative Office Solutions LLC						
116	01-044-000-0000-6410		47.98	Copy paper	4707911	Office Supplies	N
	37025 Innovative Office Solutions LLC		47.98	1 Transactions			
44	DEPT Total:		49.03	Financial Administrator	2 Vendors	2 Transactions	
62	DEPT			Central Services			
	8919 ArchKey Technologies						
56	01-062-000-0000-6801		415.95	Troubleshoot courthouse door	S0008356837	General Expense	Y
55	01-062-000-0000-6801		609.00	Repair courthouse 2nd fl door	S0008556876	General Expense	Y
	8919 ArchKey Technologies		1,024.95	2 Transactions			
	9983 CallTower						
57	01-062-000-0000-6210		183.41	Monthly phone charges	202244748	Telephone	N
	9983 CallTower		183.41	1 Transactions			
	16282 Crosstown Cartage Inc						
6	01-062-000-0000-6801		324.00	Contracted mail services	11/08/2024	General Expense	N
7	01-062-000-0000-6802		110.00	Additional mail services	11/08/2024	Internal Chargeback	N
8	01-062-000-0000-6801		324.00	Contracted mail services	11/22/2024	General Expense	N
9	01-062-000-0000-6802		275.00	Additional mail services	11/22/2024	Internal Chargeback	N
	16282 Crosstown Cartage Inc		1,033.00	4 Transactions			

SBENDORF

12/5/24 10:08AM

1 General Revenue 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		
62	DEPT Total:		2,241.36	Central Services	3 Vendors	7 Transactions		
63	DEPT			Auditor Elections				
3	6032 APG Media of Southern Minnesota LLC							
	01-063-000-0000-6242		0.88	Canvass mtg-General election	1023385	Publishing		N
	6032 APG Media of Southern Minnesota LLC		0.88	1 Transactions				
63	DEPT Total:		0.88	Auditor Elections	1 Vendors	1 Transactions		
91	DEPT			County Attorney				
114	3901 Diligent Service Network							
	01-091-000-0000-6260		192.31	Subpoena service	411717	Contract Labor/Services		Y
	3901 Diligent Service Network		192.31	1 Transactions				
119	9165 Jarrett/Robert J							
	01-091-000-0000-6331		34.84	Oct & Nov mileage	Oct/Nov 2024	Mileage Reimbursement		Y
	9165 Jarrett/Robert J		34.84	1 Transactions				
22	3659 MCAA							
	01-091-000-0000-6261		100.00	MCAA annual mtg-APulanco	200012484	Conference & Training		N
	3659 MCAA		100.00	1 Transactions				
122	4591 MSCIC							
	01-091-000-0000-6261	8	150.00	2024 MSCIC conf-RJarrett	0045	Conference & Training		N
	4591 MSCIC		150.00	1 Transactions				
91	DEPT Total:		477.15	County Attorney	4 Vendors	4 Transactions		
101	DEPT			County Recorder				
11	4393 Fidar Technologies Inc							
12	01-101-000-9305-6480		1,540.55	Laredo subscription fee	0238196-IN	Non-Capitalized Inv-Technology Fun		N
13	01-101-000-9305-6480		385.47-	Tapestry credit - July 2024	0335475-IN	Non-Capitalized Inv-Technology Fun		N
14	01-101-000-9305-6480		923.62-	Tapestry credit - October 2024	0336421-IN	Non-Capitalized Inv-Technology Fun		N
	01-101-000-9305-6480		200.00-	Monarch credit - October 2024	0628052-IN	Non-Capitalized Inv-Technology Fun		N
	4393 Fidar Technologies Inc		31.46	4 Transactions				
40	5925 Government Forms and Supplies							
	01-101-000-0000-6410		166.76	Security paper for marriages	0350927	Office Supplies		N

SBENDORF

12/5/24 10:08AM

1 General Revenue 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	
5925	Government Forms and Supplies		166.76	1 Transactions			
73	8013 Northstar Computer Forms Inc						
	01-101-000-0000-6410		964.10	Birth cert security paper-5000	51656848	Office Supplies	N
	8013 Northstar Computer Forms Inc		964.10	1 Transactions			
101	DEPT Total:		1,162.32	County Recorder	3 Vendors	6 Transactions	
102	DEPT			Surveyor			
	39600 Jones Haugh & Smith Inc						
120	01-102-000-0000-6801		2,300.00	Plat ck & rvw, Bixby road topo	46114	General Expense	N
	39600 Jones Haugh & Smith Inc		2,300.00	1 Transactions			
102	DEPT Total:		2,300.00	Surveyor	1 Vendors	1 Transactions	
103	DEPT			Assessor			
	6032 APG Media of Southern Minnesota LLC						
132	01-103-000-0000-6242		3.15	Property tax homestead notice	1026333	Publishing	N
	6032 APG Media of Southern Minnesota LLC		3.15	1 Transactions			
	4212 Bussler Publishing Inc						
37	01-103-000-0000-6242		145.20	Homestead notice 11/20 ad	37610	Publishing	N
	4212 Bussler Publishing Inc		145.20	1 Transactions			
	3693 Loffler Companies Inc						
141	01-103-000-0000-6410		13.56	Assessor copies	4876093	Office Supplies	N
	3693 Loffler Companies Inc		13.56	1 Transactions			
	5114 Vanguard Appraisals Inc						
33	01-103-000-0000-6301	8	21,390.00	Annual Assessor's service fee	18537	Equip/Software Maint	N
	5114 Vanguard Appraisals Inc		21,390.00	1 Transactions			
103	DEPT Total:		21,551.91	Assessor	4 Vendors	4 Transactions	
104	DEPT			GIS			
	69675 Pro-West & Associates Inc						
28	01-104-000-0000-6260		978.67	LiDAR processing-contours,etc	336	Pro West Consultants/Admin Fee	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		
69675	Pro-West & Associates Inc		978.67	1 Transactions				
104	DEPT Total:		978.67	GIS	1 Vendors	1 Transactions		
105	DEPT			Planning & Zoning				
13000	City Of Blooming Prairie							
58	01-105-000-0000-6805		242.62	Bldg permit reimb - November	December 2024	Bl Pr Reimb-Bldg Permit		N
13000	City Of Blooming Prairie		242.62	1 Transactions				
1051	Dinse/Keith							
74	01-105-000-0000-6265		350.00	Per Diem - Planning Commission	2nd half	Per Diem-Board Member		N
75	01-105-000-0000-6331		50.25	Mileage - Planning Commission	2nd half	Mileage Reimbursement		N
1051	Dinse/Keith		400.25	2 Transactions				
8128	Esplan/Curt							
76	01-105-000-0000-6265		210.00	Per Diem - Planning Commission	2nd half	Per Diem-Board Member		N
77	01-105-000-0000-6331		80.40	Mileage - Planning Commission	2nd half	Mileage Reimbursement		N
8128	Esplan/Curt		290.40	2 Transactions				
8190	Hansen/Daniel M							
78	01-105-000-0000-6265		140.00	Per Diem-Board of Adjustments	2nd half	Per Diem-Board Member		Y
79	01-105-000-0000-6331		30.82	Mileage-Board of Adjustments	2nd half	Mileage Reimbursement		Y
8190	Hansen/Daniel M		170.82	2 Transactions				
8127	Ingvalson/Mike							
80	01-105-000-0000-6265		280.00	Per Diem - Planning Commission	2nd half	Per Diem-Board Member		N
81	01-105-000-0000-6331		101.84	Mileage - Planning Commission	2nd half	Mileage Reimbursement		N
8127	Ingvalson/Mike		381.84	2 Transactions				
38360	Jaster/Steve							
82	01-105-000-0000-6265		210.00	Per Diem-Board of Adjustments	2nd half	Per Diem-Board Member		N
83	01-105-000-0000-6331		38.19	Mileage-Board of Adjustments	2nd half	Mileage Reimbursement		N
38360	Jaster/Steve		248.19	2 Transactions				
8301	Lammers/Greg							
84	01-105-000-0000-6265		350.00	Per Diem - Planning Commission	2nd half	Per Diem-Board Member		N
86	01-105-000-0000-6265		140.00	Per Diem-Board of Adjustments	2nd half	Per Diem-Board Member		N
85	01-105-000-0000-6331		30.15	Mileage - Planning Commission	2nd half	Mileage Reimbursement		N
87	01-105-000-0000-6331		12.06	Mileage-Board of Adjustments	2nd half	Mileage Reimbursement		N

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
8301	Lammers/Greg		532.21	4 Transactions		
9692	Pool/Myron					
88	01-105-000-0000-6265		350.00	Per Diem - Planning Commission	2nd half	Per Diem - Board Member N
89	01-105-000-0000-6331		80.40	Mileage - Planning Commission	2nd half	Mileage Reimbursement N
9692	Pool/Myron		430.40	2 Transactions		
8748	Queen/Lee					
90	01-105-000-0000-6265		280.00	Per Diem - Planning Commission	2nd half	Per Diem - Board Member N
8748	Queen/Lee		280.00	1 Transactions		
5999	Schmidt/Brian					
91	01-105-000-0000-6265		140.00	Per Diem - Board of Adjustments	2nd half	Per Diem - Board Member N
92	01-105-000-0000-6331		28.14	Mileage - Board of Adjustments	2nd half	Mileage Reimbursement N
5999	Schmidt/Brian		168.14	2 Transactions		
8482	Spatenka/Gary					
93	01-105-000-0000-6265		280.00	Per Diem - Planning Commission	2nd half	Per Diem - Board Member N
94	01-105-000-0000-6331		32.16	Mileage - Planning Commission	2nd half	Mileage Reimbursement N
8482	Spatenka/Gary		312.16	2 Transactions		
83500	Steele County Highway Dept					
29	01-105-000-0000-6540		176.72	Fuel	2408	Gas & Oil N
83500	Steele County Highway Dept		176.72	1 Transactions		
3138	Ulrich/Scott					
95	01-105-000-0000-6265		210.00	Per Diem - Board of Adjustments	2nd half	Per Diem - Board Member N
3138	Ulrich/Scott		210.00	1 Transactions		
105	DEPT Total:		3,843.75	Planning & Zoning	13 Vendors	24 Transactions
111	DEPT			Buildings & Grounds		
9075	Access Tonna Lock Service					
1	01-111-041-0000-6300		81.00	Service call for rekey-Annex	3888	Bldg Repairs & Maintenance Y
9075	Access Tonna Lock Service		81.00	1 Transactions		
8115	Ban - Koe Companies					
5	01-111-044-0000-6600		18,576.68	Upgrade fire alarm control	409921	Capital Outlay N

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
8115	Ban-Koe Companies		18,576.68	1 Transactions		
59	9821 ConServ Flag Co		261.60	Flags for bldg flag poles	248700A	Bldg Repairs & Maintenance Y
	01-111-040-0000-6300					
9821	ConServ Flag Co		261.60	1 Transactions		
	8521 From the Ground Up LLC					
65	01-111-040-0000-6380		165.00	Ice control - Admin	36134	Grounds Maintenance Y
66	01-111-041-0000-6380		75.00	Ice control - Annex	36139	Grounds Maintenance Y
68	01-111-043-0000-6380		75.00	Ice control - Atty	36140	Grounds Maintenance Y
67	01-111-042-0000-6380		75.00	Ice control - CH	36152	Grounds Maintenance Y
61	01-111-044-0000-6380		175.00	Ice control - DC	36158	Grounds Maintenance Y
64	01-111-047-0000-6380		75.00	Ice control - Gymnastics	36175	Grounds Maintenance-Gymnastics Y
	8521 From the Ground Up LLC		640.00	6 Transactions		
	52550 MEI Total Elevator Solutions					
71	01-111-040-0000-6300		215.65	Monthly elevator service - Dec	1103936	Bldg Repairs & Maintenance N
70	01-111-042-0000-6300		201.35	Monthly elevator service - Dec	1103937	Bldg Repairs & Maintenance N
	52550 MEI Total Elevator Solutions		417.00	2 Transactions		
111	DEPT Total:		19,976.28	Buildings & Grounds	5 Vendors	11 Transactions
121	DEPT			Veteran Service		
	2072 Gilormini/Rene					
15	01-121-000-0000-6241	8	50.00	NACVSO 2025 membership	10102	Membership Dues N
	2072 Gilormini/Rene		50.00	1 Transactions		
	8821 MACVSO					
20	01-121-000-0000-6241	8	400.00	MACVSO 2025 membership	2025	Membership Dues N
21	01-121-000-0000-6261	8	100.00	MACVSO conf pre-registration	2025	Conference & Training N
	8821 MACVSO		500.00	2 Transactions		
121	DEPT Total:		550.00	Veteran Service	2 Vendors	3 Transactions
201	DEPT			Sheriff		
	5205 ANCOM COMMUNICATIONS INC					
35	01-201-297-0000-6301		7,440.00	Replace batteries @ Bl Prairie	125092	T Bl Pr-Equipment Repairs N
34	01-201-296-0000-6421		7,252.50	Replace batteries at 26th St	125093	T#9 Maintenance Operating Exp-Fuel N

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5205	ANCOM COMMUNICATIONS INC		14,692.50	2 Transactions		
4877	L & L Street Rods & Sport Trucks					
18	01-201-000-0000-6480		4,302.00	New squad equipment - 7422	4139	Non-Capitalized Inventory Y
19	01-201-000-0000-6480		640.00	Remove old equipment - 7406	4142	Non-Capitalized Inventory Y
41	01-201-000-0000-6480		4,222.00	New squad equipment - 7406	4146	Non-Capitalized Inventory Y
42	01-201-000-0000-6480		802.48	Shipping chgs-new squad 7406	4147	Non-Capitalized Inventory Y
4877	L & L Street Rods & Sport Trucks		9,966.48	4 Transactions		
18450	Office of MN IT Services					
25	01-201-000-0000-6210		711.62	Sheriff telecom - October 2024	W24100577	Telephone N
18450	Office of MN IT Services		711.62	1 Transactions		
3162	Safelite Fulfillment Inc					
47	01-201-000-0104-6320		425.56	Repair windshield glass-7425	11/22/24 - 08256	Squad 7404 Maintenance N
3162	Safelite Fulfillment Inc		425.56	1 Transactions		
83500	Steele County Highway Dept					
30	01-201-000-0000-6562		6,639.70	Fuel	2411	Gas & Oil Squads N
83500	Steele County Highway Dept		6,639.70	1 Transactions		
8133	Verizon Wireless - VSAT North					
49	01-201-000-0000-6425		150.00	SC24-000991 tracking location	9022376741	Investigation Expense N
8133	Verizon Wireless - VSAT North		150.00	1 Transactions		
201	DEPT Total:		32,585.86	Sheriff	6 Vendors	10 Transactions
208	DEPT			Coroner		
5357	Bluhm/Christine					
133	01-208-000-0000-6801		418.75	Death investigations - 2	November 2024	General Expense 6
5357	Bluhm/Christine		418.75	1 Transactions		
8048	Edwardsen/Danette Marie					
38	01-208-000-0000-6801		600.00	Death investigations - 3	10/1 - 10/19/24	General Expense 6
39	01-208-000-0000-6801		165.00	MCMEA conf reimbursement	10/4/2024	General Expense 6
135	01-208-000-0000-6801		475.00	Death investigations - 2	November 2024	General Expense 6
8048	Edwardsen/Danette Marie		1,240.00	3 Transactions		
9860	Klapperich/Julie					

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137	01-208-000-0000-6801	625.00	Death investigations - 12	November 2024	General Expense	6
9860	Klapperich/Julie	625.00	1 Transactions			
50965	Meger Funeral Home Inc					
43	01-208-000-0000-6801	150.00	Transport - TPadilla-Ades	SC2024.05	General Expense	Y
50965	Meger Funeral Home Inc	150.00	1 Transactions			
208	DEPT Total:	2,433.75	Coroner	4 Vendors	6 Transactions	
209	DEPT		Snowmobile Enforcement			
10099	M2 Powersports LLC					
23	01-209-000-0000-6410	283.21	2 spare keys for snowmobiles	15142	Office Supplies	N
10099	M2 Powersports LLC	283.21	1 Transactions			
209	DEPT Total:	283.21	Snowmobile Enforcement	1 Vendors	1 Transactions	
251	DEPT		Jail			
4346	Advanced Correctional Healthcare Inc					
128	01-251-000-0000-6269	423.29-	Quarterly reconciliation	ARCM-000841	Site Mental Health Services	6
130	01-251-000-0000-6269	1,918.38	Onsite mental health services	RINV-003872	Site Mental Health Services	6
129	01-251-000-0000-6270	17,388.21	Onsite medical services	RINV-003872	Medical Services	6
131	01-251-000-0000-6270	370.00	Pool management fees	RINV-003872	Medical Services	6
4346	Advanced Correctional Healthcare Inc	19,253.30	4 Transactions			
18450	Office of MN IT Services					
27	01-251-000-0000-6410	91.07	Jail telecom - October 2024	W24100577	Office Supplies	N
18450	Office of MN IT Services	91.07	1 Transactions			
85167	Stewart Sanitation					
143	01-251-000-0000-6254	262.86	Waste pick up 12/1 - 12/31	889552	Garbage Disposal	N
85167	Stewart Sanitation	262.86	1 Transactions			
8247	Summit Food Services LLC					
144	01-251-000-0000-6441	3,467.39	Inmate meals 11/16 - 11/22/24	INIV2000227234	Prisoner Meals	N
146	01-251-000-0000-6418	27.34	Paper products	INV2000227787	Lock-Up Supplies	N
145	01-251-000-0000-6441	3,460.80	Inmate meals 11/23 - 11/29/24	INV2000227787	Prisoner Meals	N
8247	Summit Food Services LLC	6,955.53	3 Transactions			

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
618	Turnkey Corrections					
148	01-251-000-0000-6418	34.14	Indigent fees	14256	Lock-Up Supplies	N
618	Turnkey Corrections	34.14	1 Transactions			
8070	U N X Inc					
149	01-251-000-0000-6560	265.05	Laundry cleaner	2024-93529.00	Janitorial Supplies	N
8070	U N X Inc	265.05	1 Transactions			
4035	Uline Inc					
150	01-251-000-0000-6560	449.36	Mops, handles, cups	185715540	Janitorial Supplies	N
151	01-251-000-0000-6560	34.50	Property seal bag kits	185903273	Janitorial Supplies	N
4035	Uline Inc	483.86	2 Transactions			
251	DEPT Total:	27,345.81	Jail	7 Vendors	13 Transactions	
252	DEPT		Community Corrections			
6821	KEYSTONE INTERPRETING SOLUTIONS IN					
17	01-252-000-0000-6284	200.00	Translator services	M11-00011	Interpreter Services	N
6821	KEYSTONE INTERPRETING SOLUTIONS IN	200.00	1 Transactions			
85300	Streichers Inc					
31	01-252-000-0000-6801	45.98	Gloves	11730189	General Expense	N
85300	Streichers Inc	45.98	1 Transactions			
10102	Titchenal/Jack					
147	01-252-000-0000-5567	75.00	Drug testing fee reimb	12/2/24	Drug Testing	N
10102	Titchenal/Jack	75.00	1 Transactions			
252	DEPT Total:	320.98	Community Corrections	3 Vendors	3 Transactions	
253	DEPT		Law Enforcement Center			
5655	High Point Networks					
69	01-253-000-0000-6600	20,273.68	SCSO project network hardware	261789	Capital Outlay	N
5655	High Point Networks	20,273.68	1 Transactions			
8681	Mohs Contracting Inc					
72	01-253-000-0000-6600	8,366.42	LEC generator upgrades-final	App 6	Capital Outlay	N

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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
8681	Mohs Contracting Inc		8,366.42	1 Transactions		
18450	Office of MN IT Services					
26	01-253-000-0000-6211		79.52	LEC telecom - October 2024	W24100577	Radio And Telephone
18450	Office of MN IT Services		79.52	1 Transactions		
253	DEPT Total:		28,719.62	Law Enforcement Center	3 Vendors	3 Transactions
281	DEPT			Emergency Management		
9151	Advanced First Aid Inc					
2	01-281-000-0000-6199		1,516.00	AED pads & batteries	1124-892	Safety Program
9151	Advanced First Aid Inc		1,516.00	1 Transactions		
281	DEPT Total:		1,516.00	Emergency Management	1 Vendors	1 Transactions
391	DEPT			Environmental Services		
87305	Thompson Sanitation					
123	01-391-000-0000-6548		75,722.74	Recycling contract - November	77823	Recycling
87305	Thompson Sanitation		75,722.74	1 Transactions		
391	DEPT Total:		75,722.74	Environmental Services	1 Vendors	1 Transactions
481	DEPT			Public Health Nursing		
1650	American Lung Association					
152	01-481-461-6066-6383		1,485.00	Youth vaping contract-outreach	06	Contract Services
1650	American Lung Association		1,485.00	1 Transactions		
10084	Cardinal Health 110 LLC					
153	01-481-464-6061-6480		3,207.65	Tubersol - 30 doses	7398981616	Non-Capitalized Inventory
10084	Cardinal Health 110 LLC		3,207.65	1 Transactions		
37025	Innovative Office Solutions LLC					
154	01-481-000-0000-6410		15.62	Hanging folders	4700024	Office Supplies
155	01-481-461-6040-6410		6.49	Folders	4701324	Office Supplies
37025	Innovative Office Solutions LLC		22.11	2 Transactions		
182	Medline Industries Inc					
157	01-481-460-6009-6434		467.20	Test strips, ab pads, saline	2345440859	Medical Supplies

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
156	01-481-464-6061-6464		Safety needles	2345440859	General Supplies & Outreach	N
182	Medline Industries Inc		2 Transactions			
4537	Mn Home Care Association					
158	01-481-460-6009-6241	8	Provider membership dues 2025	300002107	Membership Dues	N
4537	Mn Home Care Association		1 Transactions			
85147	Stericycle Inc					
159	01-481-000-0000-6322		Hazardous waste	8008973162	Service Agreements	N
85147	Stericycle Inc		1 Transactions			
9354	Straight River Taxi					
161	01-481-460-6012-6465		Client taxi svcs - 4 vouchers	168452	Pass Thru - Patient Supplies & Service	N
160	01-481-460-6012-6465		Client taxi svcs - 8 vouchers	186448	Pass Thru - Patient Supplies & Service	N
9354	Straight River Taxi		2 Transactions			
90165	UC Lab					
162	01-481-463-6049-6322		Well water testing	122314	Well Water Service Agreements	N
90165	UC Lab		1 Transactions			
10103	VA CCN Refunds					
165	01-481-460-6008-5563		Overpayment refund	42431100104	Medicare Advantage	N
164	01-481-460-6005-5563		Overpayment refund	42431100192	Veterans Affairs	N
163	01-481-460-6005-5563		Overpayment refund	42431100193	Veterans Affairs	N
10103	VA CCN Refunds		3 Transactions			
481	DEPT Total:		7,086.61	Public Health Nursing	9 Vendors	14 Transactions
502	DEPT			Steele Co Community Ctr		
8521	From the Ground Up LLC					
63	01-502-000-0000-6380		Ice control - Comm Center	36150	Grounds Maintenance	Y
8521	From the Ground Up LLC		1 Transactions			
502	DEPT Total:		75.00	Steele Co Community Ctr	1 Vendors	1 Transactions
521	DEPT			Park And Recreation		
9084	Metro FiberNet LLC					
121	01-521-000-0000-6410		Internet - FS - December	1671311	Operating Supplies/Truck Repairs	Y

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
9084	Metro FiberNet LLC		352.25	1 Transactions		
521	DEPT Total:		352.25	Park And Recreation	1 Vendors	1 Transactions
550	DEPT			Four Seasons		
16860	Custom Communications Inc					
10	01-550-000-0000-6410		497.04	Annual fire alarm inspection	594082	Operating Supplies - Contracts N
16860	Custom Communications Inc		497.04	1 Transactions		
56125	NAPA Auto Parts					
44	01-550-000-0000-6410		14.98	Grease	35584	Operating Supplies - Contracts N
56125	NAPA Auto Parts		14.98	1 Transactions		
9922	Owatonna Ace Hardware					
46	01-550-000-0000-6410		16.98	Grease, storage hanger	1803/5	Operating Supplies - Contracts N
45	01-550-000-0000-6410		59.99	Snow shovel	1829/5	Operating Supplies - Contracts N
9922	Owatonna Ace Hardware		76.97	2 Transactions		
77390	Schilling Supply Company					
48	01-550-000-0000-6410		156.15	Air fresheners, urinal screens	985549	Operating Supplies - Contracts N
77390	Schilling Supply Company		156.15	1 Transactions		
550	DEPT Total:		745.14	Four Seasons	4 Vendors	5 Transactions
601	DEPT			County Ag Society		
8521	From the Ground Up LLC					
60	01-601-000-0000-6386		300.00	Ice control - Fairgrounds	36133	Parking Lot Maintenance Y
62	01-601-000-0000-6386		300.00	Ice control - FS parking lot	36187	Parking Lot Maintenance Y
8521	From the Ground Up LLC		600.00	2 Transactions		
601	DEPT Total:		600.00	County Ag Society	1 Vendors	2 Transactions
602	DEPT			Co-Op Extension		
14420	Culligan Inc					
134	01-602-000-0000-6410		60.17	Water & cooler rent - December	15396671-11302C	Office Supplies N
14420	Culligan Inc		60.17	1 Transactions		
37025	Innovative Office Solutions LLC					

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
16	01-602-000-0000-6410	29.99	Envelopes	4695702	Office Supplies	N
136	01-602-000-0000-6410	80.03	Colored paper,staples,tape,etc	4708857	Office Supplies	N
37025	Innovative Office Solutions LLC	110.02	2 Transactions			
10101	Lermon/Ryan					
138	01-602-000-0000-6260	5.99	Coffee for land rent mtg	Fareway	Extension Programming - Agriculture	N
139	01-602-000-0000-6260	11.49	Cookies for land rent mtg	Hy-Vee	Extension Programming - Agriculture	N
140	01-602-000-0000-6260	5.99	Water for land rent mtg	Hy-Vee	Extension Programming - Agriculture	N
10101	Lermon/Ryan	23.47	3 Transactions			
602	DEPT Total:	193.66	Co-Op Extension	3 Vendors	6 Transactions	
606	DEPT		Soil Conservation			
9510	Steele County SWCD					
142	01-606-000-0000-6801	33,750.00	Allocation - 4th qtr 2024	2024-26	General Expenses	N
9510	Steele County SWCD	33,750.00	1 Transactions			
606	DEPT Total:	33,750.00	Soil Conservation	1 Vendors	1 Transactions	
1	Fund Total:	266,031.07	General Revenue Fund		143 Transactions	

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
631	DEPT			Judicial Ditch 1			
	73300 Rinke-Noonan Attorney at Law						
96	21-631-000-0000-6273		6.68	Ditch atty monthly retainer	382134	Attorney Fees	Y
	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			
	73300 Rinke-Noonan Attorney at Law						
96	21-633-000-0000-6273		6.68	Ditch atty monthly retainer	382134	Attorney Fees	Y
	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			
	73300 Rinke-Noonan Attorney at Law						
96	21-634-000-0000-6273		6.68	Ditch atty monthly retainer	382134	Attorney Fees	Y
	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			
	73300 Rinke-Noonan Attorney at Law						
97	21-635-000-0000-6273		954.50	JD6 hearing review & prep	381552	Attorney Fees	Y
96	21-635-000-0000-6273		6.68	Ditch atty monthly retainer	382134	Attorney Fees	Y
	73300 Rinke-Noonan Attorney at Law		961.18	2 Transactions			
635	DEPT Total:		961.18	Judicial Ditch 6 & Imp	1 Vendors	2 Transactions	
636	DEPT			Judicial Ditch 7			
	73300 Rinke-Noonan Attorney at Law						
96	21-636-000-0000-6273		6.68	Ditch atty monthly retainer	382134	Attorney Fees	Y
	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)			

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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	Service Dates	Paid On Bhf #	On Behalf of Name	
96	73300 Rinke-Noonan Attorney at Law					
	21-637-000-0000-6273	6.68	Ditch atty monthly retainer	382134	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			
96	73300 Rinke-Noonan Attorney at Law					
	21-638-000-0000-6273	6.68	Ditch atty monthly retainer	382134	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			
96	73300 Rinke-Noonan Attorney at Law					
	21-639-000-0000-6273	6.68	Ditch atty monthly retainer	382134	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			
96	73300 Rinke-Noonan Attorney at Law					
	21-640-000-0000-6273	6.68	Ditch atty monthly retainer	382134	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			
96	73300 Rinke-Noonan Attorney at Law					
	21-641-000-0000-6273	6.68	Ditch atty monthly retainer	382134	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			
96	73300 Rinke-Noonan Attorney at Law					
	21-642-000-0000-6273	6.66	Ditch atty monthly retainer	382134	Attorney Fees	Y

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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						
96	21-643-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-644-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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			
73300	Rinke-Noonan Attorney at Law						
96	21-645-000-0000-6273		6.66	Ditch atty monthly retainer	382134	Attorney Fees	Y
73300	Rinke-Noonan Attorney at Law		6.66	1 Transactions			
645	DEPT Total:		6.66	County Ditch 5	1 Vendors	1 Transactions	
646	DEPT			County Ditch 19			
73300	Rinke-Noonan Attorney at Law						
96	21-646-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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			
73300	Rinke-Noonan Attorney at Law						
96	21-647-000-0000-6273		6.66	Ditch atty monthly retainer	382134	Attorney Fees	Y
73300	Rinke-Noonan Attorney at Law		6.66	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
647 DEPT Total:		6.66	County Ditch 20	1 Vendors	1 Transactions
648 DEPT			County Ditch 21		
73300 Rinke-Noonan Attorney at Law					
96 21-648-000-0000-6273		6.66	Ditch atty monthly retainer	382134	Attorney Fees Y
73300 Rinke-Noonan Attorney at Law		6.66	1 Transactions		
9239 SF Enterprises LLC					
98 21-648-000-0000-6305		17,016.00	CD21 clean & replace culvert	1078	Construction And Repairs Y
9239 SF Enterprises LLC		17,016.00	1 Transactions		
648 DEPT Total:		17,022.66	County Ditch 21	2 Vendors	2 Transactions
649 DEPT			County Ditch 22		
73300 Rinke-Noonan Attorney at Law					
96 21-649-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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					
96 21-650-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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					
96 21-651-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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					
96 21-652-000-0000-6273		6.66	Ditch atty monthly retainer	382134	Attorney Fees Y

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21 County Ditch Fund

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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						
96	21-653-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-654-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-655-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-656-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-657-000-0000-6273		6.66	Ditch atty monthly retainer	382134	Attorney Fees	Y
73300	Rinke-Noonan Attorney at Law		6.66	1 Transactions			

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21 County Ditch Fund

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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>	
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						
96	21-658-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-659-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-660-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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						
96	21-665-000-0000-6273		6.66	Ditch atty monthly retainer	382134	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:		18,170.50	County Ditch Fund		32 Transactions	

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38 Capital Outlay Fund

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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>	
111	DEPT			Buildings & Grounds			
	8087 Braun Intertec Eng Inc						
99	38-111-040-0000-6600		247.25	Admin pkg lot-pavement testing	B409772	Capital Outlay - SCAC	Y
	8087 Braun Intertec Eng Inc		247.25	1 Transactions			
111	DEPT Total:		247.25	Buildings & Grounds	1 Vendors	1 Transactions	
502	DEPT			Steele Co Community Ctr			
	1311 Met-Con Construction Faribault Div						
100	38-502-000-0000-6600		61,000.00	Comm Center exterior	36179	Capital Outlay-Community Center	N
	1311 Met-Con Construction Faribault Div		61,000.00	1 Transactions			
502	DEPT Total:		61,000.00	Steele Co Community Ctr	1 Vendors	1 Transactions	
550	DEPT			Four Seasons			
	62900 Owatonna Heating & Cooling Inc.						
101	38-550-000-0000-6600		3,655.00	Locker room furnace	8514	Capital Outlay - Four Seasons	N
	62900 Owatonna Heating & Cooling Inc.		3,655.00	1 Transactions			
550	DEPT Total:		3,655.00	Four Seasons	1 Vendors	1 Transactions	
601	DEPT			County Ag Society			
	71066 R & K Electric Inc						
102	38-601-000-0000-6600		58,444.00	Electrical upgrades-Fairgrds	App 5	Capital Outlay - Fairgrounds	N
	71066 R & K Electric Inc		58,444.00	1 Transactions			
601	DEPT Total:		58,444.00	County Ag Society	1 Vendors	1 Transactions	
38	Fund Total:		123,346.25	Capital Outlay Fund		4 Transactions	

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53 Landfill Fund

Steele County



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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	
398	DEPT		Landfill			
36550	IFACS					
104	53-398-000-0000-6301	36.24	Flange bolt	5349042	Equip Repairs	N
105	53-398-000-0000-6301	4.11	Lynch pin	5349077	Equip Repairs	N
36550	IFACS	40.35	2 Transactions			
58850	Northland Farm Systems					
106	53-398-000-0000-6301	92.26	Valve, cap, clamp & o-ring	75424	Equip Repairs	N
58850	Northland Farm Systems	92.26	1 Transactions			
435	OSI Environmental Inc					
107	53-398-000-0000-6304	100.00	oil filters - 2 drums	20110853	Contract Services	N
435	OSI Environmental Inc	100.00	1 Transactions			
77570	Short Elliott Hendrickson Inc					
124	53-398-000-0000-6625	8,414.83	Air permitting - October	476823	Capital Improvements	N
125	53-398-000-0000-6542	7,355.75	Solid waste planning-October	477760	Testing & Monitoring	N
126	53-398-000-0000-6542	414.87	Landfill services - October	477762	Testing & Monitoring	N
127	53-398-000-0000-6625	11,529.81	Landfill expansion - October	477763	Capital Improvements	N
108	53-398-000-0000-6625	21,383.28	Landfil relocation demo-Oct	477893	Capital Improvements	N
77570	Short Elliott Hendrickson Inc	49,098.54	5 Transactions			
83500	Steele County Highway Dept					
109	53-398-000-0000-6301	2,353.16	Repairs to truck	2405	Equip Repairs	N
111	53-398-000-0000-6380	660.00	Road grading	2405	Grounds Maintenance	N
110	53-398-000-0000-6388	624.85	Hwy labor hours	2405	Labor costs-Highway	N
83500	Steele County Highway Dept	3,638.01	3 Transactions			
9923	Steve James Excavating Inc					
112	53-398-000-0000-6380	234.51	Recycle asphalt	16435	Grounds Maintenance	N
9923	Steve James Excavating Inc	234.51	1 Transactions			
3867	Superior Jetting Inc					
113	53-398-000-0000-6300	7,800.00	Leachate line work	224188	Bldg Repairs & Maintenance	N
3867	Superior Jetting Inc	7,800.00	1 Transactions			
10100	Truck Center Companies					
103	53-398-000-0000-6301	840.14	Fenders & mount kit	XA304174584.01	Equip Repairs	Y

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53 Landfill Fund

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
10100	Truck Center Companies		840.14		1 Transactions	
398	DEPT Total:		61,843.81	Landfill	8 Vendors	15 Transactions
53	Fund Total:		61,843.81	Landfill Fund		15 Transactions
	Final Total:		469,391.63	135 Vendors	194 Transactions	

Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	266,031.07	General Revenue Fund	
	21	18,170.50	County Ditch Fund	
	38	123,346.25	Capital Outlay Fund	
	53	61,843.81	Landfill Fund	
	All Funds	469,391.63	Total	Approved by, ...
				
				

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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
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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

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10 Road & Bridge 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>	
301	DEPT			Administration			
	4879 Shred Right						
23	10-301-000-0000-6410		42.53	Quarterly security console ser	0036262	Office Supplies	Y
	4879 Shred Right		42.53	1 Transactions			
301	DEPT Total:		42.53	Administration	1 Vendors	1 Transactions	
302	DEPT			Road & Bridge Maintenance Expense			
	36550 IFACS						
8	10-302-000-0000-6534		138.84	Hex screws, nuts & bolts	5349069	Supplies - Signing	N
	36550 IFACS		138.84	1 Transactions			
	5010 Loken Excavating & Drainage						
10	10-302-000-0000-6523		2,262.33	452.47 ton washed sand	133955	Supplies - Road Salt & Sand	N
	5010 Loken Excavating & Drainage		2,262.33	1 Transactions			
	3690 Ramy Turf Products						
14	10-302-000-0000-6553		997.50	Permapatch 60	111115	Weed Spray & Vegetation Supplies	Y
	3690 Ramy Turf Products		997.50	1 Transactions			
	9113 RSBS Management Inc						
16	10-302-000-0000-6537		200.00	Fall sweeping - CSAH 23	181853	County Contracts	N
17	10-302-000-0000-6537		165.00	Fall sweeping - CSAH 2	181853	County Contracts	N
18	10-302-000-0000-6537		160.00	Fall sweeping - CSAH 7	181853	County Contracts	N
19	10-302-000-0000-6537		160.00	Fall sweeping - CSAH 6	181853	County Contracts	N
20	10-302-000-0000-6537		300.00	Fall sweeping - CSAH 45	181853	County Contracts	N
21	10-302-000-0000-6537		100.00	Fall sweeping - CSAH 4	181853	County Contracts	N
	9113 RSBS Management Inc		1,085.00	6 Transactions			
302	DEPT Total:		4,483.67	Road & Bridge Maintenance Expense	4 Vendors	9 Transactions	
304	DEPT			Equipment Maintenance & Shops			
	10067 Auto Value Owatonna						
1	10-304-000-0000-6520		98.99	Battery & core return	197001801	Machinery/Vehicle Parts	N
	10067 Auto Value Owatonna		98.99	1 Transactions			
	11215 Central Farm Services						
2	10-304-000-0000-6511		120.00	Manual oil pump	2692522	Maint Shop Supplies & Materials	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	
3	10-304-000-0000-6521		7,208.38	2996 gallons dyed diesel	2974496	Supplies-Diesel Fuel	N
4	10-304-000-0000-6540		10,797.16	5001 gallons of unleaded fuel	2974541	Fuel & Lubricants	N
5	10-304-000-0000-6511		536.25	55 gallons of bulk oil	3201061	Maint Shop Supplies & Materials	N
11215	Central Farm Services		18,661.79	4 Transactions			
2419	Fire Safety USA Inc						
6	10-304-000-0000-6516		430.00	Hose repairs	194378	Equipment Rental & Lease	N
2419	Fire Safety USA Inc		430.00	1 Transactions			
35020	Huber Supply Co Inc						
7	10-304-000-0000-6511		103.00	Cylinder cart	3190230	Maint Shop Supplies & Materials	N
35020	Huber Supply Co Inc		103.00	1 Transactions			
36550	IFACS						
9	10-304-000-0000-6511		4.11	Lynch pin	5349077	Maint Shop Supplies & Materials	N
36550	IFACS		4.11	1 Transactions			
5096	Matheson Tri-Gas Inc						
11	10-304-000-0000-6516		4,415.68	Cylinder leases	0030626105	Equipment Rental & Lease	N
5096	Matheson Tri-Gas Inc		4,415.68	1 Transactions			
4097	Nuss Truck & Equipment						
12	10-304-000-0000-6520		207.06	Moulding	PSO1465363	Machinery/Vehicle Parts	N
13	10-304-000-0000-6520		554.64	Tank, valve, wiper blades	PSO1566501	Machinery/Vehicle Parts	N
4097	Nuss Truck & Equipment		761.70	2 Transactions			
3743	RDO Equipment Co, Inc.						
15	10-304-000-0000-6520		450.30	Front mount broom repairs	W1921902	Machinery/Vehicle Parts	N
3743	RDO Equipment Co, Inc.		450.30	1 Transactions			
77675	Sette Sports Center Inc						
22	10-304-000-0000-6520		147.85	Filters & oil	2202096	Machinery/Vehicle Parts	N
77675	Sette Sports Center Inc		147.85	1 Transactions			
86520	Terminal Supply Company						
24	10-304-000-0000-6511		103.62	Heavy duty cable tie	77406-00	Maint Shop Supplies & Materials	N
86520	Terminal Supply Company		103.62	1 Transactions			
9376	Trueman Welters Inc						

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10 Road & Bridge Fund

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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	
25	10-304-000-0000-6520	238.69	Cross kit & ball collar	IE48003A	Machinery/Vehicle Parts	N
26	10-304-000-0000-6520	242.98	Ball collar	IE48637	Machinery/Vehicle Parts	N
9376	Trueman Welters Inc	481.67	2 Transactions			
99500	Ziegler,Inc					
28	10-304-000-0000-6520	359.43	Flood lamp	0017146333	Machinery/Vehicle Parts	N
29	10-304-000-0000-6520	16.76-	Return connector	CM000239637	Machinery/Vehicle Parts	N
30	10-304-000-0000-6520	47.78	Coupling	CM000239637	Machinery/Vehicle Parts	N
31	10-304-000-0000-6520	269.29-	Return coupling	CM000239637	Machinery/Vehicle Parts	N
32	10-304-000-0000-6520	670.93	Elements & filters	N001646669	Machinery/Vehicle Parts	N
33	10-304-000-0000-6520	223.65	Elements & filters	N001646669	Machinery/Vehicle Parts	N
99500	Ziegler,Inc	1,015.74	6 Transactions			
304	DEPT Total:	26,674.45	Equipment Maintenance & Shops	12 Vendors	22 Transactions	
310	DEPT		Capital Construction			
9217	WHKS & Co					
27	10-310-000-0000-6262	39,647.63	Prof services 074-628-004	52701	Sales Tax Consultants	Y
9217	WHKS & Co	39,647.63	1 Transactions			
310	DEPT Total:	39,647.63	Capital Construction	1 Vendors	1 Transactions	
10	Fund Total:	70,848.28	Road & Bridge Fund		33 Transactions	
	Final Total:	70,848.28	18 Vendors	33 Transactions		

Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	10	70,848.28	Road & Bridge Fund	
	All Funds	70,848.28	Total	Approved by, ...
				
				

PERSONNEL REPORT

December 12, 2024

ACTION ITEMS

1. Personnel Actions:

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

<i>Name</i>	<i>Position/Dept.</i>	<i>Rating/Step</i>	<i>Date</i>
Gregory Jones	Asst. Attorney II / Attorney's office	D61/9	12/09/2024
Sara Hedervare	Case Manager / Public Health	C42/1	12/16/2024
Bobbi Jo Fleming	Case Manager / Public Health	C42/1	12/16/2024

Resignations/Retirements/Terminations/Change in Status:

<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>End Date</i>
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Open Positions-Pending Board Approval:

<i>Position</i>	<i>Department</i>	<i>Notes</i>
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STAFFING STATUS *(Information Only – No Action Required)*

Open Positions - Approved to Fill:

<i>Position</i>	<i>Department</i>	<i>Notes</i>
IT Security Analyst	IT	Working on Job Description
Correctional Officer (2)	Det. Center/Sheriff's Office	Backgrounding
Assistant County Engineer	Highway	Accepted, determining start date
Chief Deputy Recorder	Recorder's Office	Interviewing
Case Manager / Social Worker (2)	Public Health	Backgrounding
Engineering Tech I/II/III	Highway	Recruiting
Technical Clerk II	PT & E	On-hold

Open Positions - In Committee:

<i>Position</i>	<i>Department</i>	<i>Notes</i>
Lead Custodian	Facilities & Grounds	On Hold



Steele County Agenda Item

Request for Board Action

Subject: Contract with Soil & Water for Ditch Inspection Duties

Department: Property Tax & Elections

Committee: Property & Maintenance

Committee Meeting Date: December 5, 2024

Work Session Date: December 12, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

Approve the Contract for Ditch Inspector Services for 2025 with the Soil & Water Conservation District

Recommendation:

Approve the Contract for Ditch Inspector Services for 2025 with the Soil & Water Conservation District

Background (*Including Budget Impact*):

The county has a contract with Soil & Water Conservation District for Ditch Inspector duties and would like to continue this agreement for another year. The Ditch Inspectors are responsible for answering calls from landowners, inspecting the ditch systems and making necessary repairs.

The Ditch Inspectors are requesting an increase for 2025 from \$47/hour to \$50/hour. The last increase was in 2023.

Attachments:

Agreement

STEELE COUNTY CONTRACTED SERVICES - DITCH INSPECTOR

The County of Steele, acting as Drainage Authority, 630 Florence Ave Owatonna, MN hereinafter referred to as the Drainage Authority, and Steele County Soil and Water Conservation District, hereinafter referred to as the “Ditch Inspector”, enter into the Agreement for the period January 1, 2025 until December 31, 2025.

I. Scope of Services

The Drainage Authority agrees to appoint a drainage inspector, pursuant to Minnesota Statutes 103E.065, and the Ditch Inspector agrees to furnish services described as follows:

- Receive and respond to issues or problems regarding the county’s 31 agricultural drainage systems including 11 Judicial, 13 County, and 7 Public Tile Ditches.
- Take calls; answer questions and provide advice to landowners.
- Visit sites and inspect ditches to determine or confirm issues.
- Coordinate other vendors to perform work if needed.
- Interpret maps, engineering data, and statutes to determine work guidance, project specifications and financial responsibilities.
- Work with the Soil and Water Conservation District, Army Corp of Engineers, state departments and County officials regarding issues when appropriate.
- Coordinate vendors to resolve ditch issues within the policies and spending thresholds as established by the Drainage Authority.
- Monitor vendor performance and authorize payment accordingly.
- Facilitate meetings with landowners to resolve ditch maintenance issues affecting larger projects.
- Work closely with landowners when a ditch problem affects multiple landowners.
- Make County Board presentations concerning work that has been completed, status of on-going projects and future work plans.
- Report directly to the Auditor.

The Ditch Inspector agrees to maintain books, records, documents, and other evidence, which sufficiently reflect services, provided through this Agreement. These books, records and documents, and other information relevant to the Agreement, shall be subject at all reasonable times to inspection, review or audit on site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or the State Auditor as appropriate. In addition, all data collected, created, received, maintained or disseminated by the Ditch Inspector pursuant to this agreement is governed by the Minnesota Government Data Practices Act, pursuant to Minn. Stat. §13.05, Subd. 11. The Ditch Inspector agrees to maintain records under this Agreement. The Ditch Inspector shall have the authority to spend up to \$10,000 per ditch per year on any ditch project. For projects greater than \$10,000, the Ditch Inspector will obtain approval from the Drainage Authority prior to work commencing. The Drainage Authority shall remain the decision maker for all ditch policy and the Ditch Inspector shall serve to carry out the ditch related duties identified in this agreement.

The Drainage Authority may duplicate, use and disclose in any manner consistent with the provisions of the Data Privacy Clause in this Agreement, and have others do so, all data delivered under this Agreement.

The Drainage Authority may evaluate the performance of the Ditch Inspector in regard to the provisions of this Agreement at any time. The Drainage Authority reserves the right to authorize independent evaluations under this paragraph.

II. Payment

The Ditch Inspector agrees to perform the described services at the rate of \$50 per hour for a total amount not to exceed \$25,000.00 annually for the term of this Agreement. Also included in this rate are all transportation costs necessary to carry out the responsibilities of this contract. Fractional amounts shall be billed in fifteen-minute increments. Payment is contingent on submission of the following information: dates of service, amount of time worked on each date, and the description of activities by specific county ditch. Other reasonable reimbursable expenses excluding mileage, shall be billed in the same manner.

The Ditch Inspector shall submit an invoice for services purchased on a form acceptable to the Drainage Authority on a quarterly basis. Bills will be submitted within sixty (60) days of the last day of each quarter. Except as provided below, the Drainage Authority shall make payment to the Ditch Inspector within thirty (30) days of the date on which the invoice is received. The Drainage Authority has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoiced services were performed.

III. Indemnity and Insurance

The Ditch Inspector agrees to defend and indemnify the Drainage Authority, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Ditch Inspector's performance of this Agreement. Ditch Inspector agrees to provide certification of liability insurance meeting, at minimum, the liability caps provided by Minn. Stat. §466.04 and workers compensation insurance.

IV. Independent Ditch Inspector Status

Ditch Inspector is an independent Ditch Inspector and nothing herein contained shall be construed to create the relationship of employer and employee between Drainage Authority and Ditch Inspector. Ditch Inspector shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services. Ditch Inspector acknowledges and agrees that Ditch Inspector is not entitled to receive any of the benefits received by Drainage Authority's employees and is not eligible for Worker's or Unemployment Benefits. Ditch Inspector also acknowledges and agrees that no withholdings or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Ditch Inspector and that it is the Ditch Inspector's sole obligation to comply with the applicable provisions of all federal and state tax laws.

VI. Modification of Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Drainage Authority and the Ditch Inspector, and attached to the original of this Agreement.

VII. Default

1. Unless the Ditch Inspector's default is excused under the provisions of this Agreement, the Ditch Inspector, after receipt of notice by the Drainage Authority of any circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the Drainage Authority may authorize in writing) after receipt of notice from the Drainage Authority to cure the specified failure.

2. If the Ditch Inspector fails to remedy the specified condition after notice within the prescribed period of time, then the Drainage Authority may upon written notice immediately cancel the whole or any part of this Agreement.
3. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of authorized representative of the Drainage Authority and attached to the original Agreement.
4. The rights and remedies of the Drainage Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

VIII. Cancellation and Finalization

1. This Agreement or portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by mail or in person.
2. After receipt of a notice of cancellation, and except as otherwise directed, the Ditch Inspector shall:
 - a) Discontinue provision of Purchased Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
 - b) Cancel all orders to the extent that they relate to the performance of Purchased Services cancelled by the notice of cancellation.
 - c) Complete performance of such Purchased Services as shall not have been cancelled by the notice of cancellation.
 - d) Submit a revenue and expense statement for the performance of Purchased Services prior to the effective date of cancellation within thirty (30) days of said date.
 - e) Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the Drainage Authority.

IX. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Ditch Inspector and the County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the Drainage Authority and the Ditch Inspector have executed this Agreement, this ____ day of _____ 2024.

STEELE COUNTY

DITCH INSPECTOR

BY _____
Chair, Steele County Board of Commissioners

BY _____
Title: _____

DATE _____

DATE _____

BY _____
Renae Fry, Steele County Administrator

BY _____
Eric Gulbransen, Steele SWCD Manager

DATE _____

DATE _____



Steele County Agenda Item

Subject: LEC Generator Update/Final Payment

Department: Building & Grounds

Committee Meeting Date: December 5, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as "N/A" or a reason why.

Recommendation:

To approve the Final Payment to Mohs Contracting, Inc for the LEC Generator Update project in the amount of \$8,366.42.

Background (*Including Budget Impact*):

Mohs Contracting, Inc was awarded the contract for the LEC Generator Update project in the amount of \$163,098.00. The project is completed with all punchlist items and closeout documents completed. The final contract amount after change orders was \$167,328.25.

Attachments:

Final Pay Application

TO OWNER/CLIENT:

Steele County Administration
630 Florence Ave.
Owatonna, Minnesota 55060

PROJECT:

LEC Generator Update
204 E Pearl St.
Owatonna, Minnesota 55060

APPLICATION NO: 6

INVOICE NO: 6

PERIOD: 07/01/24 - 07/31/24

PROJECT NO: 24-002

FROM CONTRACTOR:

Mohs Contracting, Inc.
1330 State Ave. NW
Owatonna, Minnesota 55060

VIA ARCHITECT/ENGINEER:

Bob Mickelson (I & S Group, Inc.)

CONTRACT DATE:

CONTRACT FOR: LEC Generator Upgrade

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$163,098.00
2.	Net change by change orders	\$4,230.25
3.	Contract Sum to date (Line 1 ± 2)	\$167,328.25
4.	Total completed and stored to date (Column G on detail sheet)	\$167,328.25
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$167,328.25
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$158,961.83
8.	Current payment due:	\$8,366.42
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$4,230.25	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$4,230.25	\$0.00
Net change by change orders:	\$4,230.25	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Mohs Contracting, Inc.

By: [Signature] Date: 7/24/24

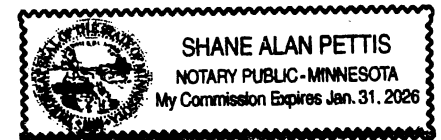
State of: MNCounty of: Steele

Subscribed and sworn to before

me this 31 day of JULY

Notary Public:

My commission expires:



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$8,366.42

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: Bob Mickelson Date: 11/21/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 7/31/2024

PERIOD: 07/01/24 - 07/31/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01 00 00-01 31 00-01 31 13NR.O Supervision	General Conditions	\$34,434.00	\$34,434.00	\$0.00	\$0.00	\$34,434.00	100.00%	\$0.00	\$0.00
2	03 00 00-03 05 00-03 05 00R.O Concrete	Common Work Results For Concrete	\$10,100.00	\$10,100.00	\$0.00	\$0.00	\$10,100.00	100.00%	\$0.00	\$0.00
3	05 00 00-05 57 00-05 57 00NR.O Misc Metals.Other	Misc Metals	\$1,273.00	\$1,273.00	\$0.00	\$0.00	\$1,273.00	100.00%	\$0.00	\$0.00
4	09 00 00-09 29 00-09 29 00R.O Gypsum Board.Other	Gypsum Board	\$2,550.00	\$2,550.00	\$0.00	\$0.00	\$2,550.00	100.00%	\$0.00	\$0.00
5	09 00 00-09 51 00-09 51 00R.O Acoustical Ceilings.Other	Acoustical Ceilings	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$1,350.00	100.00%	\$0.00	\$0.00
6	09 00 00-09 91 00-09 91 00R.O Painting.Other	Painting	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$1,700.00	100.00%	\$0.00	\$0.00
7	22 00 00-22 05 00-22 05 00R.O Common Work Results For Plumbing.Other	Common Work Results For Plumbing	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
8	26 00 00-26 05 00-26 05 00R.O Common Work Results For Electrical.Other	Common Work Results For Electrical	\$93,370.00	\$93,370.00	\$0.00	\$0.00	\$93,370.00	100.00%	\$0.00	\$0.00
9	31 00 00-31 05 00-31 05 00R.O Earthwork and Landscaping	Common Work Results For Earthwork	\$8,621.00	\$8,621.00	\$0.00	\$0.00	\$8,621.00	100.00%	\$0.00	\$0.00
10	32 00 00-32 14 00-32 14 00R.O Unit Paving.Other	Unit Paving	\$5,866.00	\$5,866.00	\$0.00	\$0.00	\$5,866.00	100.00%	\$0.00	\$0.00
11	32 00 00-32 92 00-32 92 00R.O Landscaping	Turf And Grasses	\$2,834.00	\$2,834.00	\$0.00	\$0.00	\$2,834.00	100.00%	\$0.00	\$0.00
TOTALS:			\$163,098.00	\$163,098.00	\$0.00	\$0.00	\$163,098.00	100.00%	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
12	PCCO#001								
12.1	26 00 00-26 05 00-26 05 00R.O Common Work Results For Electrical.Other Electrical Work for PR#1	\$4,028.81	\$4,028.81	\$0.00	\$0.00	\$4,028.81	100.00%	\$0.00	\$0.00
12.2	01 00 00-01 31 00-01 31 28NR.O Construction Fee.Other fee	\$201.44	\$201.44	\$0.00	\$0.00	\$201.44	100.00%	\$0.00	\$0.00
TOTALS:		\$4,230.25	\$4,230.25	\$0.00	\$0.00	\$4,230.25	100.00%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$167,328.25	\$167,328.25	\$0.00	\$0.00	\$167,328.25	100.00%	\$0.00	\$0.00



Steele County Agenda Item

Request for Board Action

Subject: Amended and Restated Ordinance #26 Regulating the Sale of Tobacco Products and Ordinance #39 Prohibiting Smoking in Public Places and Places of Work

Department: Public Health

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: Enter a date.

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Following a Public Hearing, approve amendments to Ordinance #26 Regulating the Sale of Tobacco Products and Ordinance #39 Prohibiting Smoking in Public Places and Places of Work.

Background *(Including Budget Impact)*:

The proposed amendments to Ordinances #26 and #39 were initially presented to the Board at the February 27, 2024 work session, but no action was taken. The draft amendments were revisited during the November 12, 2024 work session ahead of a Public Hearing on the amendments on December 12, 2024. Following the November work session, minor revisions were incorporated:

- 1) Language was added at the beginning and end of each ordinance to indicate that the current versions would be repealed and replaced with new language approved by the Board.
- 2) In Section 7 of Ordinance #39, language submitted by the County Attorney was added to clarify the penalties for subsequent violations of the ordinance.

Pending no objections at the Public Hearing, we recommend these amendments be approved.

Attachments:

Amended & Restated Ordinance No. 26 Regulating the Sale of Tobacco Products

Amended & Restated Ordinance No. 39 Prohibiting Smoking in Public Places and Places of Work

Ordinance Number 26

ORDINANCE REGULATING THE SALE OF TOBACCO PRODUCTS

The County Board of Steele County Ordains:

Section 1. Findings of Fact, Purpose, and Jurisdiction.

Section 2. Definitions.

Section 3. License.

Section 4. Fees.

Section 5. Basis for Denial of License.

Section 6. Prohibited Sales.

Section 7. Responsibility.

Section 8. Compliance Checks and Inspections.

Section 9. Prohibited Furnishing or Procurement.

Section 10. Violations and Penalties.

Section 11. Exceptions and Defenses.

Section 12. Severability and Savings Clause.

Section 13. Effective Date.

Section 1. Findings of Fact, Purpose, and Jurisdiction.

101. Findings of Fact.

Whereas, the sale of commercial tobacco, tobacco-related devices, electronic smoking devices, and nicotine or lobelia delivery products to persons under the age of 21 violates both state and federal laws; and

Whereas, studies have shown that youth use of any commercial tobacco products has increased to 26.4% in Minnesota, nearly 90% of smokers begin smoking before they have reached the age of 18 years, and that almost no one starts smoking after age 25; and

Whereas, commercial tobacco use has been shown to be the cause of many serious health problems which subsequently place a financial burden on all levels of government; and

Whereas, studies show that youth and young adults are especially susceptible to commercial tobacco product availability, advertising, and price promotions in tobacco retail environments.

In making these findings, the Steele County Commissioners accept the conclusions and recommendations of: the U.S. Surgeon General reports, E-cigarette Use Among Youth and Young Adults (2016), The Health Consequences of Smoking – 50 Years of Progress (2014), and Preventing Tobacco Use Among Youth and Young Adults (2012); the Centers for Disease Control and Prevention in their studies Tobacco Use Among Middle and High School Students – United States 2011-2015 (2016), and Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States 1997 (1998); and of the following scholars in these scientific journals: Chen, J. & Millar, W.J. (1998). Age of smoking initiation: implications for quitting. *Health Reports*, 9(4), 39-46; D’Avanzo, B., La Vecchia, C., & Negri, E. (1994). Age at starting smoking and number of cigarettes smoked. *Annals of Epidemiology*, 4(6), 455-459; Everett, S.A., Warren, C.W., Sharp, D., Kann, L., Husten, C.G., & Crossett, L.S. (1999). Initiation of cigarette smoking and subsequent smoking behavior among U.S. high school students. *Preventative Medicine*, 29(5), 327-333; Giovino, G.A. (2002). Epidemiology of tobacco use in the United States. *Oncogene*, 21(48), 7326-7340; Khuder, S.A., Dayal, H.H., & Mutgi, A.B. (1999). Age at smoking onset and its effect on smoking cessation. *Addictive Behaviors*, 24(5), 673-677; Luke, D.A., Hammond, R.A., Combs, T., Sorg, A., Kasman, M., Mack-Crane, A., & Henricksen, L. (2017). Tobacco town: computational modeling of policy options to reduce tobacco retailer density. *American Journal of Public Health*, 107(5), 740-746; Minnesota Department of Health (2018). Data highlights from the 2017 Minnesota Youth Tobacco Survey. Saint Paul, MN; Tobacco Control Legal Consortium. (2006). The verdict is in: findings from *United States v. Phillip Morris. The hazards of smoking*. University of California—San Francisco. Truth Tobacco Industry Documents; Xu, X., Bishop, E.E., Kennedy, S.M., Simpson, S.A., & Pechacek, T.F. (2015). Annual healthcare spending attributable to cigarette smoking: an update. *American Journal of Preventative Medicine*, 48(3), 326-333., copies of which are adopted by reference.

102. **Purpose.** Accordingly, the Steele County Commissioners find and declare that the purpose of this Ordinance is to: (1) regulate the sale of commercial tobacco, tobacco-related devices, electronic smoking devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, (2) protect youth and young adults against the serious health effects associated with use and initiation of these products, and (3) further the official public policy of the state to prevent young people from starting to smoke as stated in Minn. Stat. § 144.391, as it may be amended from time to time.

103. **Jurisdiction.** Pursuant to Minn. Stat. § 145A.04-.05, this Ordinance shall apply throughout all unincorporated areas of Steele County in conformance with the minimum requirements of Minn. Stat. § 461 governing the licensing and regulation of the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products. Nothing in this Ordinance shall prevent other local levels of government within Steele County from adopting more stringent measures. Retail establishments licensed by a

city or township are not required to obtain a second license for the same location under this Ordinance.

Section 2. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them except where the context clearly indicated a different meaning:

- (a) **Child-resistant packaging.** “Child-resistant packaging” shall mean any packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1500.15(b) as in effect on January 1, 2015, when tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.
- (b) **Cigar.** “Cigar” shall mean any roll of tobacco that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece, which is not a cigarette as defined in Minn. Stat. 297F.01, subd. 3, as it may be amended from time to time.
- (c) **Compliance checks.** “Compliance checks” shall mean the system by which the County investigates and ensures that those authorized to sell licensed products are following and complying with the requirements of this Ordinance. Compliance checks may also be conducted by the County or other units of government for educational, research, and training purposes as authorized by state and federal laws. Compliance checks may be conducted by other units of government for the purpose of investigating or enforcing appropriate tribal, federal, state, or local laws and regulations relating to licensed products.
- (d) **Delivery sale.** “Delivery sale” shall mean the sale of any licensed product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the counter sales transaction in a licensed retail establishment. Delivery sale includes but is not limited to the sale of any licensed product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (e) **Electronic smoking device.** An “electronic smoking device” shall mean any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic smoking devices include, but are not limited to devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, vapes, mods, tank systems, disposables, or under any other product name or descriptor. Electronic smoking devices include any component part of a product, whether or not marketed or sold separately. Electronic smoking devices do not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to

be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

- (f) **Imitation tobacco product.** An “imitation tobacco product” shall mean any edible non-tobacco product designed to resemble a tobacco product or any non-edible tobacco product designed to resemble a tobacco product and intended to be used by children as a toy. Imitation tobacco products include but are not limited to candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, and shredded beef jerky in containers resembling tobacco snuff tins. Imitation tobacco products do not include electronic delivery devices or nicotine or lobelia delivery products.
- (g) **Indoor area.** “Indoor area” shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an 18 by 16 mesh count) is not considered a wall.
- (h) **Licensed product.** “Licensed product” refers to any tobacco, tobacco-related device, electronic smoking device, or nicotine or lobelia delivery product.
- (i) **Loosies.** “Loosies” shall mean single or individually packaged single cigarettes, cigars, and any other licensed products that have been removed from their original retail packaging and offered for sale. Loosies do not include individual cigars with a retail price, after any discounts are applied and before any sales taxes are imposed, of at least \$4.00 per cigar. Loosies do not include premium cigars that are hand-constructed, have a wrapper made entirely from whole tobacco leaf, and have a filler and binder made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor.
- (j) **Moveable place of business.** A “moveable place of business” shall refer to any form of business operated out of a truck, van, automobile, kiosk, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for over-the-counter sales transactions.
- (k) **Nicotine or lobelia delivery product.** “Nicotine or lobelia delivery product” shall mean any product containing or delivering nicotine or lobelia, whether natural or synthetic, intended for human consumption, or any part of such a product that is not tobacco or an electronic delivery device as defined in this section. Nicotine or lobelia delivery products do not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

- (l) **Pharmacy.** “Pharmacy” shall mean a place of business at which prescription drugs are prepared, compounded, or dispensed by or under the supervision of a pharmacist and from which related clinical pharmacy services are delivered.
- (m) **Retail establishment.** “Retail establishment” shall mean any place of business where licensed products are available for sale to the public. Retail establishments shall include but not be limited to grocery stores, tobacco product shops, convenience stores, liquor stores, gasoline service stations, bars, and restaurants.
- (n) **Sale.** “Sale” shall mean any transfer of goods for money, trade, barter, or other consideration.
- (o) **Self-service display.** “Self-service display” shall refer to the open display of licensed products in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee’s employee and where a physical exchange of the licensed product from the licensee or the licensee’s employee to the customer is not required to access the licensed products.
- (p) **Smoking.** “Smoking” shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic smoking device.
- (q) **Tobacco product.** “Tobacco product” shall mean any product containing, made, or derived from commercial tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco products do not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.
- (r) **Tobacco-related device.** “Tobacco-related device” shall mean any rolling papers, wraps, pipes, or other device intentionally designed or intended to be used with tobacco products. Tobacco-related device shall include components of tobacco-related devices or tobacco products which may be marketed or sold separately. Tobacco-related devices may or may not contain tobacco.
- (s) **Vending machine.** “Vending machine” shall mean any mechanical, electric or electronic, or other type of device that dispenses licensed products upon payment by any form by the person seeking to purchase the licensed product.

- (t) **Youth-oriented facility.** “Youth-oriented facility” shall refer to any facility with visitors, residents, customers, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facilities include but are not limited to schools, playgrounds, recreation centers, houses of worship, and parks.

Section 3. License.

No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the County.

301. **Application.** An application for a license shall be made on a form provided by the County. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the County deems necessary. Upon receipt of a completed application, the Steele County Property Tax & Elections (PT&E) Director shall forward the application to the Steele County Board of Commissioners for action at its next regularly scheduled Board meeting. If the PT&E Director determines that an application is incomplete, they shall return the application to the applicant with notice of the information necessary to make the application complete.
302. **Action.** The Steele County Board of Commissioners may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the County Board approves the license, the PT&E Director shall issue the license to the applicant. If the County Board denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the decision.
303. **Term.** All licenses issued under this ordinance shall be valid for one calendar year from the date of issue.
304. **Revocation or Suspension.** Any license issued under this ordinance may be suspended or revoked as provided in Section 10. of this ordinance.
305. **Transfers.** All licenses issued under this ordinance shall be valid for only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid.
306. **Moveable Place of Business.** No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this ordinance.
307. **Display.** All licenses shall be posted and displayed in plain view of the public on the licensed premise.
308. **Renewals.** The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but not more than sixty days before the expiration of the current license.

309. **Proximity to Youth-Oriented Facilities.** No license shall be granted under this section to any person for any retail sales of licensed products within 1000 feet of any youth-oriented facility, as measured by the shortest line between the space to be occupied by the proposed licensee and the occupied space of the youth-oriented facility, unless that person has been in business of selling such products in that location before the date this section was enacted into law.
310. **Sales Prohibited by Pharmacies.** The sale of licensed products shall be prohibited in any pharmacy and in any retail establishment that operates or contains an on-site pharmacy. Any pharmacy or retail establishment that operates or contains a pharmacy and that possesses a tobacco retailer license as of the date this ordinance is enacted shall not be eligible for renewal of that license.
311. **Issuance as Privilege and Not a Right.** The issuance of a license under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
312. **Minimum Clerk Age.** Individuals employed by a licensed retail establishment under this ordinance must be at least 21 years of age to sell licensed products.
313. **Smoking Prohibited.** Smoking, including smoking for the purpose of the sampling of licensed products is prohibited within the indoor area of any retail establishment licensed under this ordinance.
314. **Samples Prohibited.** No person shall distribute samples of any licensed product free of charge or at a nominal cost.
315. **Instructional Program.** Licensees must ensure that all employees complete a training program on the legal requirements related to the sale of licensed products and the possible consequences of license violations. Any training program must be pre-approved by the County. Licensees must maintain documentation demonstrating their compliance and must provide this documentation to the County at the time of renewal, or whenever requested to do so during the license term.

Section 4. Fees.

No license shall be issued under this ordinance until the appropriate license fee shall be paid in full. The fee for a license under this ordinance shall be in accordance with the fee schedule adopted by the Steele County Board of Commissioners, as it may be amended from time to time.

Section 5. Basis for Denial of License.

501. The following shall be grounds for denying the issuance or renewal of a license under this ordinance:

(a) The applicant is under the age of twenty-one years.

- (b) The applicant has been penalized within the past five years for any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.
- (c) The applicant has had a license to sell licensed products suspended or revoked within the preceding 12 months of the date of application.
- (d) The applicant fails to provide any information required on the application or provides false or misleading information.
- (e) The applicant is prohibited by Tribal, federal, state, or other local law, ordinance, or other regulation, from holding such a license.
- (f) The business for which the license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.
- (g) Any other suitable reason that the granting of a license to the applicant is inconsistent with public health, safety, and welfare, including the applicant's history of noncompliance with this ordinance and other laws relating to the sale of licensed products.

502. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this ordinance. The County will provide the license holder with notice of the revocation, along with information on the right to appeal.

Section 6. Prohibited Sales.

601. **In General.** It shall be a violation of this ordinance for any person to sell or offer to sell any licensed product.

- (a) By means of any type of vending machine.
- (b) By means of loosies as defined in Section 2. of this ordinance.
- (c) Containing opium, morphine, jimsonweed, bella donna, strychnos, cocaine, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.
- (d) By means of self-service display. No person shall allow the sale of licensed products by any self-service displays where the customer may have access to those items without having to request the item from the licensee or the licensee's employee and where there is not a physical exchange of the licensed product from the licensee or the licensee's employee to the customer. All licensed products must be stored behind the sales counter, in another area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the public.

- (e) By means of delivery sales. All sales of licensed products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
- (f) By any other means, to any other person, or in any other manner or form prohibited by Tribal, federal, state, or other local law, ordinance provision, or other regulation.

602. **Legal Age.** No person shall sell any licensed product to any person under the age of 21.

- (a) **Age Verification.** Licensees must verify by means of government issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older shall not constitute a defense to a violation of this subsection.
- (b) **Signage.** Notice of the legal sales age, age verification requirement, and possible penalties for underage sales must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the county, must be posted in a manner that is clearly visible to anyone who is, or is considering, making a purchase.

603. **Cigars.** No person shall sell or offer to sell:

- (a) Any cigar unless it is within a package containing a minimum of five cigars; and
- (b) Any package of cigars for a sales price of less than \$15.00 per package, after any discounts are applied and before sales taxes are imposed.
- (c) This provision does not prohibit the sale of a single cigar with a sales price of at least \$4.00, after any discounts are applied and before sales taxes are imposed.

604. **Imitation tobacco products.** No person shall sell or offer to sell any imitation tobacco products within the county.

605. **Liquid Packaging.** No person shall sell or offer for sale any liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic smoking device, in packaging that is not child resistant. Upon request, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

606. **Coupon and price promotion.** No person shall accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any licensed products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.

Section 7. Responsibility.

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of licensed products on the licensed premises. The sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the County from also subjecting the employee to any civil penalties that the County deems to be appropriate under this ordinance, state or federal law, or other applicable law or regulation.

Section 8. Compliance Checks and Inspections.

801. All licensed premises must be open to inspection by law enforcement or other authorized County officials during regular business hours.

802. From time to time, but at least twice per year, the County will conduct compliance checks to ensure compliance with all provisions of this ordinance.

803. In accordance with state law, the County will conduct at least one compliance check that involves the participation of a person between the ages of 15 and 17 and at least one compliance check that involves the participation of a person between the ages of 18 and 20 to enter licensed premises to attempt to purchase licensed products. Prior written consent of a parent or guardian is required for any person under the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel.

804. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Section 9. Prohibited Furnishing or Procurement.

It is a violation of this ordinance for any person 21 years of age or older to purchase or otherwise obtain any licensed product on behalf of a person under the age of 21. It is also a violation for any person 21 years of age or older to coerce or attempt to coerce persons under the age of 21 to illegally purchase or attempt to purchase any licensed product.

Section 10. Violations and Penalties.

1001. Violations.

- (a) **Notice.** A person violating this ordinance may be issued, either personally or by mail, a citation from the County that sets forth the alleged violation and that informs the alleged violator of his or her right to a hearing on the matter and how and where a hearing may be requested, including a contact address and phone number.

(b) **Hearings.**

- (i) Upon issuance of a citation, a person accused of violating this ordinance may request in writing a hearing on the matter. Hearing requests must be made within 10 business days of the issuance of the citation and delivered to the County Auditor or other designated County officer. Failure to properly request a hearing within 10 business days of the issuance of the citation will terminate the person's right to a hearing.
- (ii) The County Auditor or other designated County officer will set the time and place for the hearing. Written notice of the hearing time and place will be mailed or delivered to the accused violator at least 10 business days prior to the hearing.

(c) **Hearing Officer.** The Steele County Board of Commissioners shall serve as the hearing officer.

(d) **Decision.** A decision will be issued by the hearing officer within 10 business days of the hearing. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed, will be recorded in writing, a copy of which will be provided to the County and the accused violator by in-person delivery or mail as soon as practicable. If the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, those findings will be recorded and a copy will be provided to the County and the acquitted accused violator by in-person delivery or mail as soon as practicable. The decision of the hearing officer is final, subject to an appeal as described in Section 10.1001.f. of this Ordinance.

(e) **Costs.** If the citation is upheld by the hearing officer, the county's actual expenses in holding the hearing up to a maximum of \$1,000 must be paid by the person requesting the hearing.

(f) **Appeals.** Appeals of any decision made by the hearing officer shall be filed in Steele County district court within 10 business days of the date of the decision.

(g) **Continued Violation.** Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

1002. **Administrative Penalties.**

- (a) **Licensees.** Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative fine of \$300 for a first violation of this ordinance; \$600 for a second offense at the same licensed premise within a 36-month period; and \$1000 for a third offense or subsequent offense at the same location within a 36-month period from the first

violation. Upon the third violation, the license will be suspended for a period of not less than 30 consecutive days and may be revoked. Upon a fourth violation within a 36-month period from the first violation, the license will be revoked.

- (b) **Employees of Licensees and Other Individuals.** Individuals 21 years of age and older who are found to be in violation of this ordinance may be charged an administrative fine of no more than \$50 or required to attend an instructional program regarding the requirements of the tobacco retail licensing ordinance.
- (c) **Persons Under the Age of 21.** Persons under the age of 21 who violate this ordinance may only be subject to noncriminal, non-monetary civil penalties such as tobacco-related education classes, diversion programs, community services, or another penalty that the County determines to be appropriate. The County Board will consult with court personnel, educators, parents, youth, and other interested parties to determine an appropriate consequence for persons under the age of 21 in the County. The penalty may be established by ordinance and amended from time to time.
- (d) **Misdemeanor.** Nothing in this section shall prohibit the County from seeking prosecution as a misdemeanor for any violation of this ordinance by persons of or over the age of 21.
- (e) **Failure to Pay Fine.** Failure to pay a fine within the time ordered by the County Board of Commissioners shall be grounds for revocation or suspension of the license.
- (f) **Statutory Penalties.** If the administrative penalty for violations against licensed retailers under Section 11.B.1 authorized to be imposed by Minn. Stat. § 461.12, as it may be amended from time to time, differ from that established in this section, then the higher penalty will prevail.

Section 11. Exceptions and Defenses.

1101. **Religious, Spiritual, or Cultural Ceremonies or Practices.** Nothing in this ordinance prevents the provision of tobacco or tobacco-related devices to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

1102. **Reasonable Reliance.** It is an affirmative defense to a violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 12. Severability and Savings Clause.

If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or effect the validity and enforceability of any other section or provision of this ordinance.

Section 13. Effective Date.

This Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

ADOPTED by the Steele County Commissioners this _____ day of _____, 2024.



Steele County Agenda Item

Request for Board Action

Subject: Amended and Restated Ordinance #26 Regulating the Sale of Tobacco Products and Ordinance #39 Prohibiting Smoking in Public Places and Places of Work

Department: Public Health

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: Enter a date.

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Following a Public Hearing, approve amendments to Ordinance #26 Regulating the Sale of Tobacco Products and Ordinance #39 Prohibiting Smoking in Public Places and Places of Work.

Background (*Including Budget Impact*):

The proposed amendments to Ordinances #26 and #39 were initially presented to the Board at the February 27, 2024 work session, but no action was taken. The draft amendments were revisited during the November 12, 2024 work session ahead of a Public Hearing on the amendments on December 12, 2024. Following the November work session, minor revisions were incorporated:

- 1) Language was added at the beginning and end of each ordinance to indicate that the current versions would be repealed and replaced with new language approved by the Board.
- 2) In Section 7 of Ordinance #39, language submitted by the County Attorney was added to clarify the penalties for subsequent violations of the ordinance.

Pending no objections at the Public Hearing, we recommend these amendments be approved.

Attachments:

Amended & Restated Ordinance No. 26 Regulating the Sale of Tobacco Products

Amended & Restated Ordinance No. 39 Prohibiting Smoking in Public Places and Places of Work

ORDINANCE NO. 39

Amended and Restated Ordinance Prohibiting Smoking in Public Places and Places of Work

Ordinance #39 was approved and implemented as of January 26, 2016. On December 12, 2024, it was hereby repealed in its entirety and replaced with the following:

The County Board of Steele County Ordains:

Section 1. Findings of Fact, Purpose, and Jurisdiction.

Section 2. Definitions.

Section 3. Smoking Prohibited.

Section 4. Responsibilities of Proprietors

Section 5. Traditional Native American Ceremonies.

Section 6. Other Applicable Laws.

Section 7. Violation and Penalties.

Section 8. Injunctive Relief.

Section 9. Retaliation Prohibited.

Section 10. Severability.

Section 11. Effective Date.

Section 1. Findings of Fact, Purpose, and Jurisdiction.

101. Findings of Fact.

Whereas, smoke from commercial tobacco is a leading cause of disease in nonsmokers and a major source of indoor air pollution. There is no safe level of exposure to commercial tobacco smoke. Secondhand smoke causes heart disease, lung cancer, respiratory infections, decreased respiratory function, low birthweight or pre-term deliveries, and other health problems. Neither the separation of smokers and nonsmokers, nor the introduction of new ventilation systems, can eliminate the health hazards caused by secondhand smoke; and

Whereas, electronic smoking devices, more commonly referred to as electronic cigarettes, e-cigarettes, or vapes closely resemble and purposefully mimic the act of smoking as users inhale aerosolized liquid nicotine, tetrahydrocannabinol (THC), and other substances heated

by an electronic ignition system. Their use in workplaces and public places where smoking is prohibited creates concern and confusion and leads to difficulties in enforcing smoking prohibitions; and

Whereas, scientific research has shown negative health effects related to secondhand exposure to e-cigarette aerosol. In 2014, the American Society for Heating, Refrigeration, and Air Conditioning Engineering published a risk assessment of electronic smoking devices and concluded that “e-cigarettes emit harmful chemicals into the air and need to be regulated in the same manner as tobacco smoking.” They can contain nicotine or THC and detectable levels of known carcinogens and toxic chemicals, like nitrosamines and diethylene glycol, a toxic chemical used in antifreeze. In December 2016, the Surgeon General released a comprehensive review of the public health impact of e-cigarettes on U.S. youth and young adults, finding, in part, that the nicotine contained in e-cigarettes can cause addiction and can harm the developing adolescent brain. In Minnesota, a 2017 Youth Tobacco Survey by the Minnesota Department of Health revealed that 46.2% of non-smoking youth had been exposed to secondhand smoke over the past seven days; and

Whereas, restricting smoking in places of work and public places can help to reduce youth exposure to secondhand smoke and model smoke-free behavior; and

Whereas, the only way to completely protect workers and the public from the health threats of secondhand emissions from electronic cigarettes and other smoking products is to create 100 percent smoke-free workplaces and public places; and

Whereas, a Minnesota community health board has the power and duty to adopt ordinances to regulate actual or potential threats to the public health, define public health nuisances, and provide for their prevention.

102. **Purpose.** Accordingly, the Steele County Commissioners find and declare that the purpose of this Ordinance is to: (1) protect the health, safety, and welfare of the people of Steele County from the adverse effects of secondhand smoke and aerosol and (2) affirm that the right to breathe clean air has priority over allowing people to smoke or use electronic smoking devices.

103. **Jurisdiction.** Pursuant to Minn. Stat. §§ 145A.04-.05 and 144.417, subd. 4, this Ordinance shall apply throughout all unincorporated areas of Steele County and property owned by the County of Steele. Nothing in this Ordinance shall prevent other local levels of government within Steele County from adopting more stringent measures to protect citizens from smoking as defined in this Ordinance.

Section 2. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them except where the context clearly indicated a different meaning. Terms defined in the Minnesota Clean Indoor Air Act but not in this Ordinance have the meaning given to them in the Minnesota Clean Indoor Air Act.

(a) **Electronic smoking device.** An “electronic smoking device” shall mean any product

containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic smoking devices include, but are not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, vapes, mods, tank systems, disposables, or under any other product name or descriptor. Electronic smoking devices include any component part of a product, whether or not marketed or sold separately.

(b) **Indoor area.** “Indoor area” shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an 18 by 16 mesh count) is not considered a wall.

(c) **Minnesota Clean Indoor Air Act.** “Minnesota Clean Indoor Air Act” shall mean Minn. Stat. §§ 144.411-417, as it may be amended from time to time.

(d) **Place of work.** “Place of work” shall mean any indoor area at which two or more individuals perform any type of a service for consideration of payment under any type of contractual relationship, including, but not limited to, an employment relationship with or for a private corporation, partnership, individual, or government agency. Place of employment includes any indoor area where two or more individuals gratuitously perform services for which individuals are ordinarily paid. A place of employment includes, but is not limited to, public conveyances, factories, warehouses, offices, retail stores, restaurants, bars, banquet facilities, theaters, food stores, banks, financial institutions, employee cafeterias, lounges, auditoriums, gymnasiums, restrooms, elevators, hallways, museums, libraries, bowling establishments, employee medical facilities, and rooms or areas containing photocopying equipment or other office equipment used in common. Vehicles used in whole or in part for work purposes are places of employment during hours of operation if more than one person is present. An area in which work is performed in a private residence is a place of employment during hours of operation if:

(1) the homeowner uses the area exclusively and regularly as a principal place of business and has one or more on-site employees; or

(2) the homeowner uses the area exclusively and regularly as a place to meet or deal with patients, clients, or customers in the normal course of the homeowner's trade or business.

(e) **Proprietor.** “Proprietor” shall mean the party, regardless of whether the party is owner or lessee of the public place, who ultimately controls, governs, or directs the activities within the public place. The term does not mean the owner of the property unless the owner ultimately controls, governs, or directs the activities within the public place. The term “proprietor” may apply to a corporation as well as an individual.

(f) **Public place.** A “public place” shall mean any indoor area used by the public, including,

but not limited to, restaurants, bars, any other food or liquor establishment, retail stores and other commercial establishments, schools and other educational facilities, hospitals, nursing homes, daycares, auditoriums, arenas, public transportation, public meetings, meeting rooms, and common areas of rental apartment and condominium buildings.

- (g) **Smoking.** “Smoking” shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic smoking device.

Section 3. Smoking Prohibited.

No person shall smoke:

- (a) In public places or places of work; or
- (b) Within 25 feet of entrances, exits, windows, and ventilation intakes of public places and places of work.

Section 4. Responsibilities of Proprietors

501. The proprietor or other person, firm, limited liability company, corporation, or other entity that owns, leases, manages, operates, or otherwise controls the use of a public place or place of employment shall make reasonable efforts to prevent smoking in the public place or place of employment by:

- (a) Posting appropriate signage on or immediately inside of all outside entrances to the public place or place of work. Signs must be placed at an unobscured location, at a height that will be easily seen by persons entering the establishment; and
- (b) Refusing to serve or service any person acting in violation of this Ordinance; and
- (c) Ensuring that no ashtrays, lighters, matchbooks, smoking papers, pipes (including hookahs), or similar smoking paraphernalia are provided in any area where smoking is prohibited; and
- (d) Asking any person who smokes in an area where smoking is prohibited to refrain from smoking, and, if the person does not refrain from smoking after being asked to do so, asking the person to leave. If the person refuses to leave, the proprietor shall handle the situation consistent with lawful methods for handling other persons acting in a disorderly manner or as a trespasser.

502. The proprietor or other person or entity in charge of a public place, public meeting, public transportation, or place of employment must not provide any equipment that facilitates smoking where smoking is prohibited.

503. Nothing in this Ordinance shall prohibit the proprietor or other person or entity in charge

from taking more stringent measures than those contained in this Ordinance or the Minnesota Clean Indoor Air Act to protect individuals from secondhand smoke or aerosol.

504. The proprietor or other person or entity in charge of a restaurant or bar may not serve an individual who is in violation of this Ordinance.

Section 5. Traditional Native American Ceremonies.

Smoking of traditional, non-commercial tobacco by a Native American as part of a traditional Native American spiritual or cultural ceremony is allowed under this Ordinance. For purposes of this Ordinance, a Native American is a person who is a member of an Indian tribe as defined in Minn. Stat. § 260.755, subd. 12.

Section 6. Other Applicable Laws.

This Ordinance is intended to complement the Minnesota Clean Indoor Air Act, as amended from time to time. Nothing in this Ordinance authorizes smoking, including the use of an electronic smoking device in any location that is restricted by other applicable laws or regulations.

Section 7. Violation and Penalties.

A person of or over the age of twenty-one who violates any provision of this Ordinance shall be guilty of a petty misdemeanor and subject to a fine of up to \$300 for the first offense. Each violation and every day in which a violation occurs or continues constitutes a separate offense. A person of or over the age of twenty-one who violates any provision of this Ordinance within one year of a previous violation shall be guilty of a misdemeanor and subject to a fine up to \$1000 and/or 90 days in jail.

Section 8. Injunctive Relief.

In addition to the penalties provided in Section 7., the County Attorney may bring a civil action against a proprietor or other person in charge of public place or place of work to enjoin repeated or continuing violations of this Ordinance.

Section 9. Retaliation Prohibited.

No proprietor, person, or entity in charge of a public place or place of employment may retaliate or take adverse action against an employee or other person who, in good faith, reports a violation of this Ordinance.

Section 10. Severability.

If any portion of this Ordinance is held unenforceable, then such provision will be modified to reflect the purpose of this Ordinance. All remaining provisions of this Ordinance shall remain in full force and effect.

Section 11. Effective Date.

This Ordinance shall be in full force and effect from and after its passage and publication.

- Original Date: January 26, 2016
- Amended and Restated as of December 12, 2024

Passed and adopted this _____ day of _____, 2024, with the following vote:

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2024.

Steele County Board Chair

ATTEST:



Steele County Agenda Item

Request for Board Action

Subject: Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: November 12, 2024

Board Meeting Date: Enter a date.

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Approve Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places.

Hold a Public Hearing on December 12, 2024 at 5:15 p.m. to receive testimony from all interested parties on the attached ordinance.

Background *(Including Budget Impact)*:

Steele County staff, law enforcement personnel and representatives of Owatonna have been meeting to discuss the possible adoption of an ordinance regulating the use of cannabis and cannabis derived products in public spaces. Owatonna adopted its own ordinance and the language being proposed for board consideration aligns with the ordinance adopted by Owatonna. Both versions include criminal penalties for violation of the prohibition but both the Sheriff's Office and OPD are more likely to engage the violator and provide education before considering a criminal citation. This draft document is being provided to you ahead of the public hearing on the topic. The public hearing is tentatively planned for the December 12, 2024 board meeting.

Attachments:

Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places.

Ordinance Number 41

ORDINANCE REGULATING THE USE OF CANNABIS
AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

The County Board of Steele County Ordains:

Section 1: Purpose and Intent.

Section 2. Definitions.

Section 3. Prohibited Acts.

Section 4. Penalty.

Section 5. Severability.

Section 6. Effective Date.

Section 1: Purpose and Intent.

This Ordinance is adopted by the Steele County Commissioners for the purpose of protecting public health and safety by REGULATING/PROHIBITING the use of Cannabis and cannabis derived products in public places and places of public accommodation within Steele County.

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 (hereinafter referred to “State Legislation”), the Minnesota Legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession and personal growing of cannabis will become legal August 1, 2023.

State legislation authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See State Legislation, Art. 4, Sec. 19 (Minn. Stat. § 152.0263, subd. 5, or successor statute).

The County wishes to be proactive in protecting public health and safety by enacting regulations that will mitigate threats presented to the public by the public use of cannabis.

Steele County (hereinafter “the County”) recognizes the risks that unintended access and use of cannabis products present to the health, welfare, and safety of youth in Steele County.

Section 2. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(a) **Adult-use cannabis flower.** “Adult-use cannabis flower” means cannabis flower that is approved for sale by the Minnesota Office of Cannabis Management or is substantially similar to a product

approved by the office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer products.

(b) **Adult-use cannabis products.** “Adult-use cannabis products” means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(c) **Cannabis flower.** “Cannabis flower” means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(d) **Cannabis product.** “Cannabis product” means any of the following:

- (1) cannabis concentrate;
- (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or
- (3) any other product that contains cannabis concentrate.

(e) **Hemp derived consumer products.**

- (1) “Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:
 - (i) contains or consists of hemp plant parts; or
 - (ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.
- (2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(f) **Lower-potency hemp edible.** A “lower-potency hemp edible” means any product that:

- (1) is intended to be eaten or consumed as a beverage by humans;
- (2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;
- (3) is not a drug;
- (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;
- (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;
- (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
- (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
- (8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(g) **Public place.** A “public place”, means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation, and the grounds of the Steele County Free Fair.

(h) **Place of public accommodation.** “Place of public accommodation” means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.”

(i) **Exceptions to public place or place of public accommodation.** “A public place” or “a place of public accommodation” does not include the following:

- (1) a private residence, including the individual’s curtilage or yard.
- (2) a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
- (3) on the premises of an establishment or event licensed to permit on-site consumption.

(j) **Smoking.** “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

Section 3. Prohibited Acts.

301. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See State Legislation, Art. 1, Sec. 9 (Minn. Stat. § 342.09, subd. 1(2) or successor statute); see also State Legislation, Art. 1, Sec. 9 (Minn. Stat. § 342.09, subd.1 (7)(iii) or successor statute); and State Legislation, Art. 4, Sec. 19 (Minn. Stat. § 152.0263, subd. 5, or successor statute).

302. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See State Legislation, Art. 1, Sec. 9 Minn. Stat. § 342.09, subd. 1 (7)(b)(9) or successor statute.

Section 4. Penalty.

A violation of this ordinance shall be a petty misdemeanor punishable by a fine of up to \$300. Violations of this ordinance shall be prosecuted by the County Attorney. Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.

Section 5. Severability.

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

Section 6. Effective Date.

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

Passed and adopted this _____ day of _____, 2024, with the following vote: Aye _____; No _____; Absent; _____.

Approved and signed this _____ day of _____, 2024.

Steele County Board Chair

ATTEST:



Steele County Agenda Item

Request for Board Action

Subject: Ordinance Regulating Cannabis Businesses

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: November 12, 2024

Board Meeting Date: Enter a date.

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Approve Ordinance Regulating Cannabis Businesses

Hold a Public Hearing on December 12, 2024 at 5:15 p.m. or as soon thereafter as the matter may be heard to receive testimony from all interested parties on the attached ordinance.

Background *(Including Budget Impact)*:

Steele County staff, law enforcement personnel and representatives of Owatonna have been meeting to discuss the possible adoption of an ordinance regulating cannabis businesses. Owatonna is drafting its own ordinance and the language being proposed for board consideration aligns with the ordinance being adopted by Owatonna. This draft document is being provided to you ahead of the public hearing on the topic. The public hearing is tentatively planned for the December 12, 2024 board meeting.

Attachments:

Ordinance Regulating Cannabis Businesses

Ordinance Number 42

ORDINANCE REGULATING CANNABIS BUSINESSES

The County Board of Steele County Ordains:

Section 1: Administration

Section 2: Registration of Cannabis Businesses

Section 3: Requirements for Cannabis Businesses

Section 4: Temporary Cannabis Events

Section 5: Local Government as a Cannabis Retailer

Section 6: Effective Date

Section 1: Administration

101. Findings and Purpose. Steele County makes the following findings:

The purpose of this Ordinance is to implement the provisions of Minnesota Statutes Chapter 342, which authorizes Steele County to protect the public health, safety, and welfare of its residents by regulating cannabis businesses within the legal boundaries of Steele County.

Steele County finds and concludes that the proposed provisions are appropriate and lawful land use regulations for Steele County, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

102. Authority & Jurisdiction

(a) Steele County has the authority to adopt this Ordinance pursuant to:

- i. MINN. STAT. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- ii. MINN. STAT. § 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower- potency hemp edible retail businesses.
- iii. MINN. STAT. § 152.0263, subd. 5, regarding the use of cannabis in public places.
- iv. MINN. STAT. § 394.21, regarding the authority of a local authority to adopt zoning ordinances.

(b) For Steele County jurisdictions subject to county zoning per the Steele County Zoning Ordinance section 401 Steele County will be the registration authority for those jurisdictions unless that jurisdiction opts out of county zoning.

- (c) For Steele County incorporated cities that have not opted into county zoning per the Steele County Zoning Ordinance, those jurisdictions may request that Steele County be the registration authority only through the following procedure:
- i. The jurisdiction submits a letter of interest and a copy of the jurisdiction's cannabis-related zoning ordinances or regulations to the Steele County Property Tax and Elections Director.
 - ii. The Steele County Property Tax and Elections Director shall review the letter and the jurisdiction's submitted ordinances and regulations.
 - iii. If the Steele County Property Tax and Elections Director agrees to be the registration authority for the jurisdiction, delegation of registration will become effective upon receipt of the jurisdiction's delegation opt-in resolution.
 - iv. The jurisdiction must agree to indemnify Steele County, including all costs and attorney's fees, in the event of any legal action arising from the interpretation or application of the jurisdiction's cannabis-related zoning ordinances or regulations, representations of whether a cannabis business complies or does not comply with the jurisdiction's cannabis-related zoning ordinances or regulations, or the jurisdiction's officer's or employee's negligence with respect to the application of the jurisdiction's zoning ordinances or regulations concerning cannabis.
 - v. Once the above requirements are completed, the Steele County Property Tax and Elections Director will provide registration on behalf of the local jurisdiction.
- (d) Delegating registration authority to Steele County in such a manner does not opt a jurisdiction into Steele County zoning. Cities or townships who have delegated registration authority to Steele County may adopt ordinances under paragraph 206, and Sections 3 and 4 below if Steele County has not adopted conflicting provisions.
- (e) Jurisdictions delegating registration authority to Steele County must inform the Steele County Property Tax and Elections Director of any cannabis-related ordinances or regulations passed after delegating registration authority to Steele County. The Steele County Property Tax and Elections Director has the sole discretion whether to act as the registration authority for a jurisdiction. The Steele County Property Tax and Elections Director also has the discretion to terminate its registration authority for a jurisdiction.

103. Severability

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

104. Enforcement

The Steele County Property Tax and Elections Director or his/her designee is responsible for the administration and enforcement of this Ordinance (except for compliance checks conducted by the Steele County Sheriff's Office under paragraph 203.d.). Any violation of the provisions of this Ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by Minnesota law. Violations of this Ordinance can occur regardless

of whether a permit is required for a regulated activity listed in this Ordinance.

104. Definitions

- (a) Unless otherwise noted in this Section, words and phrases contained in MINN. STAT. § 42.01 and the rules promulgated pursuant to any of these acts shall have the same meanings in this Ordinance.
- (b) *Cannabis Cultivation*: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Cultivation includes harvesting cannabis flower from mature plants, packaging and labeling immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transporting cannabis flower to a cannabis manufacturer located on the same premises, and performing other actions described in MINN. STAT. § 342.01 subd. 27 and approved by the Office of Cannabis Management.
- (c) *Cannabis Retail Business*: A retail location of a cannabis retailer, a cannabis mezzobusiness with a retail operations endorsement, a cannabis microbusiness with a retail operations endorsement, a medical cannabis retailer, or a medical combination business. This definition excludes lower-potency hemp edible retailers unless otherwise noted in this Ordinance.
- (d) *Cannabis Retailer*: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product(s) to a consumer and not for the purpose of resale in any form.
- (e) *Daycare*: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- (f) *Lower-potency Hemp Edible*: As defined under MINN. STAT. § 342.01 subd. 50.
- (g) *Office of Cannabis Management*: Minnesota Office of Cannabis Management, referred to as “OCM” in this Ordinance.
- (h) *Preliminary License Approval*: OCM pre-approval for a cannabis business license for applicants who qualify under MINN. STAT. § 342.17.
- (i) *Residential Treatment Facility*: As defined under MINN. STAT. § 245.462 subd. 23.
- (j) *Retail Registration*: An approved registration issued by Steele County to a state- licensed cannabis retail business.
- (k) *School*: A public school as defined under MINN. STAT. § 120A.05 or a nonpublic school that must meet the reporting requirements under MINN. STAT. § 120A.24.

- (l) *State License*: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2: Registration of Cannabis Businesses

201. Consent to registering of Cannabis Businesses

- (a) For the jurisdictions covered by this Ordinance (paragraph 102), no individual or entity may operate a state-licensed cannabis retail business within Steele County without first registering with Steele County.
- (b) Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation per MINN. STAT. § 342.22 subd. 5(e).
- (c) This Section does not apply to a cannabis retail business operated by a Minnesota Tribal government in Indian country, as defined in United States Code, title 18, section 1151.

202. Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, Steele County shall conduct a preliminary compliance check to ensure compliance with local ordinances. Per MINN. STAT. § 342.13(f), within 30 days of receiving a copy of a state license application from OCM, Steele County shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. If a jurisdiction that has delegated registration authority to Steele County receives a state license application from OCM, that jurisdiction shall immediately forward the application to the Steele County Property Tax and Elections Director.

203. Registration & Application Procedure

- (a) Fees.
1. Steele County shall not charge an application fee.
 2. A registration fee, as established in Steele County's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
 3. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under MINN. STAT. § 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
 4. Any renewal retail registration fee imposed by Steele County shall be charged at the time of the second renewal and each subsequent renewal thereafter.
 5. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under MINN. STAT. § 342.11, whichever is less.
 6. A medical combination business operating an adult-use retail location may only be

charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this Section, of the adult-use retail business.

7. All fees collected by Steele County will be retained by Steele County.

(b) Application Submittal.

Steele County shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of MINN. STAT. § 342.22.

1. An applicant for a retail registration shall fill out an application form, as provided by the Steele County Property Tax and Elections Director. Said form shall include, but is not limited to:
 - a. Full name of the property owner and applicant;
 - b. Address, email address, and telephone number of the applicant;
 - c. The address and parcel ID for the property which the retail registration is sought; and
 - d. Certification that the applicant complies with the requirements of local ordinances, including those established pursuant to MINN. STAT. § 342.13.
2. The applicant shall include with the form:
 - a. the registration fee as required in paragraph 201; and
 - b. a copy of a valid state license or written notice of OCM license preapproval.
3. Once an application is considered complete, the Steele County Property Tax and Elections Director shall inform the applicant as such, process the application fees, and review the application for approval or denial.
4. The application fee shall be non-refundable once processed.

(c) Application Approval

1. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under section 2.6.
2. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this Ordinance.
3. A state-licensed cannabis retail business application that meets the requirements of this Ordinance shall be approved.

(d) Annual Compliance Checks.

1. The Steele County Sheriff's Office shall complete at minimum one compliance check

- per calendar year of every cannabis business with a Steele County issued retail registration to assess if the business meets age verification requirements, as required under MINN. STAT. § 342.22 subd. 4(b), MINN. STAT. § 342.24, and this Ordinance.
2. The Steele County Sheriff's Office shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.
 3. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.
 4. Any failures under this Section must be reported to the Office of Cannabis Management.
- (e) Location Change. A state-licensed cannabis retail business shall be required to submit a new application for registration under paragraph 203 above if it seeks to move to a new location still within the legal boundaries of Steele County.

204. Renewal of Registration

- (a) The Steele County Property Tax and Elections Director shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.
- (b) A state-licensed cannabis retail business shall apply to renew registration on a form established by the Steele County Property Tax and Elections Director.
- (c) A cannabis retail registration issued under this ordinance shall not be transferred.
- (d) Renewal Fees. The Steele County Property Tax and Elections Director shall charge a renewal fee for the registration starting at the second renewal, as established in Steele County's fee schedule.
- (e) Renewal Application. The application for renewal of a retail registration shall include, but is not limited to, items required under section 203.b. of this Ordinance.

205. Suspension of Registration

- (a) When Suspension is Warranted.

The Steele County Property Tax and Elections Director may suspend a cannabis retail business's registration if it violates this Ordinance or poses an immediate threat to the health or safety of the public. The Steele County Property Tax and Elections Director shall immediately notify the cannabis retail business in writing the grounds for the suspension.

- (b) Notification to OCM.

The Steele County Property Tax and Elections Director shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the Steele County Property Tax and Elections Director and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

(c) Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The Steele County Property Tax and Elections Director may reinstate a registration if it determines that the violations have been resolved.

The Steele County Property Tax and Elections Director shall reinstate a registration if OCM determines that the violation(s) have been resolved.

(d) Civil Penalties.

Subject to MINN. STAT. 342.22, subd. 5(e) the Steele County Property Tax and Elections Director may impose a civil penalty, as specified in Steele County's Fee Schedule, for registration violations, not to exceed \$2,000.

206. Limiting of Registrations

- (a) If Steele County has one active cannabis retail business registration for every 12,500 residents as determined annually by Minnesota State Demographic Center, the Steele County Property Tax and Elections Director shall not register additional state-licensed cannabis retail businesses. For purposes of determining the number of cannabis retail business registrations for Steele County, if a number under 12,500 remains after applying the 12,500 increments to Steele County's population, that fractional amount is also accorded one active cannabis retail business registration. By way of example, the most recent population calculation for Steele County as of the date of adoption is 37,422. Based on this population, the maximum number of active business registrations in the county is three (3) registrations. This limitation does not include a Minnesota Tribal government operating a cannabis retailer in Indian country, as defined in United States Code, title 18, section 1151, within Steele County.
- (b) In applying this limitation, cannabis retail business applications will be prioritized based upon the date the application is received by the Steele County Property Tax and Elections Director. Applications will be reviewed in the order the applications were received, starting with the earliest received. Incomplete applications or those not following the requirements of this Ordinance will be removed from the order. If applications are received on the same day and those applications outnumber the maximum number of registrations allowed, a committee with the Steele County Property Tax and Elections Director, Steele County Administrator, Steele County Finance Director, the Steele County Sheriff, and the Owatonna Community Development Director as members will select which application(s) to accept. The decision shall be based upon factors such as completeness, feasibility of the proposal, safety, community needs, and distance from

other cannabis retailers.

Section 3: Requirements for Cannabis Businesses

301. Minimum Buffer Requirements

- (a) A cannabis business shall not operate within 1,000 feet of a school. A cannabis business shall not operate within 500 feet of a day care.
- (b) A cannabis business shall not operate within 500 feet of a residential treatment facility.
- (c) A cannabis business shall not operate within 500 feet of a public park that is regularly used by minors, including a playground or athletic field and the Steele County Free Fair grounds.
- (d) A cannabis retail business shall not operate within 1,000 feet of another cannabis retail business.
- (e) All setback distances referenced above will be measured from the property lines for the parcel on which the above-described use is located. Per MINN. STAT. § 462.357 subd. 1e, nothing in paragraph 301 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

302. Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, or hemp-derived consumer products between the hours of 10:00 a.m. and 9:00 p.m., seven days a week.

303. Insurance

No individual or entity may operate a state-licensed cannabis business within the city without first presenting a Certificate of Insurance to the City Administrator's Office as evidence of the following coverages for the location which shall meet the following minimum Limits of Liability:

- (a) Commercial General Liability (CGL)
 - i. 1.5 million each occurrence;
 - ii. \$3 million General Aggregate; and
 - iii. \$3 million Products and Completed Operations aggregate (or Product Liability)
- (b) Workers' Compensation Insurance:
 - i. As required by Minnesota state law;
 - ii. Employer's Liability Insurance;
 - \$500,000 per accident
 - \$500,000 disease policy limit
 - \$500,000 disease each employee

(c) Commercial Auto Insurance:

- i. \$1 million combined single limit including coverage for hired and non-owned vehicles.

303. Advertising

- (a) This Section applies only to areas of Steele County that are covered by the Steele County Zoning Ordinance, including jurisdictions that have opted into Steele County zoning. Jurisdictions that have requested Steele County to register cannabis businesses but have not opted into Steele County zoning must certify to the Steele County Property Tax and Elections Director that a proposed cannabis business complies with its sign requirements.
- (b) Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business. Signs must comply with the requirements of the Steele County Zoning Ordinance, section 1514.

Section 4: Temporary Cannabis Events

401. License or Permit Required for Temporary Cannabis Events

(a) License Required.

A license or permit is required to be issued and approved by the Steele County Property Tax and Elections Director prior to holding a Temporary Cannabis Event.

(b) Registration & Application Procedure

A registration fee, as established in Steele County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

(c) Application Submittal & Review.

The Steele County Property Tax and Elections Director shall require an application for Temporary Cannabis Events.

1. An applicant shall fill out an application form, as provided by the Steele County Property Tax and Elections Director. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant; and
 - ii. Address, email address, and telephone number of the applicant.
2. The applicant shall include with the form:
 - i. The application fee as required in section 4.1.2; and
 - ii. A copy of the OCM cannabis event license application, submitted pursuant to MINN. STAT. § 342.39 subd. 2.
3. The application shall be submitted to the Steele County Property Tax and Elections Director. If the application is deficient with respect to the above requirements, the

Steele County Property Tax and Elections Director shall return the application with a notice of the deficiencies.

4. Once an application is considered complete, the Steele County Property Tax and Elections Director shall inform the applicant as such, process the application fees, and forward the application to the Steele County Sheriff's Office for final approval. The Steele County Sheriff may deny an application if the applicant has not sufficiently planned or detailed feasible safety and security plans.
5. The application fee shall be non-refundable once processed.
6. The application for a license for a Temporary Cannabis Event shall meet the following standards:
 - i. Except for low-potency cannabis edibles, onsite consumption is prohibited.
 - ii. Temporary cannabis events shall only be held between the hours of 10:00 a.m. and 9:00 p.m.
 - iii. Temporary cannabis events are prohibited in residential districts.
 - iv. Temporary cannabis events must comply with the buffer requirements described in section 3.1
 - v. Temporary cannabis events must comply with all requirements detailed in MINN. STAT. § 342.40. The application shall include a detailed plan addressing the requirements of MINN. STAT. § 342.40, subds. 3, 4, 5, 6, 7 and 8.
7. A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
8. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The Steele County Property Tax and Elections Director shall notify the applicant of the standards not met and basis for denial.

Section 5: Local Government as a Cannabis Retailer

501. A municipality may establish, own, and operate a municipal cannabis retail business subject to the restrictions in this Ordinance.

502. A municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under paragraph 206.

503. A municipal cannabis retail store shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 6: Effective Date

This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this _____ day of _____, 2024, with the following vote: Aye _____; No _____; Absent; _____.

Approved and signed this _____ day of _____, 2024.

Steele County Board Chair

ATTEST:



Steele County Agenda Item

Request for Board Action

Subject: Revised Steele County Smoke-Free Grounds Policy

Department: Public Health

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: Enter a date.

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Approve the revised Steele County Smoke-Free Grounds Policy.

Background (*Including Budget Impact*):

The proposed revisions to the Steele County Smoke-Free Grounds Policy were initially presented to the Board at the February 27, 2024 work session, but no action was taken. Due to recent discussions about the County's cannabis use policy, questions regarding the use of tobacco products on the Steele County fairgrounds and areas adjacent to the Four Seasons Centre resurfaced. Following discussions with County staff and the Manager of the Steele County Free Fair Board, it was agreed that a complete prohibition of tobacco use on the fairgrounds would not be advisable. However, all parties agreed on the need for designated smoking areas to be clearly identified with signage, along with additional signage throughout the fairgrounds indicating that smoking, vaping, and other tobacco use are prohibited outside of these designated areas.

The revised policy explicitly states that designated smoking areas are only permitted on the Steele County fairground. All other County-owned grounds and buildings shall remain tobacco-free. Cannabis use is prohibited on all County grounds, including within the designated smoking areas.

These revisions aim to balance accessibility and enforcement while maintaining the health and well-being of all County staff and visitors to County grounds. This revised draft of this policy was revisited during the November 12, 2024 work session ahead of a Public Hearing on December 12, 2024. Pending no objections at the Public Hearing, we recommend this policy be approved.

Attachments:

Revised Steele County Smoke-Free Grounds Policy

STEELE COUNTY SMOKE-FREE GROUNDS POLICY

Section 1. Findings of Fact, Purpose, and Applicability.

Section 2. Definitions.

Section 3. Smoking Prohibited.

Section 4. Designated Smoking Areas.

Section 5. Dissemination.

Section 6. Compliance and Enforcement.

Section 7. Effective Date.

Section 1. Findings of Fact, Purpose, and Applicability.

101. Findings of Fact.

Whereas, Steele County is committed to providing a safe and healthy environment for its employees, residents, and visitors; and

Whereas, commercial tobacco use is a major cause of preventable disease and death; and

Whereas, smoking, other tobacco use, and exposure to second-hand smoke have been found to cause heart disease, cancer, asthma, bronchitis, and other respiratory problems; and

Whereas, electronic smoking devices, more commonly referred to as electronic cigarettes, e-cigarettes, or vapes, closely resemble and purposefully mimic the act of smoking as users inhale aerosolized liquid nicotine, tetrahydrocannabinol (THC), and other substances heated by an electronic ignition system; and

Whereas, the use of electronic smoking devices in locations where smoking is prohibited creates concern and confusion and makes policy enforcement more difficult.

Whereas, the Steele County Commissioners believe the use of commercial tobacco products and electronic smoking devices on County property is detrimental to the health and safety of its employees, residents, clients, and other visitors.

102. Purpose. Accordingly, the Steele County Commissioners find and declare that the purpose of this policy is to regulate the use of commercial tobacco products and electronic smoking devices by Steele County staff and visitors.

103. **Applicability.** This policy applies to all Steele County staff and visitors on Steele County property at all times.

- (a) Organizers and attendees at public or private events on County property are required to abide by this policy. Event organizers are also responsible for communicating and enforcing this policy.
- (b) When County events are conducted off County property, County staff will work with the owner to prohibit smoking and other tobacco use throughout the property.
- (c) This policy also applies to private vehicles parked on County property or parking lots.

Section 2. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them except where the context clearly indicated a different meaning.

- (a) **All times.** “All times” shall mean 24 hours a day, seven days a week.
- (b) **Designated smoking areas.** “Designated smoking areas” shall mean any outdoor area on Steele County property that is clearly separated from County property where smoking is not permitted and marked with signage designating it as a space where individuals may use tobacco products and electronic smoking devices. Cannabis products are prohibited in these areas.
- (c) **Electronic smoking device.** An “electronic smoking device” shall mean any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic smoking devices include, but are not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, vapes, mods, tank systems, disposables, or under any other product name or descriptor. Electronic smoking devices include any component part of a product, whether or not marketed or sold separately. Electronic smoking devices do not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.
- (d) **Property.** “Property” shall mean all Steele County facilities, grounds, parks, and recreational areas; the Four Seasons Centre; the Steele County fairgrounds; and property (including vehicles) owned, leased, rented, contracted, used, or controlled by Steele County. Property does not include Steele County Highway right of way.
- (e) **Smoking.** “Smoking” shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that

is intended for inhalation. Smoking also includes carrying or using an activated electronic smoking device.

- (f) **Staff.** “Staff” shall mean any person employed by Steele County in a full- or part-time capacity, or any position contracted for or otherwise employed, with direct or indirect monetary wages or profits paid by Steele County, or any person working on a volunteer basis. The term includes but is not limited to elected and appointed officials, personnel, volunteers, contractors, consultants, and vendors.
- (g) **Tobacco product.** A “tobacco product” shall mean any product containing, made, or derived from commercial tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to: cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.
- (h) **Visitor.** A “visitor” shall mean any person who is not a County staff person, including customers and clients, during such time as the person is on County property.
- (i) **Working hours.** “Working hours” shall mean an employee’s paid work time, including paid work breaks. Working hours includes paid travel or paid time for off-site conferences, events, and meetings.

Section 3. Smoking Prohibited.

- 301. The use of tobacco products and electronic smoking devices is prohibited at all times within and on Steele County property, except in designated smoking areas.
- 302. The sale, distribution, advertising, sponsorship, and promotion of tobacco products is prohibited at all times within and on all Steele County property.
- 303. Steele County staff are prohibited from using tobacco products and electronic smoking devices during working hours, whether on or off County property.

Section 4. Designated Smoking Areas.

- 401. Designated smoking areas are permitted only on the Steele County fairgrounds.
- 402. Pursuant to Steele County Ordinance 39 Prohibiting Smoking in Public Places and Places of Work, designated smoking areas must be located at least 25 feet from entrances, exits, windows, and ventilation intakes of public places and places of work.

403. All designated smoking areas require approval from the Steele County Commissioners.
404. Pursuant to Minn. Stat. § 4620.0500, designated smoking areas must meet minimum requirements for signage and boundaries clearly identifying and separating the designated smoking area from County property where smoking is not permitted.
405. Designated smoking areas must be clearly labeled on official Steele County fairgrounds maps, including those produced by the Four Seasons Centre and the Steele County Free Fair.
406. Pursuant to Steele County Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places, the use of cannabis products is prohibited in public places, including designated smoking areas on the Steele County fairgrounds.

Section 5. Dissemination.

501. Steele County will inform all staff and visitors of this policy and support compliance with this policy by providing staff with access to tobacco cessation resources.
502. A variety of methods will be used to communicate this policy to staff and visitors, including but not limited to signage, announcements at events, and information on the County website.

Section 6. Compliance and Enforcement.

601. All staff are authorized and encouraged to communicate the terms of this policy with courtesy and diplomacy and to report any violations of this policy to their immediate supervisor or other appropriate manager.
602. Any person in violation of this policy will be informed of the policy and asked to comply.
603. Staff in violation of this policy may be subject to discipline in accordance with the Steele County employee handbook. Employees may be referred to Human Resources to review cessation resources. Disciplinary measures may include a verbal or written reprimand, a negative report in an employee's record, a suspension, or termination of employment.
604. Steele County will make use of several tools to investigate an alleged violation of this policy including but not limited to direct observation of use of a tobacco product by staff, testimony of witnesses, or the presence of a strong odor of tobacco or aerosol, or visible tobacco smoke or aerosol.
605. Visitors who do not comply with this policy will be informed of the policy and may be asked to leave the property if they refuse to comply.

Section 7. Effective Date.

This Policy shall be in full force and effect from and after its passage and approval and publication, as required by law.

ADOPTED by the Steele County Commissioners this _____ day of _____, 2024.

STEELE COUNTY PERSONNEL AGENDA ITEM

December 12, 2024

DECEMBER EMPLOYEE ANNIVERSARIES

(Information Only – No Action Required)

Anniversaries:

<i>Name</i>	<i>Position-Dept</i>	<i>Anniversary</i>	<i>Yrs. Service</i>
Whitney Farr	Care Coordinator/Case Manager – PH	December 1 st	1
Jesse Steneman	Corporal – Detention Center	December 2 nd	11
Kristin Otto	Legal Admin Asst – Attorney’s Office	December 4 th	7
Christine Laue	Technical Clerk I – Auditor’s Office	December 7 th	4
Josh Andrist	Senior Mechanic – Highway Dept	December 7 th	9
Lacy Standke	Assessment Technician – Assessor’s Office	December 7 th	15
Kimberly Saenz Juarez	Correctional Officer – Detention Center	December 11 th	1
Grant Bahl	Appraiser I – Assessor’s Office	December 12 th	2
Patrick Zeman	Maintenance Tech – Highway	December 14 th	4
Jake Rysavy	Director of Facilities & Fleet – F & F	December 16 th	5
Lesla Hullopeter	Chief Deputy Recorder – Recorder’s Office	December 17 th	15
Jacob Miller	Deputy Sheriff – Sheriff’s Office	December 21 st	9
Lisa Risch	Records Specialist – Detention Center	December 26 th	12
Scott Mittelstaedt	Landfill Operator – Landfill	December 31 st	6



Steele County Agenda Item

Subject: 2025 Budget/Tax Levy Resolution

Department: Finance

Committee Meeting Date:

Board Meeting Date: December 12, 2025

Consent Agenda: ☐ Yes ☒ No

Resolution: ☒ Yes ☐ No

Policy Committee Recommendation:

Recommendation:

Adopt resolution to set the 2025 levy at \$30,303,710 and budget of \$70,753,408

Background(Including Budget Impact):

Attached is the resolution to set the 2025 budget and tax levy. The tax levy is an increase of \$909,258 or 3.1% increase from the prior year's levy. The budget amounts to \$70,753,408 for 2025.

Attachments:

TNT Presentation

2025 Budget/Tax Levy Resolution

Steele County 2025 Truth In Taxation Public Hearing

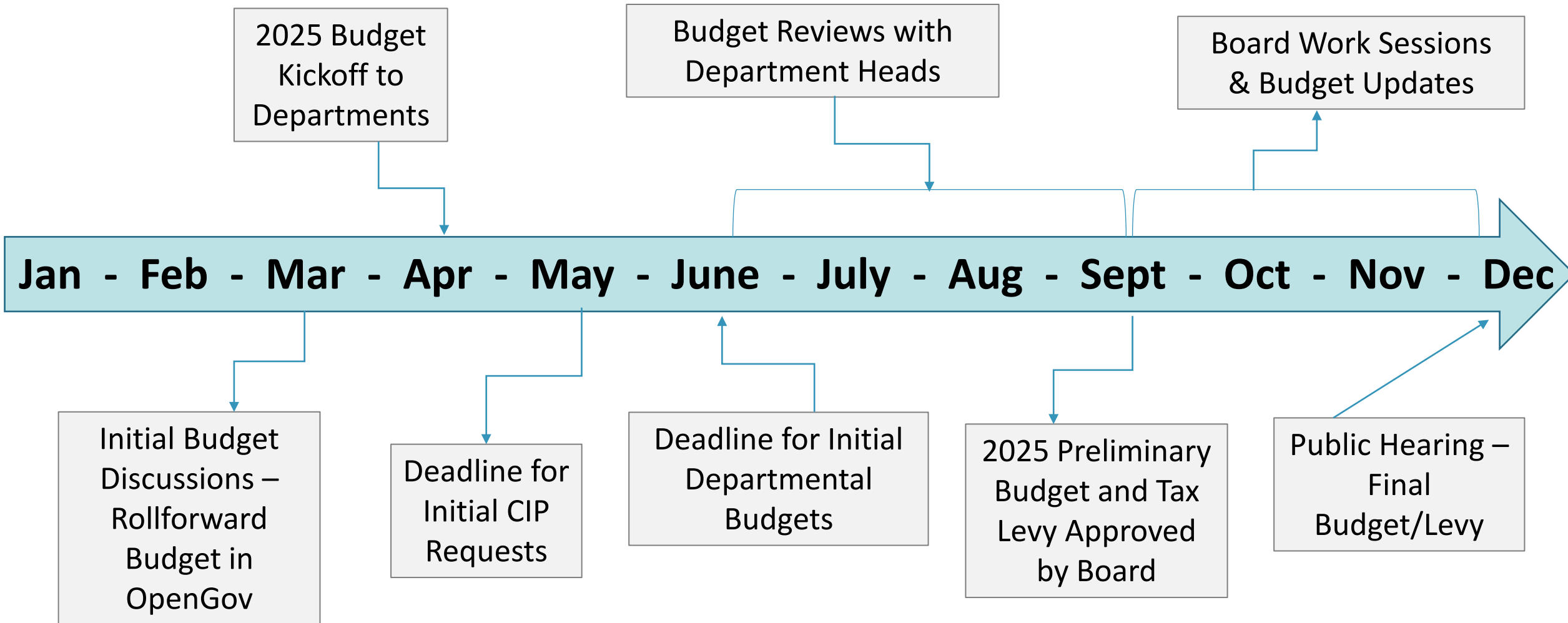
*Renae Fry and Candi Lemarr
Administrator and Finance Director
December 4, 2024
6:00 PM*



Meeting Purpose

- The purpose of this meeting is to present budget and levy information and conduct a public hearing for the 2025 budget per Minnesota State Statute 275.065.
- *If anyone has questions or concerns regarding changes in your property value or classification, that specific matter needs to be discussed with the County Assessor's Office.*

2025 Budget Timeline



Challenges and Opportunities

➤ Mission Statement: Driven to deliver quality services in a respectful and fiscally responsible way

- Meeting public expectations about service delivery in the most cost-effective manner

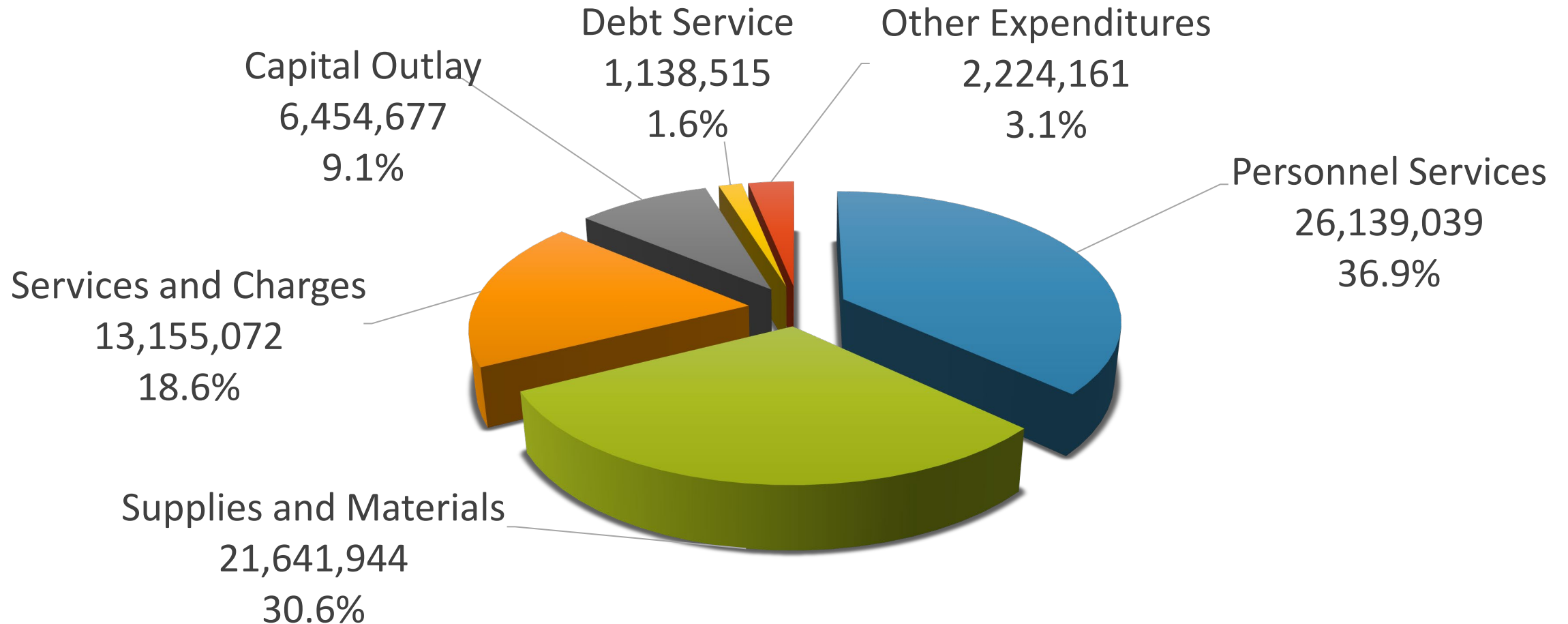
➤ Challenges

- Personnel services – competitive labor market, rising health insurance costs
- Increased volume and sophistication of cyber security threats
- Rising costs in supplies, utilities and building materials due to inflation

➤ Opportunities

- American Rescue Plan Act (ARPA) Funding to be used for future capital outlay
- Adequate Reserves
- Increased fundings from the state – County Program Aid

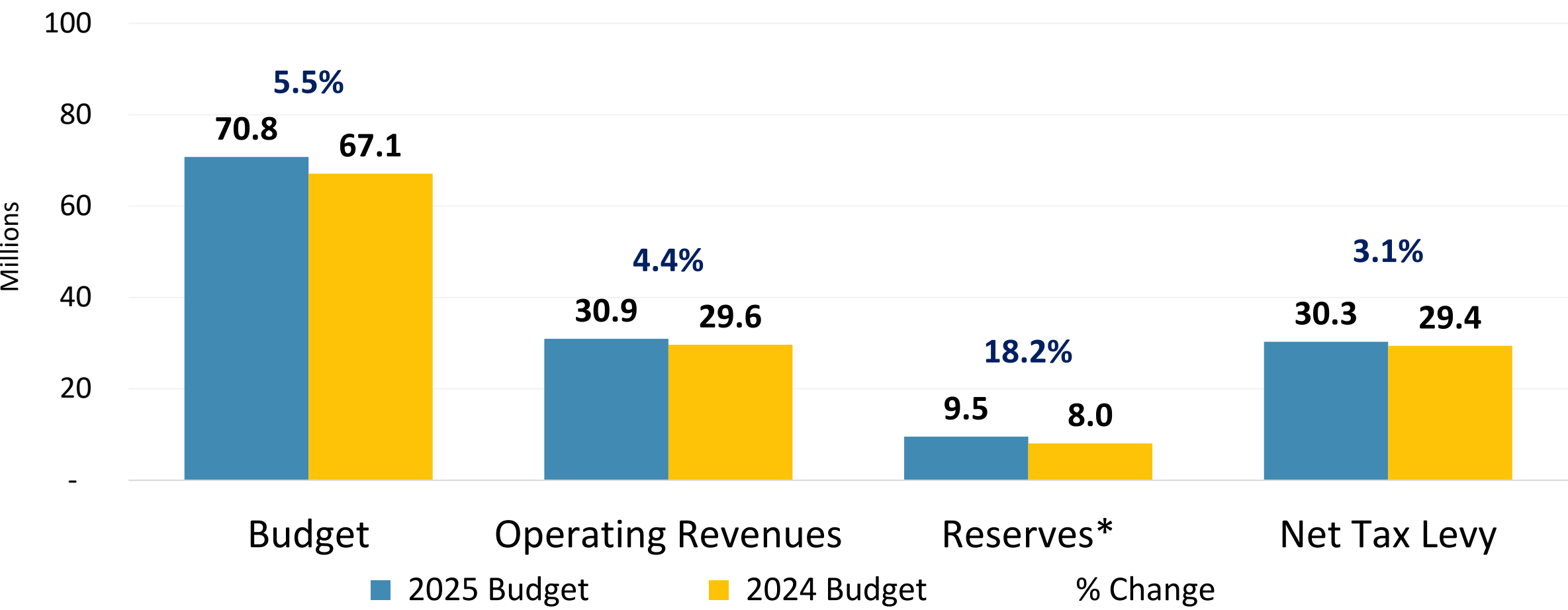
2025 Budget by Category



Major Capital Projects

Facility	Description	Project Cost	Amount Levied
Four Seasons	Replace Roof – Both Arenas	\$2,200,000	\$ -
Landfill	Construction of Garbage Cell & Equipment Purchases	1,819,000	-
Highway	Various Equipment	923,000	716,000
Property Tax & Elections	Poll Pads and Auto Marks	300,000	-
Community Corrections	Building for CCA – Additional Funds	284,000	-
Four Seasons	Electric Zamboni	160,000	75,000
Four Seasons	Upgrade Rooftop RTU's	125,000	-

Comparative Summary of Budgets and Tax Levies



*Includes use of general fund reserves, capital project fund reserves, landfill Reserves, and sales tax reserves

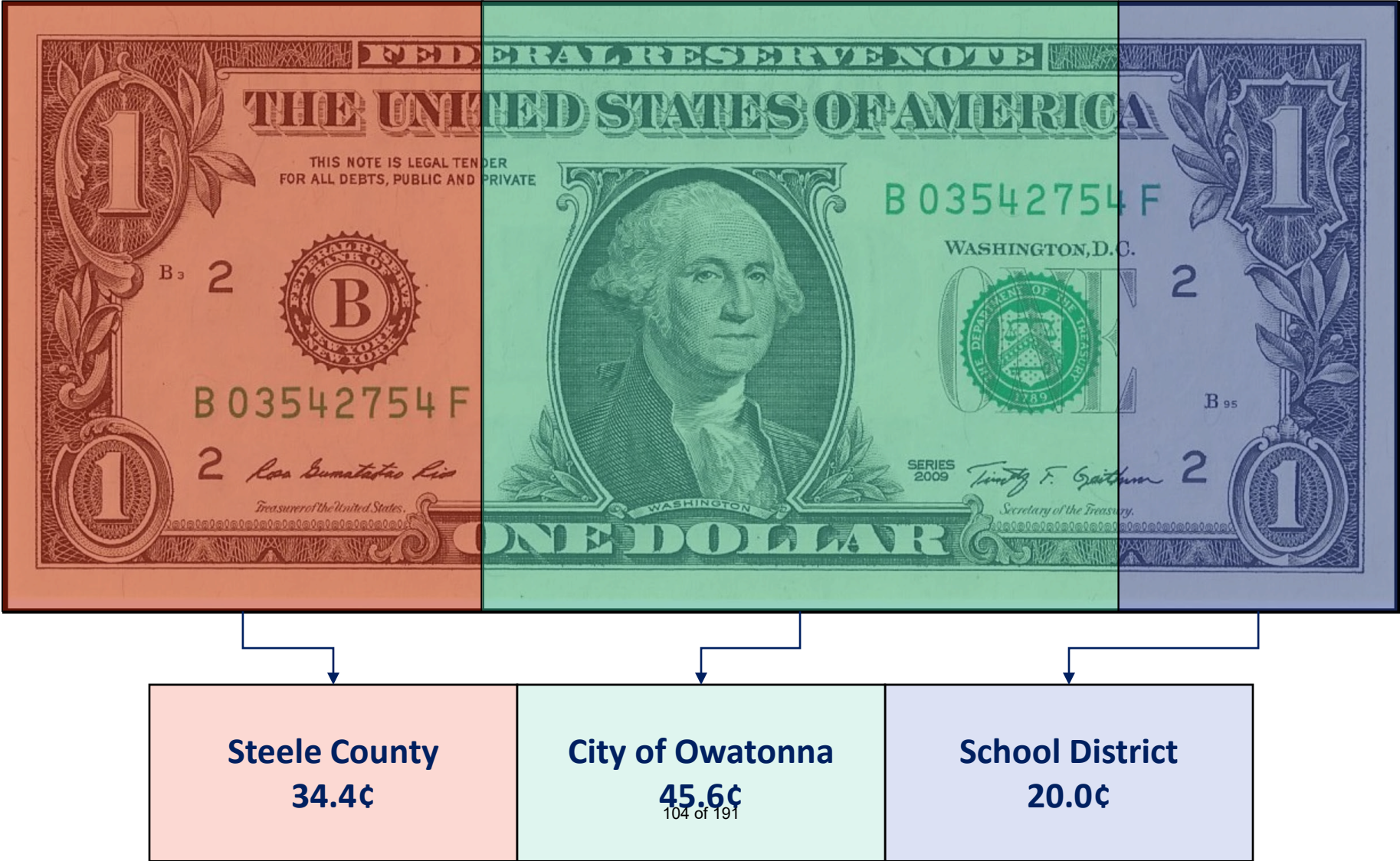
Residential Tax Levy Impact – Steele County Property Tax

Property Tax Levy Increase	Estimated Market Value (EMV)		
3.1%	\$ 200,000	\$ 400,000	\$ 600,000
2024 Steele County Property Tax	816	1801	2,822
2025 Est. Steele County Property Tax	758	1,721	2,762
Estimated Change in Property Tax	(58)	(80)	(60)

- Estimates include a 5.35% increase in the tax capacity
- Assumes the property is homestead – and includes new homestead exclusion figures for 2025.
- Assumes the Estimated Market Value (EMV) remains constant from 2024 to 2025 tax year

2025 Property tax Levy Allocation

For every dollar of property tax collected for a resident within the City of Owatonna, the tax is allocated/paid to these entities



Steele County's 2025 Property Tax Levy

\$ 30.3 Million

How does the County plan to spend each tax dollar received?



**Highway
8.5¢**

**Health
4.5¢**

**Public Safety
36.9¢**

**Debt Service
3.4¢**

**Human
Services
19.1¢**

**General
Government
20.7¢**

**GF Capital
Projects
3.3¢**

**All Other
Functions
3.6¢**

Additional Budget Information

Additional budget information can be accessed anytime

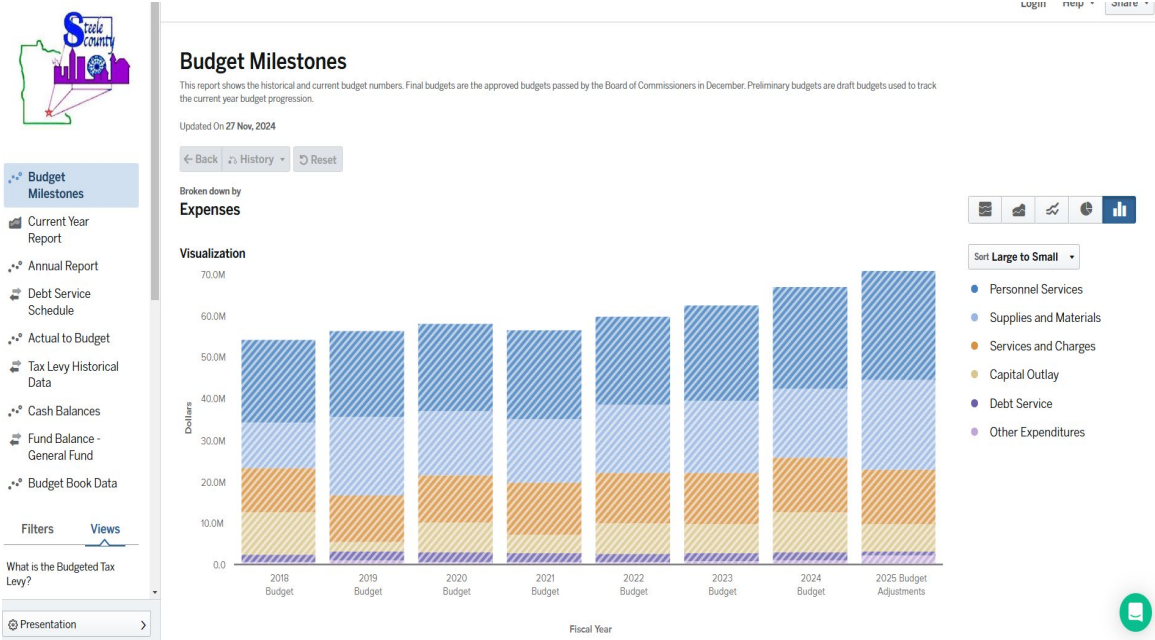
On the website

www.co.steele.mn.us



On OpenGov

<https://costeelemn.opengov.com/>





Public Comments/Questions?

RESOLUTION
Steele County
2025 Final Budget and Tax Levy

WHEREAS, Minnesota Statutes 275.065 requires the County Board to adopt a final property tax levy, and

WHEREAS, Minnesota Statutes 275.065 requires the County Board to conduct a public hearing prior to the adopting of its final property tax levy, and

WHEREAS, the budget requests, revenue projections, levy data and needs of Steele County have been duly considered, and

NOW THEREFORE BE IT RESOLVED, the Steele County Board of Commissioners approves the following 2025 tax levy totaling \$30,303,710. The 2025 tax levy and budget are detailed as follows:

	<u>Tax Levy</u>		<u>Budget</u>
General Government	\$ 27,950,972		\$ 37,625,399
Opioid Settlement	-		100,000
Road & Bridge	2,800,286		23,401,576
Ditch Fund	-		300,000
Bixby Sewer District	-		11,440
Bonded Debt	1,138,515		1,138,515
Capital Improvements	1,107,713		4,337,666
Landfill	-		3,638,512
Other Trust Funds	-		300
SUBTOTAL	32,997,486		70,553,408
Public Library	200,000		200,000
(excluding cities of Owatonna and Blooming Prairie)			
TOTAL TAX LEVY	33,197,486		
Less: County Aid	<u>(2,893,776)</u>	TOTAL	
		CERTIFIED	
TOTAL CERTIFIED TAX LEVY	<u><u>\$ 30,303,710</u></u>	BUDGET	<u><u>\$ 70,753,408</u></u>

BE IT FURTHER RESOLVED, the Minnesota State Statutes allow less than 105% of the current principal and interest due, provided sufficient funds have been accumulated for the applicable debt payments and because sufficient funds are unavailable, the debt service levy will be increased as indicated in the table below:

	<u>Scheduled Levy</u>	<u>Proposed Levy</u>
2020A - G.O. CIP Bond		
Detention Center HVAC & LED Lighting	\$ 327,700	\$ 344,085
2018A - G.O. CIP Bond		
Public Works Facility Construction	<u>756,600</u>	<u>794,430</u>
Totals	<u>\$ 1,084,300</u>	<u>\$ 1,138,515</u>

The above resolution was presented by Commissioner _____ who moved its adoption, duly seconded by Commissioner _____. Upon the vote being taken there were ____ Ayes, ____ Nays, and ____ absent and not voting.

STEELE COUNTY
BOARD OF COMMISSIONERS

Jim Abbe, Chair

CERTIFICATION

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 of Commissioners on the 12th day of December 2024.

Steele County



Steele County Agenda Item

Subject: Petty Cash and Cash Change

Funds Department: Finance

Committee Meeting Date:

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☒ Yes ☐ No

Policy Committee Recommendation:

Recommendation:

Adopt resolution to appropriate petty cash and cash change fund to listed departments

Background (*Including Budget Impact*):

The attached resolution is to appropriate cash for petty cash and change funds to the respective departments listed.

Attachments:

Resolution – Petty Cash/Cash Change Funds

RESOLUTION

Petty Cash/Cash Change Funds

BE IT RESOLVED, that the following amounts be appropriated for Petty Cash/Change Funds to the following listed departments as custodians of these funds in Steele County for 2025:

Department	Petty Cash	Change Fund
Treasurer	\$ 275	\$ 225
Recorder		200
LEC - Records Dept		200
Sheriff's Advance	200	
Sheriff's Civil	50	
Planning & Zoning		100
Four Seasons		100
Public Health		25
Road & Bridge		50
Landfill	250	250
Totals	\$ 775	\$ 1,150

Chairman

Steele County: Administrator

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the County Board of said County on the 12th day of December, 2024.

Steele County: Administrator



Steele County Agenda Item

Request for Board Action

Subject: Finance Department Authorization to write-off bad debt

Department: Finance Department

Committee: Choose an item.

Committee Meeting Date:

Work Session Date: December 12, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as "N/A" or a reason why.

Recommendation:

Board to authorize Candi Lemarr, Finance Director to financially write-off the attached bad debts in the amount of \$2,449.53 for the Public Health department services as they are outside the Statute of Limitations for debt collection Minn. Stat. § 541.05, subd. 1 has a 6 year limitation

Background (*Including Budget Impact*):

The attached are bad debts that need to be written off as uncollectible due to being beyond the statute of limitations. Please see details in the attached documentation.

Attachments:

Chart of Bad debts

<u>Spenddown/Waiver Obligation/Private Pay Owed</u>					
<u>Account Number</u>	<u>Total Amount Owed</u>	<u>Paysource</u>	<u>Date of Beginning Balance (month-Year)</u>	<u>Date of Final Balance (month - Year)</u>	<u>Comments</u>
8448	\$450.00	Private Pay	Jan-18	Mar-18	Refused service
8091	\$1,929.22	Waiver Obligation - EW	Jul-17	Oct-18	Discharged to hospital
4852	\$17.85	Waiver obligations	Jun-16	Jan-17	
522	\$6.20	Waiver obligations - CADI	Apr-17	May-17	Deceased
1455	\$4.61	Waiver obligations - EW	Mar-17	Mar-17	Nursing home
7140	\$3.10	Waiver obligations - EW	Mar-17	Mar-17	Deceased
1418	\$38.55	Waiver obligations - EW	Oct-17	Oct-17	
Total	\$2,449.53				



Steele County Agenda Item

Subject: Body Art Establishment License

Department: Public Health

Committee Meeting Date: December 11, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

Recommendation:

Renewal of Body Art Establishment License for Seven Tattoo Parlor, Irish Eyes Studio and Thee Dragon's Lair.

Background (*Including Budget Impact*):

Facilities were inspected by Steele County Public Health on November 26th, 2024. All facilities passed inspections.

Attachments:

Application for a Body Art Establishment License

Seven Tattoo Parlor

Irish Eyes Studio

Thee Dragon's Lair

APPLICATION FOR A BODY ART ESTABLISHMENT LICENSE

Steele County Public Health, 635 Florence Ave, Owatonna, Minnesota 55060
507 444-7650

LICENSEE: Three Dragons Lair LIC. FEE: \$500.⁰⁰
EST. NAME: Three Dragons Lair TELEPHONE: 507-451-8441
ADDRESS: 1154 S Oak ave

PLEASE CHECK THE TYPE OF LICENSE(S):

Permanent Establishment (\$500/year) ☒

Mobile Unit/Temporary Event(s) (\$50/year for single event or \$100/year for multiple events) _____

AS PROVIDED BY ORDINANCE NO. 35 OF STEELE COUNTY, I, Ben Hrnair
MAKE APPLICATION FOR LICENSE TO OPERATE A BODY ART ESTABLISHMENT STATED HEREIN FOR THE PERIOD
BEGINNING JANUARY 1, 2024, TO DECEMBER 31, 2024, SUBJECT TO ALL PROVISIONS OF SAID ORDINANCE.

IF YOU ARE APPLYING FOR A MOBILE/TEMPORARY EVENT LICENSE, PLEASE INDICATE WHICH TYPE YOU ARE
APPLYING FOR IN THE CALENDAR YEAR (Circle One):

MULTIPLE EVENTS (\$100 fee) or SINGLE EVENT (\$50 fee)

Location of Temporary Event

Date of Temporary Event

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1. Minn. Stat. § 176.18 requires you to provide Steele County with acceptable evidence of compliance with the Workers' Compensation Insurance Law. We can not issue this license without this information.

a) Insurance Company Name: Midwest Insurance

Address: _____

Policy No.: _____ Effective Dates: From _____ to _____

OR

b) I do not have workers compensation insurance because (check one):

_____ I am self-insured (permit number _____)

☒ I have no employees

_____ I have no employees who are covered by the workers compensation law (one's spouse, parents, children, and certain farm employees)

2. State the legal status of the licensee. Is the licensee a: ☒ corporation _____ individual _____ partnership

a) If the licensee is a corporation state here:

Corporate Name: Three Dragons Lair Corporate Address: 1154 S Oak ave

Corporate President: Ben Hrnair State of Incorporation: MN

b) If the licensee is a partnership state here the name and address of the partners:

3. Regardless of type of licensee (corporation, individual proprietorship, partnership, etc.) State here information concerning the individual locally responsible for the management of the establishment:

a) Name: Ben Hrcir

b) Res. Address: _____ c) Res. Telephone: 651-983-7467

4. Have there been any changes to the establishment during the past year? Yes _____ No X. If yes describe:

 11/5/29
Applicant Signature & Title Date
(Owner or Corporate Officer)

**APPLICATION FOR A
BODY ART ESTABLISHMENT LICENSE**

Steele County Public Health, 635 Florence Ave, Owatonna, Minnesota 55060
507 444-7650

LICENSEE: ~~SEVEN~~ Alan Hendrickson LIC. FEE: \$500
EST. NAME: SEVEN TATTOO PARLOR TELEPHONE: 507-413-0100
ADDRESS: 159 18th St. SW Ste. 4 OWATONNA, MN 55060
PLEASE CHECK THE TYPE OF LICENSE(S):
Permanent Establishment (\$500/year) ☒
Mobile Unit/Temporary Event(s) (\$50/year for single event or \$100/year for multiple events) _____

AS PROVIDED BY ORDINANCE NO. 35 OF STEELE COUNTY, I, Alan Hendrickson
MAKE APPLICATION FOR LICENSE TO OPERATE A BODY ART ESTABLISHMENT STATED HEREIN FOR THE PERIOD
BEGINNING JANUARY 1, 2024, TO DECEMBER 31, 2024, SUBJECT TO ALL PROVISIONS OF SAID ORDINANCE.

IF YOU ARE APPLYING FOR A MOBILE/TEMPORARY EVENT LICENSE, PLEASE INDICATE WHICH TYPE YOU ARE
APPLYING FOR IN THE CALENDAR YEAR (Circle One):

MULTIPLE EVENTS (\$100 fee) or SINGLE EVENT (\$50 fee)

Location of Temporary Event

Date of Temporary Event

1. Minn. Stat. § 176.18 requires you to provide Steele County with acceptable evidence of compliance with the Workers' Compensation Insurance Law. We can not issue this license without this information.

a) Insurance Company Name: GREATER MIDWEST - ST. PAUL.
Address: 1016 ARCADE ST. ST. PAUL, MN 55106
Policy No.: PAV0466131 Effective Dates: From 1/16/24 to 1/16/25

OR

b) I do not have workers compensation insurance because (check one):
☒ I am self-insured (permit number _____)
☐ I have no employees
☐ I have no employees who are covered by the workers compensation law (one's spouse, parents, children, and certain farm employees)

2. State the legal status of the licensee. Is the licensee a: _____ corporation ☒ individual _____ partnership

a) If the licensee is a corporation state here:
Corporate Name: _____ Corporate Address: _____
Corporate President: _____ State of Incorporation: _____

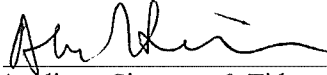
b) If the licensee is a partnership state here the name and address of the partners:

3. Regardless of type of licensee (corporation, individual proprietorship, partnership, etc.) State here information concerning the individual locally responsible for the management of the establishment:

a) Name: Alan Hendrickson

b) Res. Address: 1205 SUNNYDALE SE OWATONNA, MN
55060 c) Res. Telephone: 507-438-7387

4. Have there been any changes to the establishment during the past year? Yes _____ No X . If yes describe:


Applicant Signature & Title
(Owner or Corporate Officer)

11/25/24
Date

NOV 27 2024

APPLICATION FOR A BODY ART ESTABLISHMENT LICENSE

Steele County Public Health, 635 Florence Ave, Owatonna, Minnesota 55060
507 444-7650

LICENSEE: Shawn McCarthy LIC. FEE: \$500
EST. NAME: Irish Eyes Studio TELEPHONE: 507-214-2100
ADDRESS: 320 N Cedar Ave Owatonna MN 55060
PLEASE CHECK THE TYPE OF LICENSE(S):
Permanent Establishment (\$500/year) ☒
Mobile Unit/Temporary Event(s) (\$50/year for single event or \$100/year for multiple events) ☐

AS PROVIDED BY ORDINANCE NO. 35 OF STEELE COUNTY, I, Shawn McCarthy
MAKE APPLICATION FOR LICENSE TO OPERATE A BODY ART ESTABLISHMENT STATED HEREIN FOR THE PERIOD
BEGINNING JANUARY 1, 2024, TO DECEMBER 31, 2024, SUBJECT TO ALL PROVISIONS OF SAID ORDINANCE.

IF YOU ARE APPLYING FOR A MOBILE/TEMPORARY EVENT LICENSE, PLEASE INDICATE WHICH TYPE YOU ARE
APPLYING FOR IN THE CALENDAR YEAR (Circle One):

MULTIPLE EVENTS (\$100 fee) or SINGLE EVENT (\$50 fee)

Location of Temporary Event

Date of Temporary Event

1. Minn. Stat. § 176.18 requires you to provide Steele County with acceptable evidence of compliance with the Workers' Compensation Insurance Law. We can not issue this license without this information.

a) Insurance Company Name: _____
Address: _____
Policy No.: _____ Effective Dates: From _____ to _____

OR

b) I do not have workers compensation insurance because (check one):
☐ I am self-insured (permit number _____)
☒ I have no employees
☐ I have no employees who are covered by the workers compensation law (one's spouse, parents, children, and certain farm employees)

2. State the legal status of the licensee. Is the licensee a: ☒ corporation ☐ individual ☐ partnership

a) If the licensee is a corporation state here:
Corporate Name: Irish Eyes Studio LLC Corporate Address: 320 N Cedar Ave Owatonna
Corporate President: Shawn McCarthy State of Incorporation: MN

b) If the licensee is a partnership state here the name and address of the partners:

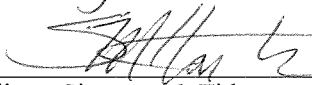
3. Regardless of type of licensee (corporation, individual proprietorship, partnership, etc.) State here information concerning the individual locally responsible for the management of the establishment:

a) Name: Shawn McCarthy

b) Res. Address: 85660 310th St Blooming Prairie, MN 55917 c) Res. Telephone: 507-402-4769

4. Have there been any changes to the establishment during the past year? Yes X No ~~X~~. If yes describe:

We no longer do piercings

 11/27/24
Applicant Signature & Title Date
(Owner or Corporate Officer)



Steele County Agenda Item

Subject: Out of State Travel Request

Department: Public Health

Committee Meeting Date: December 11, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as “N/A” or a reason why.

Recommendation:

Approve out of state travel for Public Health’s MRC Coordinator to attend the 2025 MRC Leadership Workshop and Preparedness Summit on Monday, April 28th to Thursday May 2nd, 2025, in San Antonio, Texas.

Background (*Including Budget Impact*):

MRC unit leaders and state coordinators from across the MRC network will be brought together to participate in this conference, 2025 MRC Preparedness Summit. Our MRC Coordinator applied for a travel award to this conference and received this award. **We are excited to inform you that you have been awarded the Full Conference Travel Award** to attend the 2025 MRC Leadership Workshop and Preparedness Summit from Monday, April 28, 2025, to Thursday, May 2, 2025, in San Antonio, Texas. Please note this acceptance is conditional upon final approval from the Office of MRC (OMRC). The Full Conference travel award will cover:

- Conference registration fee for the 2025 MRC Leadership Workshop and 2025 Preparedness Summit to be conducted from April 28 to May 2, 2025.
- Hotel accommodation from **April 27 to May 1** (5 nights lodging to be arranged by NACCHO at a designated hotel). **Please plan to arrive in San Antonio no later than the early evening of Sunday, April 27, as the meeting will start Monday morning at 8:00 AM. Please plan to depart any time after 12:00 PM on Friday, May 2.**
- Per diem meal reimbursement at NACCHO’s set rate (Applicable to conference dates only — April 27 - May 2, 2025), **not including meals provided during the conference.**

- Round-trip travel to San Antonio, Texas (Travel must be scheduled through NACCHO's designated travel agency).

Over the coming months, you will receive further instructions on the next steps for travel logistics from NACCHO's Meetings team, who will be managing lodging and hotel reservations for **ALL** travel awards.

Please do not contact the hotel directly to make reservations, as NACCHO will be coordinating **ALL** travel reservations (including booking air travel).

If you have any questions regarding **meeting logistics** before your trip, please contact NACCHO's MRC team at mrc@naccho.org. Any additional questions can be directed to PrepSummitReg@naccho.org

We are excited to have you participate in this unique opportunity to bring MRC unit leaders and state coordinators together from across the MRC network.

Sincerely,
NACCHO MRC Team

Attachments:



Steele County Agenda Item

Subject: SCDIU Joint Powers Agreement – Cash Match

Department: Sheriff's Office

Committee Meeting Date: December 11, 2024

Board Meeting Date: December 17, 2024

Consent Agenda: ☒ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as “N/A” or a reason why.

Recommendation:

Include staff recommendation (or list as “Discussion Only” or “Information Only”).

Background (*Including Budget Impact*):

This is an annual renewal to participate with the SCDIU. (South Central Drug Investigation Unit)

As listed on the attachments, the costs associated with this agreement is \$10,000 for SCDIU and \$1,500 for the Tactical Team.

Budgeted Item: Budget Impact \$11,500

Attachments:

SCDIU JPA and Cash Match Tactical Team

SOUTH CENTRAL DRUG INVESTIGATION UNIT JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

1. **Name.** The parties have previously established and hereby maintain the South Central Drug Investigation Unit (SCDIU).

2. **General Purpose.** The purpose of this joint powers agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders. SCDIU operates a tactical unit.

3. **Members.** The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Alden	County of Faribault
City of Blooming Prairie	City of Blue Earth	County of Freeborn
City of New Richland	City of Janesville	County of Steele
City of Owatonna	City of Waseca	County of Waseca
City of Wells	City of Winnebago	

4. **Fiscal Agent.** The City of Owatonna acting on behalf of the South Central Drug Investigation Unit and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the "authorized official."

5. **Administrative Board.**

5.1. The governing body of the SCDIU shall be a Board of Directors consisting of fourteen (14) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.

5.2. Each board member shall have one vote.

5.3. Board members shall not be deemed employees of the SCDIU and shall not be compensated by it.

5.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall

meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (8) members shall be required for all meetings.

6. Powers and Duties of the Board of Directors

- 6.1. The Board shall be responsible for the overall operation of the SCDIU, including setting investigative priorities and general operating procedures.
- 6.2. The Board shall coordinate intelligence between the members of the SCDIU.
- 6.3. The Board shall appoint and supervise the Unit Commander of the SCDIU.
- 6.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 6.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU;
 - (b) The status of all SCDIU projects;
 - (c) The business transacted by the SCDIU; and
 - (d) Other matters which affect the interests of the SCDIU.
- 6.7. The SCDIU's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.8. The Board may recommend changes in the Agreement to its members.
- 6.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 6.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU. This attorney may also serve on the Board, at the discretion of the Board.

7. Funding and Budget

- 7.1. The SCDIU's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU's funds. In no event shall there be a disbursement of SCDIU funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer.

The fiscal agent will issue checks, authorized by the "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer, and drawn on SCDIU funds, to satisfy monthly bills and purchases.

- 7.2. The members shall contribute the grant required matching funds to operate the SCDIU. Members who designate a full time agent to the SCDIU may pay their required match amount as "in kind."
- 7.3. The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 7.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 7.5. The Board may not incur debts.

8. Agents

- 8.1. Agents shall not be employees of the SCDIU. Agents shall remain employees of the members that has assigned them to the SCDIU and shall be paid by that member, not the SCDIU.
- 8.2. Agents will be responsible for drug investigations, including intelligence management, case development, and case charging. Agents will also assist other agents in surveillance and undercover operations. SCDIU Agents will work cooperatively with assisting agencies.
- 8.3. Agents will be supervised by the Unit Commander.
- 8.4. The member appointing the Agent shall furnish the Agent a weapon.
- 8.5. Pursuant to Minnesota Statute §471.59, any duly sworn peace officer, while assigned to duty the SCDIU and working under the direction of the Board of Directors and the Unit Commander, shall have the same powers, duties, privileges, and immunities as are conferred upon such peace officers in their home jurisdiction.
- 8.6. Each Agent will be issued a debit card by the fiscal agent and PIN number to be used strictly for expenses related to the Agent's duties under this Agreement. Each Agent will be personally responsible for any use of this debit card which is not directly-related to the Agent's duties under this Agreement. Any unauthorized use of this debit card will result in sanctions by the Board, including the Agent's removal from the SCDIU.

9. Unit Commander

- 9.1. From the Agents assigned by members, a Unit Commander shall be appointed by the Board and serve at its pleasure. The Unit Commander must be a full time licensed peace officer of a member and shall be paid a supervisor's salary by that member. The Unit Commander shall remain an employee of the member city or county.
- 9.2. The Unit Commander shall be in charge of the day to day operations of the SCDIU, including supervising the SCDIU's assigned personnel, subject to direction received from the Board. The Unit Commander is responsible for staffing, scheduling, case management, record keeping, informant management, buy fund management, petty cash management and

intelligence management. The Unit Commander shall keep the Board updated as the SCDIU's activity, which would include major case development within member jurisdictions. The Unit Commander shall assist or advise in the drafting and execution of all search warrant initiated by the SCDIU and will work cooperatively with the agencies with venue over the case. The Unit Commander shall be responsible for all buy fund monies and petty cash funds and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.

- 9.3. The Unit Commander may exclude agents from further SCDIU involvement subject to review by the Board and approval of the member that assigned the agent to the SCDIU.
10. Forfeitures, Seizures, and Fines. All money and property that is obtained as a result of the SCDIU operations shall be forfeited to the SCDIU and will be distributed according to the State of Minnesota, Office of the State Auditor guidelines. In the case of Federal forfeiture actions, established federal rules shall be followed. Fine or restitution monies ordered paid to the SCDIU by Court Order may be used to offset equipment or operating costs of the SCDIU not funded by grant or matching funds.

11. Insurance; Indemnification and Liability.

- 11.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
UM/UIM: \$200,000 per occurrence
Crime: \$250,000 per occurrence
Excess Liability: \$2,000,000 aggregate limit
Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable, reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

11.2 Indemnification.

- (a) The SCDIU is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement

expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

- 11.3 Liability. All insurance policies maintained on behalf of the SCDIU will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

12. Duration

- 12.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 12.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 12.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 12.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU. If the SCDIU is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU.
- 12.5. All equipment, including motor vehicles, which is not purchased by the SCDIU, but is used by the SCDIU Agents in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU. The notice should specify the equipment and be filed with the Unit Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 12.5 if that member terminates its participation in the SCDIU.

SOUTH CENTRAL DRUG INVESTIGATION UNIT TACTICAL TEAM JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

13. Name. The parties have previously established and hereby maintain the South Central Drug Investigation Unit Tactical Team (SCDIU Tactical Team).
14. General Purpose. The purpose of this joint powers agreement is to establish an organization to coordinate efforts to
 - 14.1. Respond to critical incidents, including but not limited to, hostage, barricade, and sniper situations, high-risk apprehension, high-risk warrant service, personal protection, and special assignments.
 - 14.2. Establish a formal framework for membership and personnel commitments, overall operations, resources available, general management, and liability issues.
 - 14.3. Provide other similar or related services and programs as determined by the Board.
 - 14.4. Establish procedures to add qualifying Parties to this Agreement.
15. Establish a mechanism whereby additional/and or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
16. Members. The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Alden	County of Faribault
City of Blooming Prairie	City of Blue Earth	County of Freeborn
City of New Richland	City of Janesville	County of Steele
City of Owatonna	City of Waseca	County of Waseca
City of Wells	City of Winnebago	
17. Fiscal Agent. The City of Owatonna acting on behalf of the South Central Drug Investigation Unit Tactical Team and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the "authorized official."
18. Administrative Board.

- 18.1. The governing body of the SCDIU shall be a Board of Directors consisting of fourteen (14) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.
- 18.2. Each board member shall have one vote.
- 18.3. Board members shall not be deemed employees of the SCDIU Tactical Team and shall not be compensated by it.
- 18.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (8) members shall be required for all meetings.
- 18.5. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

19. Powers and Duties of the Board of Directors

- 19.1. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and property to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement.
- 19.2. The Board shall appoint and supervise the Commander of the SCDIU Tactical Team.
- 19.3. The Board shall have the power and authority to determine guidelines, expectations, and procedures of a member's assigned officer(s) and a member agency.
- 19.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 19.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 19.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU Tactical Team and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU Tactical Team;
 - (b) The status of all SCDIU Tactical Team projects;
 - (c) The business transacted by the SCDIU Tactical Team; and
 - (d) Other matters which affect the interests of the SCDIU Tactical Team.

- 19.7. The SCDIU Tactical Team's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 19.8. The Board may recommend changes in the Agreement to its members.
- 19.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 19.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU Tactical Team. This attorney may also serve on the Board, at the discretion of the Board.

20. Funding and Budget

- 20.1. The SCDIU Tactical Team's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU Tactical Team's funds. In no event shall there be a disbursement of SCDIU Tactical Team funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer. The fiscal agent will issue checks, authorized by the "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer, and drawn on SCDIU Tactical Team funds, to satisfy monthly bills and purchases.
- 20.2. The members shall contribute the required matching funds to operate the SCDIU Tactical Team.
- 20.3. The Board shall adopt a budget based upon member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 20.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 20.5. The Board may not incur debts.

21. Insurance; Indemnification and Liability.

- 21.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
 Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 UM/UIM: \$200,000 per occurrence
 Crime: \$250,000 per occurrence
 Excess Liability: \$2,000,000 aggregate limit
 Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
 Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU Tactical Team shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable,

reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

21.2 Indemnification.

- (a) The SCDIU Tactical Team is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU Tactical Team shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes §466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.
- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

21.3 Liability. All insurance policies maintained on behalf of the SCDIU Tactical Team will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

22. Duration

- 22.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 22.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 22.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 22.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU Tactical Team. If the SCDIU Tactical Team is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU Tactical Team.

- 22.5. All equipment, including motor vehicles, which is not purchased by the SCDIU Tactical Team, but is used by the SCDIU Tactical Team in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU Tactical Team by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU Tactical Team. The notice should specify the equipment and be filed with the SCDIU Tactical Team Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 10.5 if that member terminates its participation in the SCDIU Tactical Team.

IN WITNESS WHEREOF, the undersigned, on behalf of the City/County of _____, has executed this Agreement in accordance with the authority of Minnesota Statutes, §471.59 on the date indicated below:

Mayor/Board Chair

Date

Witness

Date



South Central Drug Investigation Unit

204 East Pearl St Owatonna, MN 55060 (507) 774-7207

Faribault Co. Sheriff
Waseca Co. Sheriff
Blue Earth Police
Owatonna Police
Winnebago Police

Freeborn Co. Sheriff
Albert Lea Police
Janesville Police
Waseca Police

Steele Co. Sheriff
Blooming Prairie Police
New Richland Police
Wells Police

Date: November 13, 2024
To: SCDIU Members
From: Ben Johnson, Commander
Re: 2025 Cash Match and Tactical Service Maintenance Fee Invoice

To Whom It May Concern:

Cash Match amounts for the 2025 SCDIU and the 2025 SCDIU Tactical Team are as follows:

	2025 SCDIU	2025 SCDIU Tactical Team
Faribault County	\$10,000	\$1500
Freeborn County	\$10,000	\$1500
Steele County	\$10,000	\$1500
Waseca County	\$10,000	\$1500
Albert Lea	\$10,000	\$1500
Owatonna	\$10,000	\$1500
Waseca	\$10,000	\$1500
Alden	\$3,000	\$750
Blooming Prairie	\$3,000	\$750
Blue Earth	\$3,000	\$750
Janesville	\$3,000	\$750
New Richland	\$3,000	\$750
Wells	\$3,000	\$750
Winnebago	\$3,000	\$750

Please submit payment no later than March 1, 2025. Payments can be sent to SCDIU, Attn: Kimberly Dub, 204 East Pearl St, Owatonna, MN 55060.

Thank You,

Sergeant Ben Johnson
SCDIU Commander

SOUTH CENTRAL DRUG INVESTIGATION UNIT JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

1. **Name.** The parties have previously established and hereby maintain the South Central Drug Investigation Unit (SCDIU).

2. **General Purpose.** The purpose of this joint powers agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders. SCDIU operates a tactical unit.

3. **Members.** The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Alden	County of Faribault
City of Blooming Prairie	City of Blue Earth	County of Freeborn
City of New Richland	City of Janesville	County of Steele
City of Owatonna	City of Waseca	County of Waseca
City of Wells	City of Winnebago	

4. **Fiscal Agent.** The City of Owatonna acting on behalf of the South Central Drug Investigation Unit and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the "authorized official."

5. **Administrative Board.**

5.1. The governing body of the SCDIU shall be a Board of Directors consisting of fourteen (14) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.

5.2. Each board member shall have one vote.

5.3. Board members shall not be deemed employees of the SCDIU and shall not be compensated by it.

5.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall

meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (8) members shall be required for all meetings.

6. Powers and Duties of the Board of Directors

- 6.1. The Board shall be responsible for the overall operation of the SCDIU, including setting investigative priorities and general operating procedures.
- 6.2. The Board shall coordinate intelligence between the members of the SCDIU.
- 6.3. The Board shall appoint and supervise the Unit Commander of the SCDIU.
- 6.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 6.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU;
 - (b) The status of all SCDIU projects;
 - (c) The business transacted by the SCDIU; and
 - (d) Other matters which affect the interests of the SCDIU.
- 6.7. The SCDIU's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.8. The Board may recommend changes in the Agreement to its members.
- 6.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 6.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU. This attorney may also serve on the Board, at the discretion of the Board.

7. Funding and Budget

- 7.1. The SCDIU's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU's funds. In no event shall there be a disbursement of SCDIU funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer.

The fiscal agent will issue checks, authorized by the “authorized official,” the Unit Commander, or the SCDIU Secretary/Treasurer, and drawn on SCDIU funds, to satisfy monthly bills and purchases.

- 7.2. The members shall contribute the grant required matching funds to operate the SCDIU. Members who designate a full time agent to the SCDIU may pay their required match amount as “in kind.”
- 7.3. The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 7.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 7.5. The Board may not incur debts.

8. Agents

- 8.1. Agents shall not be employees of the SCDIU. Agents shall remain employees of the members that has assigned them to the SCDIU and shall be paid by that member, not the SCDIU.
- 8.2. Agents will be responsible for drug investigations, including intelligence management, case development, and case charging. Agents will also assist other agents in surveillance and undercover operations. SCDIU Agents will work cooperatively with assisting agencies.
- 8.3. Agents will be supervised by the Unit Commander.
- 8.4. The member appointing the Agent shall furnish the Agent a weapon.
- 8.5. Pursuant to Minnesota Statute §471.59, any duly sworn peace officer, while assigned to duty the SCDIU and working under the direction of the Board of Directors and the Unit Commander, shall have the same powers, duties, privileges, and immunities as are conferred upon such peace officers in their home jurisdiction.
- 8.6. Each Agent will be issued a debit card by the fiscal agent and PIN number to be used strictly for expenses related to the Agent’s duties under this Agreement. Each Agent will be personally responsible for any use of this debit card which is not directly-related to the Agent’s duties under this Agreement. Any unauthorized use of this debit card will result in sanctions by the Board, including the Agent’s removal from the SCDIU.

9. Unit Commander

- 9.1. From the Agents assigned by members, a Unit Commander shall be appointed by the Board and serve at its pleasure. The Unit Commander must be a full time licensed peace officer of a member and shall be paid a supervisor’s salary by that member. The Unit Commander shall remain an employee of the member city or county.
- 9.2. The Unit Commander shall be in charge of the day to day operations of the SCDIU, including supervising the SCDIU’s assigned personnel, subject to direction received from the Board. The Unit Commander is responsible for staffing, scheduling, case management, record keeping, informant management, buy fund management, petty cash management and

intelligence management. The Unit Commander shall keep the Board updated as the SCDIU's activity, which would include major case development within member jurisdictions. The Unit Commander shall assist or advise in the drafting and execution of all search warrant initiated by the SCDIU and will work cooperatively with the agencies with venue over the case. The Unit Commander shall be responsible for all buy fund monies and petty cash funds and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.

- 9.3. The Unit Commander may exclude agents from further SCDIU involvement subject to review by the Board and approval of the member that assigned the agent to the SCDIU.

10. Forfeitures, Seizures, and Fines. All money and property that is obtained as a result of the SCDIU operations shall be forfeited to the SCDIU and will be distributed according to the State of Minnesota, Office of the State Auditor guidelines. In the case of Federal forfeiture actions, established federal rules shall be followed. Fine or restitution monies ordered paid to the SCDIU by Court Order may be used to offset equipment or operating costs of the SCDIU not funded by grant or matching funds.

11. Insurance; Indemnification and Liability.

- 11.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
UM/UIM: \$200,000 per occurrence
Crime: \$250,000 per occurrence
Excess Liability: \$2,000,000 aggregate limit
Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable, reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

11.2 Indemnification.

- (a) The SCDIU is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement

expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

- 11.3 Liability. All insurance policies maintained on behalf of the SCDIU will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

12. Duration

- 12.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 12.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 12.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 12.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU. If the SCDIU is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU.
- 12.5. All equipment, including motor vehicles, which is not purchased by the SCDIU, but is used by the SCDIU Agents in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU. The notice should specify the equipment and be filed with the Unit Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 12.5 if that member terminates its participation in the SCDIU.

SOUTH CENTRAL DRUG INVESTIGATION UNIT TACTICAL TEAM JOINT POWERS AGREEMENT

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

13. Name. The parties have previously established and hereby maintain the South Central Drug Investigation Unit Tactical Team (SCDIU Tactical Team).
14. General Purpose. The purpose of this joint powers agreement is to establish an organization to coordinate efforts to
 - 14.1. Respond to critical incidents, including but not limited to, hostage, barricade, and sniper situations, high-risk apprehension, high-risk warrant service, personal protection, and special assignments.
 - 14.2. Establish a formal framework for membership and personnel commitments, overall operations, resources available, general management,, and liability issues.
 - 14.3. Provide other similar or related services and programs as determined by the Board.
 - 14.4. Establish procedures to add qualifying Parties to this Agreement.
15. Establish a mechanism whereby additional/and or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
16. Members. The members of the Agreement shall consist of the following units of government:

City of Albert Lea	City of Alden	County of Faribault
City of Blooming Prairie	City of Blue Earth	County of Freeborn
City of New Richland	City of Janesville	County of Steele
City of Owatonna	City of Waseca	County of Waseca
City of Wells	City of Winnebago	
17. Fiscal Agent. The City of Owatonna acting on behalf of the South Central Drug Investigation Unit Tactical Team and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the “authorized official.”
18. Administrative Board.

- 18.1. The governing body of the SCDIU shall be a Board of Directors consisting of fourteen (14) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.
- 18.2. Each board member shall have one vote.
- 18.3. Board members shall not be deemed employees of the SCDIU Tactical Team and shall not be compensated by it.
- 18.4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (8) members shall be required for all meetings.
- 18.5. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).

19. Powers and Duties of the Board of Directors

- 19.1. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and property to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement.
- 19.2. The Board shall appoint and supervise the Commander of the SCDIU Tactical Team.
- 19.3. The Board shall have the power and authority to determine guidelines, expectations, and procedures of a member's assigned officer(s) and a member agency.
- 19.4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 19.5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
- 19.6. The Board shall cause to be made an annual audit of the books and account of the SCDIU Tactical Team and shall make and file a report to its members which includes the following information:
 - (a) The financial condition of the SCDIU Tactical Team;
 - (b) The status of all SCDIU Tactical Team projects;
 - (c) The business transacted by the SCDIU Tactical Team; and
 - (d) Other matters which affect the interests of the SCDIU Tactical Team.

- 19.7. The SCDIU Tactical Team's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 19.8. The Board may recommend changes in the Agreement to its members.
- 19.9. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.
- 19.10. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU Tactical Team. This attorney may also serve on the Board, at the discretion of the Board.

20. Funding and Budget

- 20.1. The SCDIU Tactical Team's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU Tactical Team's funds. In no event shall there be a disbursement of SCDIU Tactical Team funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer. The fiscal agent will issue checks, authorized by the "authorized official," the SCDIU Tactical Team Commander, or the SCDIU Tactical Team Secretary/Treasurer, and drawn on SCDIU Tactical Team funds, to satisfy monthly bills and purchases.
- 20.2. The members shall contribute the required matching funds to operate the SCDIU Tactical Team.
- 20.3. The Board shall adopt a budget based upon member matching funds and money made available from other sources. The Board may amend the budget from time to time.
- 20.4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.
- 20.5. The Board may not incur debts.

21. Insurance; Indemnification and Liability.

- 21.1 Insurance. The SCDIU shall obtain and keep current the following insurance coverages:
 - Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 - Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence
 - UM/UIM: \$200,000 per occurrence
 - Crime: \$250,000 per occurrence
 - Excess Liability: \$2,000,000 aggregate limit
 - Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage
 - Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU Tactical Team shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable,

reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

21.2 Indemnification.

- (a) The SCDIU Tactical Team is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- (b) The SCDIU Tactical Team shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes §466.04.
- (c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- (d) To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.
- (e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

21.3 Liability. All insurance policies maintained on behalf of the SCDIU Tactical Team will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.

22. Duration

- 22.1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.
- 22.2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.
- 22.3. This Agreement may be terminated at any time by the written agreement of a majority of its members.
- 22.4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU Tactical Team. If the SCDIU Tactical Team is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU Tactical Team.

- 22.5. All equipment, including motor vehicles, which is not purchased by the SCDIU Tactical Team, but is used by the SCDIU Tactical Team in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU Tactical Team by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU Tactical Team. The notice should specify the equipment and be filed with the SCDIU Tactical Team Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 10.5 if that member terminates its participation in the SCDIU Tactical Team.

IN WITNESS WHEREOF, the undersigned, on behalf of the City/County of _____, has executed this Agreement in accordance with the authority of Minnesota Statutes, §471.59 on the date indicated below:

Mayor/Board Chair

Date

Witness

Date



South Central Drug Investigation Unit

204 East Pearl St Owatonna, MN 55060 (507) 774-7207

Faribault Co. Sheriff
Waseca Co. Sheriff
Blue Earth Police
Owatonna Police
Winnebago Police

Freeborn Co. Sheriff
Albert Lea Police
Janesville Police
Waseca Police

Steele Co. Sheriff
Blooming Prairie Police
New Richland Police
Wells Police

Date: November 13, 2024
To: SCDIU Members
From: Ben Johnson, Commander
Re: 2025 Cash Match and Tactical Service Maintenance Fee Invoice

To Whom It May Concern:

Cash Match amounts for the 2025 SCDIU and the 2025 SCDIU Tactical Team are as follows:

	2025 SCDIU	2025 SCDIU Tactical Team
Faribault County	\$10,000	\$1500
Freeborn County	\$10,000	\$1500
Steele County	\$10,000	\$1500
Waseca County	\$10,000	\$1500
Albert Lea	\$10,000	\$1500
Owatonna	\$10,000	\$1500
Waseca	\$10,000	\$1500
Alden	\$3,000	\$750
Blooming Prairie	\$3,000	\$750
Blue Earth	\$3,000	\$750
Janesville	\$3,000	\$750
New Richland	\$3,000	\$750
Wells	\$3,000	\$750
Winnebago	\$3,000	\$750

Please submit payment no later than March 1, 2025. Payments can be sent to SCDIU, Attn: Kimberly Dub, 204 East Pearl St, Owatonna, MN 55060.

Thank You,

Sergeant Ben Johnson
SCDIU Commander



Steele County Agenda Item

Request for Board Action

Subject: Professional Services for the design, bidding, and construction oversight of the Phase V-A and V-B Landfill Construction

Department: Landfill

Committee: Public Works

Committee Meeting Date: December 12, 2024

Work Session Date: NA

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

NA

Recommendation:

Approve Contract with SEH for the design, bidding, and construction oversight of the Phase V-A and V-B Landfill Construction

Background (*Including Budget Impact*):

The Steele County Sanitary Landfill is nearing capacity within the Phase IV MSW Landfill. A feasibility study concluded that an expansion to the east would ensure continued waste acceptance for the near future. The County has programmed the construction of the next expansion phase of the landfill, Phase V-A and V-A for construction in 2025.

Since 1997, Steele County has retained Short Elliott Henderickson Inc. (SEH) to complete several engineering services agreements to construct and to monitor the landfill. SEH also completed the feasibility study to expand the landfill. The Department desires to continue with SEH's work, experience, and relationships to complete the design, bidding and construction oversight of this phase of construction.

SEH has proposed completing the work for \$489,551.96.

Attachments:

Agreement for Professional Services



November 20, 2024

RE: Steele County, Minnesota
MSW Phase V-A and V-B Construction
SEH No. STEEL 181313 14.00

Paul Sponholz
County Engineer
Steele County, Minnesota
PO Box 890, 3000 Hoffman Drive NW
Owatonna, MN 55060

Dear Mr. Sponholz:

Short Elliott Hendrickson, Inc. (SEH®) is pleased to provide this Professional Services Agreement for Steele County which includes scope of work, cost estimate and schedule for Phase V-A and V-B Construction at the Steele County Sanitary Landfill. Our services will include engineering design, bid document preparation, bidding services, construction oversight and construction certification for completion of Phase V-A and V-B. The following discussion summarizes our project understanding and proposed approach to provide the construction services.

Project Understanding

The Steele County Sanitary Landfill is nearing capacity within the Phase IV MSW Landfill. After feasibility analysis, it was determined that a continuous expansion to the east would provide the appropriate lifespan extension to ensure continued waste acceptance at the landfill for the near future. In order to construct the Phase V MSW expansion, the existing Phase III Demolition Landfill would need to be exhumed and placed within the Phase IV MSW Landfill, thus shortening the MSW Phase IV Landfill remaining capacity by approximately 110,000 cubic yards. This loss of airspace would leave the remaining lifespan of the MSW Phase IV Landfill to approximately 2 years. To ensure seamless and continued operation of the Landfill, it has been determined that construction would need to occur during 2025 to prevent disruption to landfill disposal activities.

Project Approach

Our services for design and construction oversight and documentation are presented in the attached agreement and summarized here. SEH will prepare cell construction documents in accordance with Minnesota Rules 7035.2815 for Mixed Municipal Solid Waste Land Disposal Facilities and the current landfill operating permit. The construction documents will be submitted to the Minnesota Pollution Control Agency (MPCA) for review and approval prior to bidding. We will then submit the documents for bidding and assist the County with reviewing those bids. After a successful bidder has been selected, we will work with the selected Contractor to begin construction and then we will oversee construction as required in the Minnesota Solid Waste Rules. Following construction SEH will prepare construction certification documents.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | ~~Alternative A~~ Affirmative Action–Equal Opportunity Employer

The attached Professional Services Agreement with associated exhibits for our design and construction oversight services. Compensation for the services as presented in the agreement will be based on time and materials with costs not-to-exceed the cost estimate without written authorization. The proposed schedule is also presented in the agreement and includes bidding the project in March 2025 and start Construction in May 2025 with substantial completion proposed for November 2025.

Attached is a copy of the letter agreement for the MSW Phase V-A and V-B Construction services. If it satisfactorily sets forth your understanding of our agreement, please sign and return one copy to us. Please contact Trevor (651.256.0433) or Melanie (320.229.4346) with any questions or concerns.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Trevor Romanko, PE
Project Manager
(Lic. MN, WI)



Melanie Niday, PG
Client Services Manager

ttr

c: Darryl Heaps, SEH

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Agreement for Professional Services

This Agreement is effective as of November 21, 2024, between Steele County (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **MSW Phase V-A and V-B Construction**

Client's Authorized Representative: Paul Sponholz
Address: PO Box 890, 3000 Hoffman Drive NW, Owatonna, Minnesota 55060, United States
Telephone: 507.444.7672 **email:** Paul.Sponholz@SteeleCountyMN.gov

Project Manager: Trevor Romanko
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 651.256.0433 **email:** tromanko@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Understanding

The current solid waste permit for the landfill was found conditionally complete by the Minnesota Pollution Control Agency (MPCA) on September 25, 2024. A permit application was submitted to the MPCA on April 30, 2024. The agency has stated that the document will soon go on public notice. We are currently working with the MPCA to obtain permission for Steele County to construct during the upcoming construction season. Based on recent annual survey information, the County will need additional landfill space toward the end of 2025, making it necessary to build this year.

For this proposal, we are assuming that the next phase of cell construction will include cells identified as Phase V-A and Phase V-B (Cells V-A&B). Cell V-A is located on the northwest corner of the Phase V landfill footprint and ties-in on the western side of the cell to the Phase IV landfill footprint. Cell V-B is similarly located on the southwest corner of the Phase V landfill footprint and ties-in on the western limits to the existing Phase IV landfill footprint. Leachate within Cells V-A&B is collected within a sump on the northern end of Cell V-A.

New cell construction will also require installation of a perimeter berm at the northern end of Cell V-A and the southern end of Cell V-B that supports the associated access roadway and drainage ditches. Cell V-A&B berms and base grades will require substantial fill to bring them to grade as well as installation of an underdrain pipe drainage system. This work may require routing of landfill traffic during construction. SEH will address this in the plans and specifications. As part of the construction, site stormwater collection paths will be interrupted. As part of the site development, a new stormwater sedimentation basin will be constructed at the southwest corner of the existing Phase IV MSW landfill. Also, as part of construction, well MW-18, located on the northern end of the Cell V-A footprint, will need to be extended in preparation for final grades of the perimeter berm. SEH will provide extension specifications for a licensed well driller to comply to. Costs for the licensed well driller will be billed directly to Steele County.

The next phase of construction will also incorporate leachate infrastructure construction. Leachate will be pumped from the sump within Cell V-A to the top of the perimeter berm and transported to a new underground storage tank via a series of manholes and dual-wall containment pipes and loaded out via a leachate loadout structure, all of which will be installed with the proposed cell construction. Additionally, the construction will also incorporate recirculation infrastructure construction. Recirculation piping connections will be provided to the leachate loadout

pump to be installed, and lateral connections will be provided along the north side of Cell V-A for introducing leachate into the individual cells.

The constructed cells will need frost protection to be in compliance with Minnesota solid waste rules requiring six feet of cover in place over a liner by December 31 of the construction year. This project will incorporate the design of moving of wastes into the newly constructed cells and placement of intermediate cover over the wastes.

We propose the engineering effort for this project to include:

- Development of construction bid documents;
- Assistance during the bidding period;
- Construction quality assurance services; and
- Construction certification documents;

SEH will prepare construction bid documents for this project including technical specifications, drawings, and “front ends”. SEH will also provide a full time construction quality assurance (CQA) oversight technician who will be on-site during all major construction activities including sub-grade construction, clay liner, composite geomembrane liner materials, granular drainage layer and leachate collection and recirculation infrastructure.

Scope of Work

As indicated in the Project Understanding, efforts to complete the project include:

- Project Management;
- Construction Document Preparation;
- Bidding Assistance;
- Construction Quality Assurance Services;
- Construction Certification

Task 1 | Project Management

Throughout the project, SEH’s project manager and assistant project manager will coordinate staff assignments and manage project schedules, budgets and deliverables, and perform communication liaison duties. Specific activities include:

1. Communicating project directives from Steele County to SEH team members.
2. Preparing internal project plans, identifying project tasks, staff assignments, milestones, deliverables, schedules, and budgets.
3. Coordinating internal quality control reviews to ensure project completeness.
4. Reviewing monthly invoices and preparing status reports of project progress, as necessary.
5. Communication of project needs and goals with Steele County, regulators, contractors, and others.

SEH will work with the MPCA to streamline the approval and construction schedule. We will communicate effectively with the agency to foster rapid project approvals needed from the agency such as plans and specifications, departures from permit requirements, and project certifications.

Task 2 | Construction Document Preparation

SEH will prepare construction bid documents including engineering plans, specifications and contract documents for the project.

Project Plans

The project plans will include the following:

- A title sheet showing the location of the facility, the legend, background engineering data and index for the plan sheets.
- A site development plan depicting surface water drainage features to address stormwater drainage issues near the cell construction location and after cell construction is complete.
- Base grade plans showing the proposed subgrade, liner base grade, top of liner and top of waste grading elevations for construction of Cells V-A&B.

- Cell cross sections depicting base grades, cell liner, leachate collection system, and leachate collection features.
- Construction details including leachate collection and transfer piping, perimeter ditch connection, liner construction, liner tie-in, and structure abandonment.
- Leachate storage tank, pump and controls plan and details.
- Leachate recirculation system transfer piping and controls plans and details.
- Stormwater sedimentation basin and outlet structure construction plan and details.
- Stormwater and erosion control construction requirements.
- Site access roads
- Construction coordinates.

Project Manual

SEH will also prepare project specifications which include the bidding documents and technical specifications. The bidding documents will include, but not be limited to: the advertisement, bidding instructions and forms, simple contract, performance and payment bond forms, non-collusion affidavits, and general and supplementary conditions of the contract. The technical specifications will identify the general requirements for completing the work including a work summary, measures of payments, project meetings, submittals, material and equipment, health and safety, and contract closeout. In addition, the technical specifications will include the following sections required to complete the work during construction:

- Site preparation and grading;
- Trenching, backfilling and compaction;
- Pipe Culverts and water control measures;
- Composite Liner construction;
- Granular drainage layer;
- Leachate collection, transfer and storage infrastructure;
- Pumps, valves and controls
- Electrical requirements
- Top soil;
- Turf establishment.

SEH staff will meet with the Steele County staff on a regular basis as needed to facilitate completion of the design phase. SEH will incorporate all appropriate Steele County staff comments into the final construction certification documents and submit the documents to the MPCA for review and approval. SEH will meet with MPCA staff to review the documents in order to satisfy any potential concerns and gain approval to begin the bid letting process.

Construction Opinion of Probable Costs

A spreadsheet will be prepared and submitted to Steele County staff providing an opinion of probable costs prior to initiation of the bidding process. The cost opinions will be prepared using actual project costs and proposed costs for similar projects in the area. The estimate will include a list of items necessary for construction and their corresponding quantities, unit prices, and total cost.

Task 3 | Bidding Assistance

Bid Administration

SEH will either distribute the bid documents to selected contractors or if requested, advertise the bids at legal notice venues preferred by Steele County and provide electronic copies of the bid documents to potential contractors. SEH will be available to discuss construction design issues with staff and interested bidders during the bid-letting period to familiarize potential bidders with the site and project issues. If Steele County requests, the SEH project manager will arrange and attend a pre-bid meeting at the site or other location between SEH, Steele County and plan holders.

Contractor Selection

SEH will respond to any questions by contractors and assist Steele County during the private or public bid opening by reviewing the final bids for inconsistencies or errors. SEH will, upon review of the bids, provide a recommendation to Steele County on a selection for final award. SEH will assist Steele County as needed in negotiating the final contract.

Contract Administration

SEH will review all requests for payments by the contractor and will meet with the contractor to resolve any discrepancies. SEH and Steele County staff will perform walk-through of the site at the end of the project and review final contract submittals to insure all items are complete and in conformance with the project documents.

Task 4 | Construction Quality Assurance

A qualified QA/QC Resident Project Representative (RPR) with experience in all aspects of cell construction including liner installation will be on-site at all critical construction times during construction. It is assumed for this proposal that field time for the SEH RPR will be 50 hours each week for a time period of 20 weeks.

Preconstruction Meeting

Prior to initiating work, SEH will conduct an on-site meeting to initiate communication protocol between the construction contractor, Steele County staff, concerned local authorities and SEH. Health and Safety Plans, project schedules and construction quality assurance/quality control (QA/QC) documentation will be received from the construction contractor and discussed at this meeting. The meeting will ensure that all participants fully understand the project objectives. Any foreseen difficulties and contractor needs will be discussed. A communication chain of command will be established for handling all future construction activities.

Field Observation

The project manager's role during construction includes the following:

- Log in, review, and approve contractor submittals;
- Review shop drawings as required in the project manual;
- Review and recommendation of contractor's pay requests, verifying work completed;
- Initiate any necessary correspondence with contractor regarding coordination of field and change orders;
- Respond to requests for information;
- Review interpretation and clarification of specifications;
- General correspondence with Steele County, SEH's RPR, and contractor; and
- Prepare a punch list of remaining work items to be completed by the contractor prior to release of retainage.

SEH will prepare a site health and safety plan for site construction.

Once a week, a meeting will be held at the site involving, at a minimum, the contractor representative and the SEH RPR. The purpose of the meetings will be to discuss the project schedule, any problems that might result in changes, and strategies for performing project tasks. Steele County staff and the MPCA will be updated weekly and at other major milestone events of construction details. Additional meetings will be held as needed to ensure construction conforms to standards established in project plans and specifications. Any additional pay requests made by the contractor will be reviewed in the field for accuracy, discussed with the project manager, and approved following discussions with Steele County staff.

Construction Quality Assurance

SEH will provide full-time inspection of all landfill construction activities that are required by the MPCA Solid Waste Management Rules. A technician trained in composite liner construction procedures will perform this inspection. The SEH RPR will ensure that the contractor is completing the project in accordance with approved project plans and specifications. SEH will provide the services of an engineer to overview the CQA process. Field activities of SEH personnel will include the following:

- Detailed daily inspection, progress reports, and field notes;
- Construction quality assurance (CQA) on liner construction methodology, and leachate piping, clay and synthetic liner placement, and surface water drainage enhancements;

- Verification of clay and synthetic membrane materials (depth and specification conformance);
- Photographs to document construction;
- Observe and document the installation of the granular drainage layer and leachate collection piping;
- Attending weekly construction meetings.

RPR services will be provided in accordance with attached Exhibit B.

Construction Conformance Testing

The contractor will be required to provide all source testing of construction materials. For this proposal we have included costs for providing conformance testing for the project (testing of materials after they have been placed to confirm conformance with specifications). This provides Steele County with a third party evaluation of construction materials and methods. The type of laboratory testing and estimated number of tests required is based on a construction area of approximately 8 Acres for the MSW cells. The material to be tested includes liner clay, synthetic membrane destructive testing, and leachate collection layer material. The contractor will be responsible for testing and conformance verification and costs during placement of the clay liner.

Steele County Responsibilities

We plan to require the Contractor to perform construction surveying, but do recommend that the County provide an initial sub-grade verification survey to assure that construction survey information is accurately reconciled with historical site control.

Also, as part of construction, a groundwater monitoring well, located north of the Phase III Demolition Landfill footprint will be extended by the County separate from this project. SEH will provide well extension specifications for a licensed well driller to comply with. Costs for the licensed well driller will be billed directly to Steele County.

TASK 5 | Construction Certification

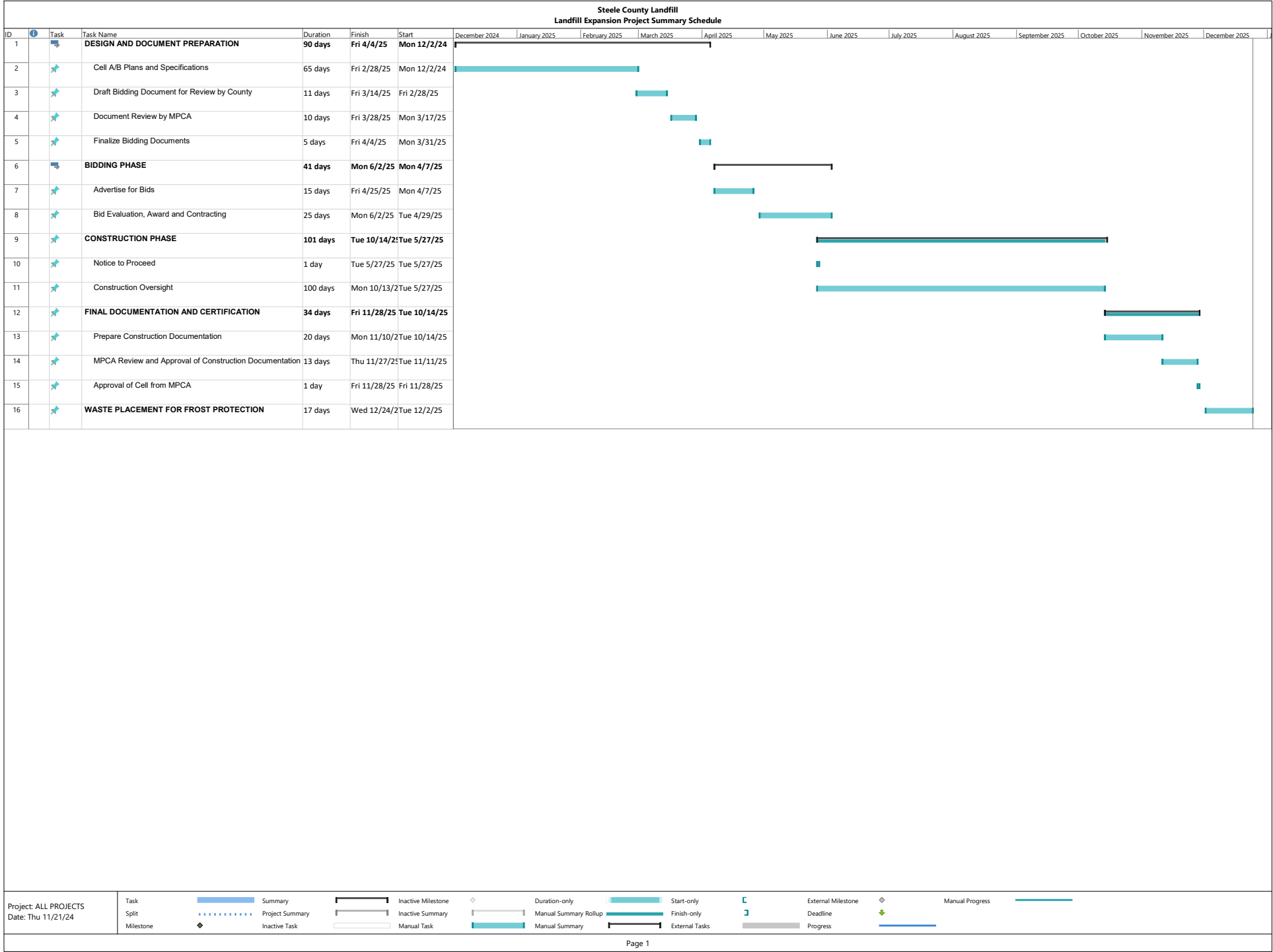
SEH will prepare a certification report for the Cell V-A&B construction activities as required by MN Rules Section 7035.2815. SEH will prepare a report for the MPCA for approval of waste placement within the cell in order for the County to begin placement of waste frost protection. The report will include the following information:

- As-built engineering plans, identifying the site layout, lysimeter, and liner details, and other site information as appropriate;
- As-built engineering plans identifying the completed leachate piping layouts;
- Construction drainage structure installation;
- Confirmation survey control of all layers of liner and leachate and groundwater collection layers;
- A comprehensive narrative explaining how cell and drainage feature construction was accomplished, along with Construction Quality Assurance information;
- Field notes and any photographs taken during liner construction to document activities;
- Shop drawings;
- Laboratory testing results;
- List of changes from the approved plan, as necessary;
- Construction field testing results and any documentation to verify specification performance.

SEH will submit the final certification to the MPCA for review and approval for new cell operation.

Project Schedule

SEH proposes to start the project immediately. One of our goals will be to complete the project as early as possible to obtain competitive construction pricing from contractors. SEH will coordinate effectively with Steele County and the MPCA to minimize conflicts that could prolong the required regulatory review and approval process. We will work with Steele County throughout the process to prioritize activities to achieve your scheduling needs for the work.



Cost Estimate

The proposed services will be completed under the signed contract agreement and authorization to proceed. SEH will perform the services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature. SEH will submit invoices to Steele County on a monthly basis as appropriate for the time and materials incurred during that billing period.

Compensation for the services will be based on time and materials, with cost not-to-exceed the cost estimate without written authorization. The cost estimate to complete the Landfill Construction is summarized below. The costs assume that SEH will be providing in-place conformance testing for the liner and leachate drainage layer during construction.

Conformance testing including laboratory soils and geomembrane testing costs for materials placed during construction are included in our cost for proposal. Conformance testing costs were estimated at \$39,522.

Fee Estimate for Steele County Public Works
2025 Landfill Expansion Construction
Short Elliott Hendrickson Inc. (SEH)

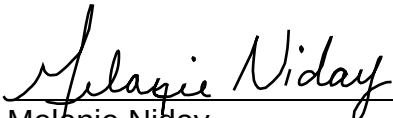
Phase/ Task	Labor Fees											Expenses				Rield Supplies Equip Subs	Total	
	Sr. Elec. Engineer	Senior PM	Sr. Env. Engineer	Project Engineer	Project Engineer	Staff Engineer	Staff Engineer	Project Designer	RPR Technician	CADD Designer	Admin Assistant	Total Labor	Travel	Per Diem	Meals			Computer & Repro
Task 1 -Project Management																		
Hours	0	13	16	130	0	12	0	0	0	0	0	171						
Task 1 Subtotals												\$30,107.65	\$0.00	\$0.00	\$0.00	\$991.80	\$0.00	\$31,099.45
Task 2 - Plans and Specifications																		
Hours	32	0	36	80	24	182	164	60	0	96	12	686						
Task 2 Subtotals												\$113,826.30	\$0.00	\$0.00	\$0.00	\$3,978.80	\$0.00	\$117,805.10
Task 3 - Bidding Assistance																		
Hours	0	0	3	28	0	21	0	0	0	0	7	59						
Task 3 Subtotals												\$9,226.78	\$241.20	\$0.00	\$0.00	\$342.20	\$0.00	\$9,810.18
Task 4 - CQA																		
Hours	0	0	0	136	0	150	60	0	1000	0	0	1346						
Task 4 Subtotals												\$200,813.44	\$25,710.30	\$17,250.00	\$0.00	\$7,806.80	\$39,522.00	\$291,102.54
Task 5 - Certification Report																		
Hours	0	8	8	40	0	60	60	0	0	60	8	244						
Task 5 Subtotals												\$38,319.49	\$0.00	\$0.00	\$0.00	\$1,415.20	\$0.00	\$39,734.69
Individual Project Hours																		
Subtotal	\$9,216.00	\$5,107.20	\$13,956.77	\$68,889.60	\$5,222.40	\$62,668.80	\$41,959.30	\$10,752.00	\$147,200.00	\$24,211.20	\$3,110.40	\$392,293.66	\$25,951.50	\$17,250.00	\$0.00	\$14,534.80	\$489,551.96	

Assumptions

The estimated fee is estimated on an hourly basis and will not exceed the amount of \$489,551.96 including expenses and equipment without prior authorization of Steele County.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

By: 
Full Name: Melanie Niday
Title: Regional Practice Center Leader

Steele County

By: _____
Full Name: _____
Title: _____

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between Steele County (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 14, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between Steele County (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 14, 2024

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
- 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
- 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
- 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Steele County Agenda Item

Request for Board Action

Subject: Resolution - Approve Final Payment for Contract No. 242402; CP 074-024-002

Department: Highway

Committee: Public Works

Committee Meeting Date: December 12, 2024

Work Session Date: NA

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☒ Yes ☐ No

Policy Committee Recommendation:

NA

Recommendation:

Adopt resolution to approve final payment for Contract No. 242402: CP 074-024-002 to Crane Creek Asphalt in the amount of \$62,373.02.

Background (*Including Budget Impact*):

This project resurfaced CSAH 8 from CSAH 77 to CSAH 12. The project was funded with State-Aid Maintenance funds and Sales Tax funds. The final contract amount was \$1,240,620.43.

Attachments:

Final Pay Request

Resolution – Certificate of Final Acceptance



STEELE COUNTY
HIGHWAY DEPARTMENT
PO Box 890 • 3000 Hoffman Drive NW • Owatonna, MN 55060-0890
(507) 444-7670

Contract Number: 242402
Final Pay Request Number: 2

Project Number	Project Description
CP 074-024-002	2024 CSAH 8 (CSAH 77 TO CSAH 12) BITUMINOUS OVERLAY

Contractor: Crane Creek Asphalt 710 24th Street NW Faribault, MN 55021	Vendor Number: 339 Up To Date: 12/02/2024
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Contract Amount

Original Contract	\$1,286,820.22
Contract Changes	\$0.00
Revised Contract	\$1,286,820.22

Funds Encumbered

Original	\$1,286,820.22
Additional	N/A
Total	\$1,286,820.22

Work Certified To Date

Base Bid Items	\$1,240,620.43
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$1,240,620.43

Project Number	Work Certified This Request	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 074-024-002	\$360.00	\$1,240,620.43	\$0.00	\$1,178,247.41	\$62,373.02	\$1,240,620.43
Contract 242402 Totals	\$360.00	\$1,240,620.43	\$0.00	\$1,178,247.41	\$62,373.02	\$1,240,620.43
	Percent: Retained: 0%			Percent Complete: 96.41%		
Amount Paid This Final Pay Request					\$62,373.02	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, and that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

County Engineer

Date

Approved By Crane Creek Asphalt

Contractor

Date

Contract No.: 242402
Final Pay Request No.: 2

**Steele County Highway Department
Certificate of Final Contract Acceptance
Final Voucher Number: 2**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 12/4/2024 Signature [Signature] County Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$1,240,620.43 and agrees to the amount of \$62,373.02 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Crane Creek Asphalt

By Wayne Giorke - Area Manager

And _____ And _____

State of _____

On This 4th Day Dec, 2024, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed

(Corporate Acknowledgment)

Wayne Giorke And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Area Manager and _____ of the

Crane Creek Asphalt, A Division of
Marty Construction Company Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said Area Manager and _____
acknowledged said instrument to be the free act and deed of said Corporation.

Notaria  APRIL D FISHER
Seal NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2028

My Commission as Notary Public in Steele County

Expires Jan 31, 2028 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

**Steele County Highway Department
Certificate of Final Contract Acceptance
County Board Acknowledgement**

Contract Number: 242402
Contractor: Crane Creek Asphalt
Date Certified: December 2, 2024
Final Pay Request Number: 2

Whereas; Contract No. 242402 has in all things been completed, and the County Board being fully advised in the premises, now then be resolved; that we do hereby accept said completed project for and in behalf of the Steele County Highway Department and authorize final payment as specified herein.

I, Renea Fry, County Administrator within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

State of Minnesota
County of Steele

Dated this ____ day of _____, 20__

Signed by _____
County Administrator

Contract Summaries

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-09-30	\$1,240,260.43	\$62,013.02	\$1,178,247.41
2	2024-12-02	\$360.00	(\$62,013.02)	\$62,373.02

Contract Funding Category Summary						
Funding Category Name	Work Certified this Request	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH 8	\$360.00	\$1,240,620.43	\$0.00	\$1,178,247.41	\$62,373.02	\$1,240,620.43

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
240203	Local (Co. Maintenance)	\$45,000.00	\$900,000.00	\$900,000.00	\$900,000.00
240203	Sales Tax	\$17,373.02	\$386,820.22	\$386,820.22	\$340,620.43

Project Summaries

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
CP 074-024-002	1	2024-09-30	\$1,240,260.43	\$62,013.02	\$1,178,247.41
CP 074-024-002	2	2024-12-02	\$360.00	(\$62,013.02)	\$62,373.02

Project Funding Category Summary							
Project	Funding Category Name	Work Certified This Request	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 074-024-002	CSAH 8	\$360.00	\$1,240,620.43	\$0.00	\$1,178,247.41	\$62,373.02	\$1,240,620.43

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CP 074-024-002	240203	\$45,000.00	\$900,000.00	\$900,000.00	\$900,000.00
CP 074-024-002	240203	\$17,373.02	\$386,820.22	\$386,820.22	\$340,620.43

Contract Items

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount Certified This Request	Quantity To Date	Amount Certified To Date
CP 074-024-002	1	2021.501	MOBILIZATION	LS	\$24,900.00	1	0	\$0.00	1	\$24,900.00
CP 074-024-002	2	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$3.75	35	0	\$0.00	35	\$131.25
CP 074-024-002	3	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$34.50	29	0	\$0.00	29	\$1,000.50
CP 074-024-002	4	2118.509	AGGREGATE SURFACING CLASS 5 MOD	TON	\$28.00	225	0	\$0.00	142.5	\$3,990.00
CP 074-024-002	5	2118.509	AGGREGATE SURFACING CLASS 1(B)	TON	\$17.00	3525	0	\$0.00	3614.26	\$61,442.42
CP 074-024-002	6	2232.504	MILL BITUMINOUS SURFACE (3.0") (P)	S Y	\$1.60	64505	0	\$0.00	60138	\$96,220.80
CP 074-024-002	7	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$73.50	14578	0	\$0.00	14046.18	\$1,032,394.23
CP 074-024-002	8	2540.602	MAIL BOX	EACH	\$50.00	2	0	\$0.00	1	\$50.00
CP 074-024-002	9	2540.602	MAIL BOX SUPPORT	EACH	\$200.00	9	0	\$0.00	12	\$2,400.00
CP 074-024-002	10	2563.601	TRAFFIC CONTROL	LS	\$5,250.00	1	0	\$0.00	1	\$5,250.00
CP 074-024-002	11	2580.503	INTERIM PAVEMENT MARKING	L F	\$0.01	5572	0	\$0.00	4345	\$43.45
CP 074-024-002	12	2582.503	4" SOLID LINE PAINT	L F	\$0.12	23682	3000	\$360.00	24130	\$2,895.60
CP 074-024-002	13	2582.503	6" SOLID LINE PAINT	L F	\$0.17	54867	0	\$0.00	55378	\$9,414.26
CP 074-024-002	14	2582.503	4" BROKEN LINE PAINT	L F	\$0.12	4146	0	\$0.00	4066	\$487.92

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount Certified This Request	Quantity To Date	Amount Certified To Date
Base Bid Totals:								\$360.00		\$1,240,620.43

Base Bid Project Category Totals				
Project	Category			Amount Certified To Date
CP 074-024-002	CSAH 8			\$1,240,620.43

Contract Changes

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount Certified This Request	Quantity To Date	Amount Certified To Date
Contract Change Totals:										\$0.00		\$0.00

Contract Total	\$1,240,620.43
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1806.1 DETERMINATION AND EXTENSION OF CONTRACT TIME. Prior to starting this project, the contractor was working on contract 243709 which required extra work. Change Order No. 2 on that project added several days of extra work, but that project's contract time was not extended as the completion date still had enough time allotted to complete the remaining work. Due to both projects in close proximity, both projects could not be completed at the same time due to traveling public needs and haul route needs. The contractor anticipated those extra days needed for that extra work would be used to complete this project by its completion date. Resolution: The contract time will be modified as follows: The completion date is revised to September 24, 2024. The Department will waive Liquidated Damages in accordance with 1807.2. The work was substantially completed and the project was in a condition for safe and convenient use of the travelling public at the end of September 24, 2024. Entitlement: There are no changes to contract unit prices or additional costs.	\$0.00	\$0.00

Material On Hand

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



Steele County Agenda Item

Request for Board Action

Subject: Contract Award – Rural Intersection Lighting on Various Highways

Department: Highway

Committee: Public Works

Committee Meeting Date: December 12, 2024

Work Session Date: NA

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

NA

Recommendation:

Award contract for Rural Intersection Lighting on Various Highways, SAP 074-070-008, to River City Electric Company in the amount of \$655,792.00.

Background (*Including Budget Impact*):

This project will install street lighting at 28 high priority rural intersections to improve safety. The County Road Safety Plan identified lighting as an improvement for these intersections that are high risk for crashes.

The Federal Highway Safety Improvement Program (HSIP) awarded up to \$796,500 to cover 90% of the project costs. The remaining costs will be funded with Sale Tax revenue. The project was advertised for bids which were opened on Thursday, November 21st. There were five bidders. The bid results are shown below.

Bidder	Total Amount	Percent Over/ Under Estimate
Engineer's Estimate	\$416,992.00	NA
River City Electric Co	\$655,792.00	57.27% OVER
MN Signal	\$664,735.00	59.41% OVER
Design Electric	\$862,773.00	106.90% OVER
Cole's Electric, Inc	\$878,595.00	110.70% OVER
Premier Electrical Corporation	\$1,363,421.00	226.97% OVER

River City Electric Company is a responsible contractor capable of performing the work.

Attachments:

NA



Steele County Agenda Item

Request for Board Action

**Subject: Minnesota Department of Revenue Agreement for Collection of Local Option
Transportation Sales Tax**

Department: Finance Department

Committee: Public Works

Committee Meeting Date: December 12, 2024

Work Session Date: December 12, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

NA

Recommendation:

Approve the Agreement with the Minnesota Department of Revenue (MnDOR) for the collection of Local Option Transportation Sales Tax and authorize the Chair and Finance Director to sign the agreement.

Background (*Including Budget Impact*):

The County Board adopted a 0.5% local option sales tax for transportation in late 2014 and approved the original collection agreement with the MnDOR on February 26, 2015.

This Agreement supersedes the previous agreement. There are two main differences from the previous agreement to this agreement. The first changes the schedule for the transmittal of taxes from two monthly payments to one monthly payment. The second sets the fee the County pays for the MnDOR to cover the costs for administration, collection and auditing of the local sales tax. The last agreement set that fee at 1.35% of the sales taxes collected and this agreement sets the fee at a maximum of 1.00%, allowing for it to be adjusted lower.

Attachments:

MnDOR Agreement



Agreement Between the Minnesota Department of Revenue and Steele County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Steele County transit sales tax
- Steele County transit use tax

Laws of Minnesota Statute 297A.993 authorize the above taxes. The taxes are imposed by Steele County Resolution Number 14-73.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Steele County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Steele County. If the local tax revenues collected are not sufficient to cover actions taken, Steele County must provide the department with sufficient funding to process all adjustments.

Steele County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Steele County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Steele County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Steele County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Steele County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Steele County tax jurisdiction will be registered for the Steele County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Steele County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Steele County acknowledges that there is no cost-effective way to identify specific vendors located outside the Steele County taxing jurisdiction who are required to be registered for Steele County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Steele County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Steele County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Steele County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Steele County. Steele County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Steele County taxes as provided in this agreement. The department sends notification each month to Steele County with the month's sales and use tax collections and the administrative fees deducted.

Reports

Upon request, the department will provide Steele County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Steele County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Steele County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Steele County's designated representative. Steele County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Steele County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Steele County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Steele County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Steele County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Steele County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The Department will review its own direct and indirect costs for administering, collecting, and auditing local taxes, and as needed adjust costs accordingly.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the department shall deduct the direct and indirect costs to administer local taxes. Steele County will pay a flat rate of up to 1.0% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the department. If the reimbursement of costs increases, the department will notify Steele County at least 180 days prior to the rate change. An updated agreement is only required when an increase to the flat rate of 1.0% is determined. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Steele County after the last month that the tax is in effect. The report will indicate the total amount of Steele County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Steele County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Steele County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Steele County will be notified of the final settlement.

Responsibilities

When the boundary limits for Steele County change, it is the responsibility of Steele County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Steele County updates or amends the county resolution relating to the Steele County tax covered by this agreement, Steele County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Steele County will then provide the department with a signed copy of the revised or amended resolution.

Steele County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Steele County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Steele County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Steele County.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Steele County Representative

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Signature: _____
Print Name: _____
Print Title: _____
Date: _____



STEELE COUNTY
PROPERTY & MAINTENANCE POLICY COMMITTEE MINUTES
Steele County Administration Center – 630 Florence Ave - Owatonna, MN 55060

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

Thursday, December 5, 2024 at 8:00 a.m. – Steele County Boardroom

Attendees: Commissioner Gnemi, Commissioner Brady, Finance Director Candi Lemarr, Facilities and Fleet Director Jake Rysavy, IT Director Dave Purscell, Property Tax & Elections Director Jennifer Mueller, and Administrator Renae Fry

Consent Agenda:

1. Committee recommends approving the Contract for Ditch Inspector Services for 2025 with the Soil & Water Conservation District
2. Committee recommends approving the Final Payment to Mohs Contracting Inc for the LEC Generator Update Project in the amount of \$8,366.42

Information:

Jake Rysavy updated the committee regarding the status of the ongoing building projects. Taping, sanding and painting is underway on the Detention Center addition. Once the windows are installed and the area brought up to temperature, carpeting and other finishes will be installed. Completion is still planned for February. The CCA building is on schedule and completion is expected in February. Parking lots are on hold until spring. The new doors for the Alexander Building are expected next week.

Department Head Reports

PT&E: Election Day records have been entered and post-election reports are complete. The team is working on the end of year settlement statements and starting tax preparation for 2025.

Finance: Tax collections are on track. The Truth in Taxation hearing was held last night with a few people in attendance. The team is working on year end reporting and Candi will be bringing an amendment to the local option sales tax agreement to the Public Works Committee for review and approval.

Information Technology: the MNPrairie refresh and cubicle projects are ongoing and nearing completion. The new computers for the sheriff's vehicles are being installed. The new computers for CCA are presenting some challenges because the vehicles are smaller than the squads used by the Sheriff's department.

Facilities: The last time the master facilities plan was reviewed was in 2021. Jake, Candi and Renae are starting the process of updating the plan.



Steele County Agenda Item

Request for Board Action

Subject: 3rd Qtr 2024 Financial Reports

Department: Finance Department

Committee: Internal Central Services

Committee Meeting Date: December 12, 2024

Work Session Date: December 12, 2024

Board Meeting Date: December 12, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

NA

Recommendation:

Information Only

Background *(Including Budget Impact)*:

For the nine months ending September 30, 2024, Steele County's expenditures exceeded the revenues collected by \$68,111, leaving the County with \$73.2 million in cash and investments. Steele County collected 56.8% of the budget revenues for the year. Most of the remaining revenues will be collected during October and November when the second half of property taxes are collected.

Expenditures spent accounted for 56.9% of budget. A large majority of the expenditures underspent included the areas of service & charges, supplies & materials, debt service, and capital expenditures. Many capital projects such as the Sheriff Office addition and Community Corrections building are still underway and will see additional spending in the remainder of the year. Also, a lot of the highway projects are not paid until the 4th quarter of the year. So due to these reasons, expenditures fell behind budget.

Attached are the financial reports as of September 30, 2024.

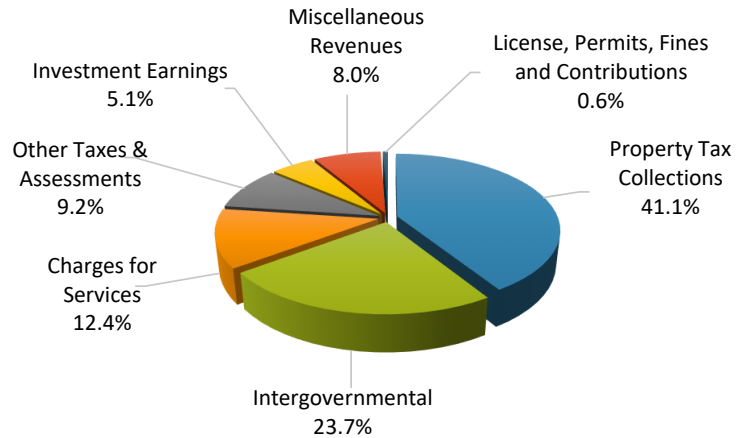
Attachments:

3rd Quarter Financial Reports

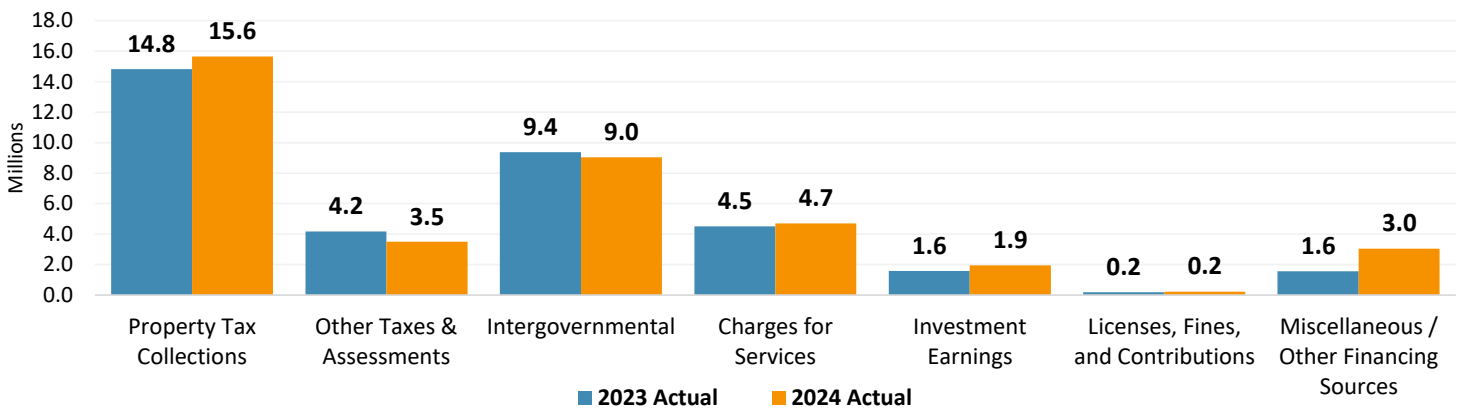
Steele County
Overview of Activities
January - September 2024

January - September 2024 Revenues

Property Tax Collections	\$ 15,649,900
Intergovernmental	9,039,043
Charges for Services	4,709,562
Other Taxes & Assessments	3,494,508
Investment Earnings	1,942,941
Miscellaneous Revenues	3,048,037
License, Permits, Fines and Contributions	224,694
Total Revenues	\$ 38,108,685



Revenues in Comparison to Prior Year



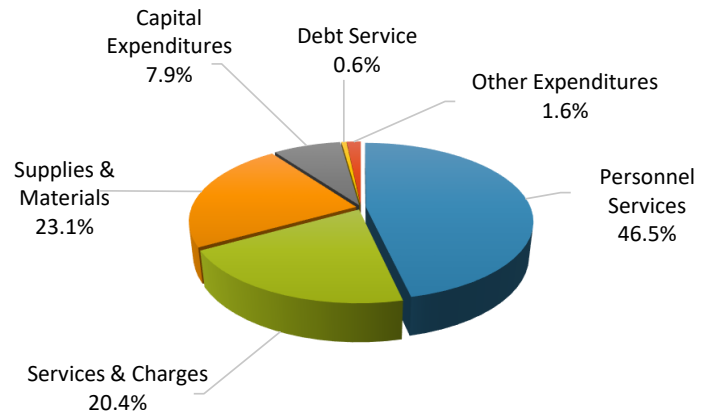
Significant changes between 2023 and 2024 are outlined below:

- **Property Tax Collections** increased by 5.6% due to the board approved property tax levy increase of 4.9% for 2024 and taxpayers opting to pay the full year property in May 2024. Through the first tax settlement date of 5/15/2024 the County collected 53.2% of all levied property tax.
- **Other Taxes & Assessments** decreased by 16.1% mainly from a reduction in the sales tax collections in comparison to the prior year.
- **Intergovernmental** revenues decreased by 3.6% due to the amount of state aid collected from the State of Minnesota in comparison to the prior year.
- **Investment Earnings** increased by 22.2% mainly due interest rates remaining higher from the historic lows during the COVID-19 pandemic.
- **Miscellaneous / Other Financing Sources** increased by 94.9% due to the County receiving an equity payment from the Minnesota Prairie County Alliance joint venture in September 2024 for \$1,227,754. This equity payment was received in October in the previous year. Other major changes in comparison to the previous year include the sale of the Law Enforcement Center (LEC) to the City of Owatonna for \$700,000.

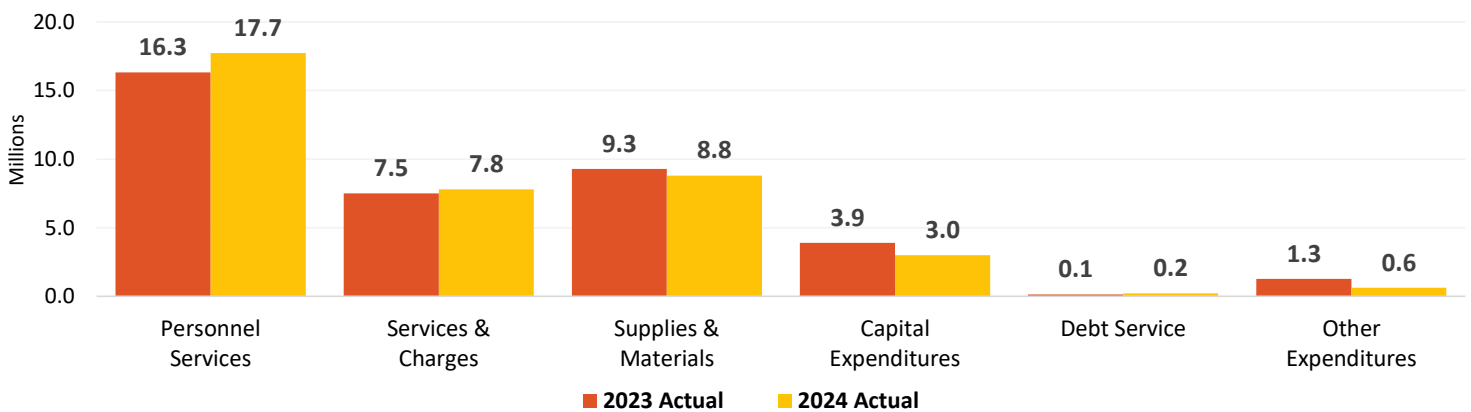
Steele County
Overview of Activities (Continued)
January - September 2024

January - September 2024 Expenditures

Personnel Services	\$ 17,734,523
Services & Charges	7,796,151
Supplies & Materials	8,804,940
Capital Expenditures	3,000,171
Debt Service	223,992
Other Expenditures	617,019
Total Expenditures	\$ 38,176,796



Expenditures in Comparison to Prior Year

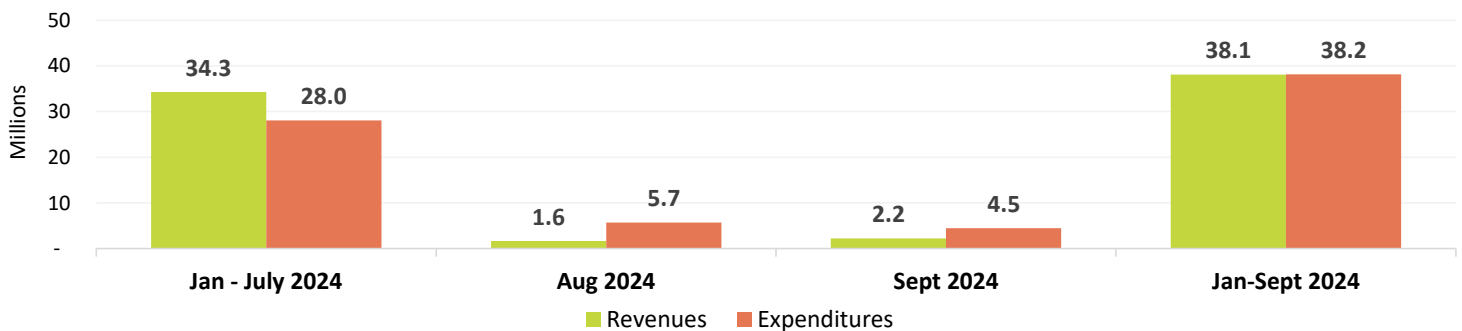


Significant changes between 2023 and 2024 are outlined below:

- **Personnel Services** are the main driver for expenditures in most County departments, which increased by 8.7% over the prior year. This increase is due to changes in the cost of living adjustment (COLA), additional market salary adjustment given to employees 1/1/2024, employee anniversary step increases, health insurance premiums, retirement payouts, payroll taxes, and worker's compensation insurance. Other factors for personnel services include vacation and sick leave payouts, uniforms provided by the county, and unemployment benefits.
- **Supplies & Materials** decreased by 5.2% mainly due to expenditures for road and bridge construction projects in comparison to the prior year.
- **Capital Expenditures** decreased by 22.9% mainly due to there being major capital equipment purchases for the Landfill in 2023 including a loader and dozer for over \$1.0M. Additional capital costs are expected in Q4 2024 with the ongoing construction of the Sheriff's office addition and Community Corrections building.
- **Other Expenditures** decreased by 51.6% due to the 2023 board-approved transfer of \$900,000 from the General Fund to the Capital Projects fund for the expected County portion of the Fairgrounds electrical project.

Steele County
Comparative Financial Statements
January - September 2024

Revenues	Jan - July 2024 Actual	August 2024 Actual	September 2024 Actual	Jan-Sept 2024 Actual	2024 Budget	% of 2024 Budget
Property Tax Collections	\$ 15,649,900	\$ -	\$ -	\$ 15,649,900	\$ 29,394,452	53.2%
Other Taxes & Assessments	2,796,991	334,752	362,765	3,494,508	5,281,500	66.2%
Intergovernmental	8,582,254	419,520	37,269	9,039,043	14,918,098	60.6%
Charges for Services	3,975,219	448,412	285,931	4,709,562	7,454,868	63.2%
Licenses and Permits	83,870	32,989	19,765	136,624	194,000	70.4%
Fines and Forfeitures	6,522	5,078	588	12,188	13,500	90.3%
Investment Earnings	1,507,092	245,382	190,467	1,942,941	315,000	616.8%
Gifts and Contributions	75,882	-	-	75,882	100,000	75.9%
Miscellaneous / Other Financing Sources	1,590,413	150,819	1,306,805	3,048,037	9,413,110	32.4%
Total Revenues	34,268,143	1,636,952	2,203,590	38,108,685	67,084,528	56.8%
Expenditures						
<i>Personnel Services</i>						
Wages and Overtime	9,773,756	2,022,020	1,343,466	13,139,242	17,792,076	73.8%
Health, Life and Disability Insurance	1,819,529	262,685	263,090	2,345,304	3,434,807	68.3%
PERA Contributions	848,226	175,278	114,278	1,137,782	1,564,527	72.7%
FICA / Medicare Tax	629,706	132,452	85,904	848,062	1,178,426	72.0%
Other Payroll Related Expenses	251,986	7,640	4,507	264,133	492,232	53.7%
Total Personnel Services	13,323,203	2,600,075	1,811,245	17,734,523	24,462,068	72.5%
Services & Charges	7,185,608	314,262	296,281	7,796,151	13,025,920	59.9%
Supplies & Materials	4,404,107	2,440,861	1,959,972	8,804,940	16,794,186	52.4%
Capital Expenditures	2,332,730	306,804	360,637	3,000,171	9,802,600	30.6%
Debt Service Levy	90,925	-	-	90,925	1,865,663	4.9%
Non-Levied Debt	133,067	-	-	133,067	45,467	292.7%
Other Expenditures	574,426	16,640	25,953	617,019	1,088,624	56.7%
Total Expenditures	28,044,066	5,678,642	4,454,088	38,176,796	67,084,528	56.9%
Net Revenues Over (Under) Expenditures	\$ 6,224,077	\$ (4,041,690)	\$ (2,250,498)	\$ (68,111)	\$ -	



Steele County
Fund Financial Statements
January - September 2024

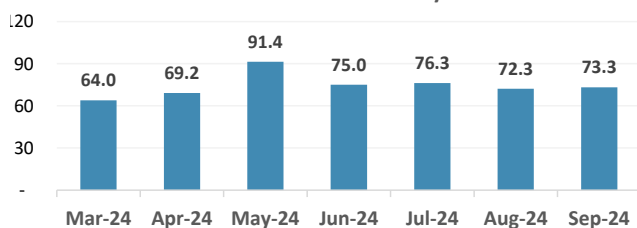
Revenues	General Fund	Highway Fund	Debt Service Fund	Capital Projects Fund	Other County Funds/Dept*	Total
Property Tax Collections	\$ 13,167,237	\$ 1,389,195	\$ 904,310	\$ 189,158	\$ -	\$ 15,649,900
Other Taxes & Assessments	242,965	3,072,378	6,890	1,066	171,209	3,494,508
Intergovernmental	3,405,842	5,410,546	82,037	17,139	123,479	9,039,043
Charges for Services	2,785,792	538,433	-	-	1,385,337	4,709,562
Licenses and Permits	129,492	7,132	-	-	-	136,624
Fines and Forfeitures	12,188	-	-	-	-	12,188
Investment Earnings	1,929,200	-	-	-	13,741	1,942,941
Gifts and Contributions	75,882	-	-	-	-	75,882
Miscellaneous / Other Financing Sources	1,679,262	9,652	-	982,943	376,180	3,048,037
Total Revenues	23,427,860	10,427,336	993,237	1,190,306	2,069,946	38,108,685

Expenditures						
<i>Personnel Services</i>						
Wages and Overtime	11,494,366	1,323,868	-	-	321,008	13,139,242
Health, Life and Disability Insurance	1,961,869	333,580	-	-	49,855	2,345,304
PERA Contributions	1,021,026	94,174	-	-	22,582	1,137,782
FICA / Medicare Tax	731,747	92,532	-	-	23,783	848,062
Other Payroll Related Expenses	218,194	37,184	-	-	8,755	264,133
Total Personnel Services	15,427,202	1,881,338	-	-	425,983	17,734,523
Services & Charges	7,014,883	333,324	-	-	447,944	7,796,151
Supplies & Materials	1,471,463	7,119,618	-	3,652	210,207	8,804,940
Capital Expenditures	365,005	565,285	-	1,885,983	183,898	3,000,171
Debt Service Levy	-	-	90,925	-	-	90,925
Non-Levied Debt	-	-	-	-	133,067	133,067
Other Expenditures	601,665	281	2,149	-	12,924	617,019
Total Expenditures	24,880,218	9,899,846	93,074	1,889,635	1,414,023	38,176,796
Net Revenues Over (Under) Expenditures	(1,452,358)	527,490	900,163	(699,329)	655,923	(68,111)
Cash and Investment Balance - Dec 31, 2023	27,271,443	17,557,664	1,232,408	10,690,184	9,207,308	65,959,007
Balance Sheet Cash Changes	21,128	-	-	-	210	21,338
Cash and Investment Balance - Sept 30, 2024	\$ 25,840,213	\$ 18,085,154	\$ 2,132,571	\$ 9,990,855	\$ 9,863,441	65,912,234

* Includes Landfill, Ditch, Bixby, Clean Water Partnership, Opioid Settlement, Homelessness & Housing, and Trust Funds (Excludes County Custodial Funds)

Cash and Investments - Funds Held for Other Agencies Sept 30, 2024	7,384,841
Total County Cash and Investments on Sept 30, 2024	\$ 73,297,075

Cash & Investment History



Asset Allocation

Investment Portfolio	\$ 68,224,670
Checking Accounts	5,070,480
Petty Cash	1,925
Total County Cash and Investments on Sept 30, 2024	\$ 73,297,075

Steele County
Net (Revenues)/Expenditures in Comparison to Levied Funding Per Department
For Twelve Months Ended September 30, 2023 and 2024

	Net (Revenues)/ Expenditures		Percentage of 2023		Net (Revenues)/ Expenditures		Percentage of 2024
	2023 Jan-Sept	2023 Levy	Actual to Levy		2024 Jan-Sept	2024 Levy	Actual to Levy
General Government							
Commissioners	\$ 177,233	\$ 231,496	76.6%	\$	192,672	\$ 247,321	77.9%
Courts	285,702	364,750	78.3%		320,619	535,750	59.8%
Law Library	8,666	-	0.0%		10,141	-	0.0%
County Administrator	220,312	249,671	88.2%		285,371	330,840	86.3%
Human Resources	269,723	302,442	89.2%		287,256	381,701	75.3%
Property Tax & Elections	353,159	630,601	56.0%		389,613	571,112	68.2%
Finance	434,545	544,878	79.8%		525,519	633,574	82.9%
Information Technology	297,542	378,926	78.5%		321,808	550,232	58.5%
Central Services	208,370	389,591	53.5%		326,913	440,841	74.2%
County Attorney	900,132	1,163,640	77.4%		929,657	1,191,278	78.0%
Recorder	196,361	205,450	95.6%		216,266	251,089	86.1%
Surveyor	25,518	30,000	85.1%		19,518	35,000	55.8%
County Assessor	541,968	761,888	71.1%		600,040	859,092	69.8%
Geographic Information Systems (GIS)	91,710	128,374	71.4%		126,382	196,058	64.5%
Planning & Zoning	285,825	313,804	91.1%		271,917	337,911	80.5%
Buildings and Grounds	1,244,796	1,615,428	77.1%		1,237,403	1,682,030	73.6%
Veterans Service	173,005	244,651	70.7%		182,362	255,229	71.5%
Other General Government	(1,868,384)	(2,091,735)	89.3%		(3,998,558)	(2,651,928)	150.8%
Total General Government	3,846,183	5,463,855	70.4%		2,244,899	5,847,130	38.4%
Public Safety							
Sheriff	2,699,444	3,481,377	77.5%		2,819,635	3,769,781	74.8%
Coroner	67,318	110,000	61.2%		44,456	114,000	39.0%
Public Transit	(140)	-	0.0%		70	-	0.0%
Detention Center	2,721,788	4,287,210	63.5%		3,022,584	4,269,316	70.8%
Community Corrections	734,920	1,187,211	61.9%		744,667	1,187,211	62.7%
Law Enforcement Center	346,922	322,282	107.6%		445,324	288,927	154.1%
Joint Dispatch	716,078	954,770	75.0%		753,961	1,005,288	75.0%
Emergency Management	111,986	166,620	67.2%		15,693	165,768	9.5%
Total Public Safety	7,398,316	10,509,470	70.4%		7,846,390	10,800,291	72.6%
Sanitation							
Environmental Services	176,869	-	0.0%		172,744	-	0.0%
Landfill	656,188	-	0.0%		(233,819)	-	0.0%
Total Sanitation	833,057	-	0.0%		(61,075)	-	0.0%
Road and Bridge							
Highway	11,207	2,512,001	0.4%		861,707	2,585,245	33.3%

Steele County
Net (Revenues)/Expenditures in Comparison to Levied Funding Per Department
For Twelve Months Ended September 30, 2023 and 2024

	Net (Revenues)/ Expenditures 2023 Jan-Sept	2023 Levy	Percentage of 2023 Actual to Levy	Net (Revenues)/ Expenditures 2024 Jan-Sept	2024 Levy	Percentage of 2024 Actual to Levy
<i>Human Services</i>						
MNPrairie County Alliance	2,805,810	5,611,620	50.0%	2,889,657	5,779,314	50.0%
Homelessness & Housing	(63,524)	-	0.0%	(120,137)	-	0.0%
Total Human Services	2,742,286	5,611,620	48.9%	2,769,520	5,779,314	47.9%
<i>Health</i>						
Public Health	890,304	1,070,060	83.2%	847,381	1,365,556	62.1%
Opioid Settlement Funds	(35,833)	-	0.0%	(247,653)	-	0.0%
Total Health	854,471	1,070,060	79.9%	599,728	1,365,556	43.9%
<i>Culture and Recreation</i>						
Historical Society	8,000	8,000	100.0%	8,000	8,000	100.0%
Parks and Recreation	247,054	318,567	77.6%	264,990	348,270	76.1%
Four Seasons Center	4,265	31,719	13.4%	(13,776)	57,362	(24.0%)
Community Center	8,571	11,200	76.5%	8,570	11,200	76.5%
Total Culture and Recreation	267,890	369,486	72.5%	267,784	424,832	63.0%
<i>Conservation of Natural Resources</i>						
U of M Extension	222,546	390,722	57.0%	216,750	409,723	52.9%
Soil and Water Conservation	67,500	135,000	50.0%	67,500	135,000	50.0%
Agricultural Society/County Fair	42,500	72,500	58.6%	64,606	72,500	89.1%
County Ditch	103,382	-	0.0%	(65,559)	-	0.0%
Clean Water Loan Program	18,844	-	0.0%	16,328	-	0.0%
Bixby Sewer Project	3,089	-	0.0%	(3,200)	-	0.0%
Total Conservation of NR	457,861	598,222	76.5%	296,425	617,223	48.0%
<i>Debt Service</i>						
Debt Service Levy	33,162	1,711,589	1.9%	4,147	1,669,261	0.2%
<i>Capital Improvements</i>						
Capital Projects Fund	564,157	175,100	322.2%	888,486	305,600	290.7%
Net Decrease in Cash without Current Property Tax Levy Collections	17,008,590	28,021,403	60.7%	15,718,011	29,394,452	53.5%
Current Property Tax Levy Collections	(14,825,897)	(28,021,403)	52.9%	(15,649,900)	(29,394,452)	53.2%
Net (Increase)/Decrease in Cash with Property Tax Levy Collections	\$ 2,182,693	\$ -		\$ 68,111	\$ -	