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.

TUESDAY, January 28, 2025 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. XcelEnergy - Notice to Counties – Notice of Application for Authority to Increase Electric Rates. (pg. 4)
5. Bakertilly Peer Review letter. (pg. 5)

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.*

6. Approve January 7, 2025 Board Minutes (pg. 8)
7. Approve Bills (pg. 14)

8. Approve Personnel Report (pg. 53)
9. Approve Amendment to terminate Kruckeberg Services Waste Delivery Contract and approve Waste Delivery Contract with Harter's Disposal of Minnesota. (pg. 54)
10. Approve the contract renewal with Turnkey Corrections with no changes. (pg. 81)
11. Approve out of state travel for three attorney staff to attend the PBK Annual Training.(pg. 94)
12. Approve Out of State Travel for IT Director to attend the 2025 ESRI Public Sector CIO Summit in Redlands, CA. (pg. 102)
13. Approve Out of State Travel for IT Director to attend the 2025 MS-ISAC Annual Meeting in Scottsdale, AZ. (pg. 103)
14. Adopt a Resolution approving Final Payment for Contract No. 234901; SAP 074-649-001 to Ims Contracting, LLC in an amount of $47,169.45. (pg. 105)

General Agenda

15. Approve citizen appointment for Steve Cole to replace Keith Dinse on the Planning Commission. (pg. 126)
16. Adopt a Resolution approving the revised 2025 EFT Authorization due to personnel changes (pg. 127)
17. Approve revised Accounts Payable and Forms Policy (pg. 130)

Public Works Committee- Tuesday, February 14, 2025

18. Approve Garland Designs to provide professional services for the design and construction management of the Four Seasons roofing project (pg. 144)

Public Safety& Health Committee - Tuesday, February 21, 2025

19. Adopt a Resolution accepting $1,000 from Federated Insurance for the Community Emergency Response Team (CERT) (pg. 147)

Information Items

20. Public Works Committee Minutes – February 14, 2025 (pg. 149)
21. Public Safety & Health Committee Minutes – February 21, 2025 (pg. 151)
22. 2024 Pavement Condition Report (pg. 153)
23. Open House: Havana Town Hall on January 30th from 5:00 to 7:00 p.m. (pg. 155)
24. Commissioner training for Board of Appeal and Equalization ends on February 1, 2025

Presentations:

Best Buddies, Best Buddies Minnesota (pg. 157)

- Tricia Buhrow
- Molly Dickerson – SLP at Washington Elementary

Commissioner Reports:

Next Meeting Notices:

Internal Central Services Committee– **Tuesday, February 4th at 8 a.m. in the Boardroom**

Property & Maintenance Committee–**Thursday, February 6th at 8 a.m. in the Boardroom**

Public Works Committee–**Tuesday, February 11th at 8 a.m. in the Boardroom**

County Board Work Session – **Tuesday, February 11th at 4 p.m. in the Boardroom**

County Board Meeting – **Tuesday, February 11th at 5 p.m. in the Boardroom**

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.

Xcel Energy®

414 Nicollet Mall
Minneapolis, MN 55401

December 31, 2024

—Via U.S. Mail—

RE: NOTICE TO COUNTIES AND MUNICIPALITIES – NOTICE OF APPLICATION FOR AUTHORITY TO INCREASE ELECTRIC RATES
DOCKET NO. E002/GR-24-320

Hello,

Northern States Power Company, doing business as Xcel Energy, has enclosed a required Notice to Counties and Municipalities along with an Order issued on December 30, 2024, by the Minnesota Public Utilities Commission regarding our Application for Authority to Increase Electric Rates filed in the above noted docket. The enclosed Notice and Order provide information on our Application.

Please contact Pamela Gibbs at (612) 330-2889 or pamela.k.gibbs@xcelenergy.com or contact me at (612) 337-2268 or amber.r.hedlund@xcelenergy.com if you have any questions regarding this letter or the enclosed Notice.

Sincerely,

/s/

AMBER R. HEDLUND
MANAGER, REGULATORY AFFAIRS

Enclosures

Baker Tilly US, LLP
3410 Oakwood Mall Drive
Suite 200
Eau Claire, WI 54701
United States of America

T: +1 (888) 835 1344

bakertilly.com

January 22, 2025

Candi Lemarr
Steele County

Dear Candi:

We are pleased to provide you with the results of our latest peer review. Every three years, Baker Tilly US, LLP is required to be reviewed by an independent CPA firm to determine whether we are following professional auditing standards as required by the American Institute of Certified Public Accountants. During 2024, our quality control system was reviewed by Eide Bailly LLP. This review included a number of public sector clients, including those that were subject to audits according to *Government Auditing Standards* and audits under the Single Audit Act.

Government Auditing Standards issued by the Comptroller General of the United States require Baker Tilly US, LLP to provide you with a copy of our peer review report when we have a peer review. Enclosed you will find a copy of the report which has the heading “Report on the Firm’s System of Quality Control.” We received a rating of “Pass” which is the highest level of assurance we can obtain regarding the quality of our audit practice. The report refers to the AICPA website that describes the peer review process and peer review standards. That website is www.aicpa.org/prsummary.

Our peer review results are for your information and do not require any action on your part. If you have any questions, please contact us.

Sincerely,

BAKER TILLY US, LLP

Sheanne Hediger

Sheanne Hediger, CPA
Principal

Enclosure

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

EideBailly

CPAs & BUSINESS ADVISORS

Report on the Firm's System of Quality Control

November 14, 2024

To the Partners of Baker Tilly US, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.



Eide Bailly LLP
Minneapolis, Minnesota

PROCEEDINGS OF THE STEELE COUNTY BOARD OF COMMISSIONERS

REGULAR SESSION January 7, 2025

STATE OF MINNESOTA }
} ss
COUNTY OF STEELE }

The Steele County Board of Commissioners met in Regular Session at 5:00 p.m. on January 7, 2025 with Commissioner's Brady, Glynn, Prokopec, Abbe and Krueger present. Also present were Human Resources Director Gina McGuire, Finance Director Candi Lemarr, IT Director Dave Purscell, County Engineer Paul Sponholz, PT&E Director Jennifer Mueller, County Assessor Brian Anderson, County Attorney Robert Jarrett, Assistant County Attorney Gregory Jones, County Administrator Renae Fry and Executive Assistant Rebecca Kubicek.

The Board meeting was called to order by the County Administrator.

Pledge of Allegiance

The County Administrator called for Chairman nominations for 2025.

Motion by Commissioner Abbe, seconded by Commissioner Glynn to nominate Commissioner James Brady as Chair.

Upon the vote being taken, Commissioner Brady was unanimously elected Chairman for 2025. Commissioner Brady then took the Chair.

The Chairman then called for Vice-Chairman nominations for 2025.

Motion by Commissioner Krueger, seconded by Commissioner Abbe to nominate Commissioner John Glynn as Vice Chairman for 2025.

Upon the vote being taken, Commissioner Glynn was unanimously elected Vice Chairman for 2025.

Motion by Commissioner Glynn, seconded by Commissioner Abbe to approve the agenda with the following changes: Item 30 - Citizen Committee update, Item 32 - Publication Bids updated to include bids and a recommendation, and page 32 - 12/12/2024 agenda bill correction of Ban-Koe should be $18,576.68. Ayes all.

Public Comment: One person spoke regarding eastside corridor

Correspondence: Thank you letter from Transitional Housing

Motion by Commissioner Krueger, seconded by Commissioner Abbe to approve Consent Agenda with the amendment. Ayes all.

Consent Agenda:

A. Approve 2025 Rules of Order
B. Approve the minutes of December 12, 2024 Board Meeting - amended
C. Approve the minutes of December 12, 2024 Board Work Session
D. Approve the minutes of December 19, 2024 Board Meeting
E. Approve the minutes of December 19, 2024 Board Work Session
F. Approve Bills

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G. Approve Personnel Report

Resignations/Retirements/Terminations:

Name	*Position*	*Department*	*End Date*
Jonathan Walstrom	Financial Analyst	Finance	01/17/2025

H. Approve the 2025 Board of Commissioners meeting schedule

I. Adopt a **Resolution** Designating the Official Website for Steele County & Advertisement of Transportation Projects

DESIGNATING OFFICIAL WEBSITE OF STEELE COUNTY AND TRANSPORTATION PROJECT BIDS

NOW, THEREFORE, BE IT RESOLVED, that SteeleCountyMN.gov will be and hereby is designated the official website to publish the proceedings of the County Board, ordinances, official notices, real estate delinquent tax lists, County Board of Equalization, financial statements, and all other notices to be posted by Steele County.

BE IT FURTHER RESOLVED, that SteeleCountyMN.gov will be and hereby is designated as the official website for publication of Steele County transportation projects, as provided for in Minn. Stat. §331A.12.

J. Approve IRS Mileage Rate for 2025 at .70 per mile.

K. Appoint 2025 AMC Delegates

L. Appoint 2025 AMC Policy Committee Members

M. Approve Travel & Training within State of MN

N. Approve Travel & Training – AMC & NACO

O. Adopt a **Resolution** Authorizing Property Tax & Elections Director & Finance Director to Process Payment Warrants

Authorizing Property Tax & Elections Director & Finance Director to Process Auditor's Payment Warrants

Be it Resolved; that the Property Tax & Elections Director or designee & Finance Director or designee are hereby authorized to process payments by payment Warrants, for which the precise amount is fixed by law, which include fees, utility bills, salaries, highway department fuel bills, freight, witness expenses, vehicle registration/tabs, telephone, postage and sheriff's paper service to other counties. Necessary expenses include prepayment of expenses for seminars and other county business trips. Further to authorize payment to contractors for work and material in place on the job as certified by the Engineer or Architect except that the final payment on any project be approved by Board action; to authorize payments for bonds and interest payments for the bonded debt fund and for investments; to authorize payments for purchases made by the County Board wherein an amount has been set and entered in the Board minutes; to authorize payment of emergency welfare funds and Social Service funds as an emergency issuance procedure, as prescribed by state and federal law and claims that are due and would incur interest and penalties. A listing of bills paid will be provided to the County Board for their review.

P. Adopt a **Resolution** Designating UBS Financial Services as County's Depository

Designating a Depository for the County of Steele and persons authorized to sign orders thereon.

BE IT RESOLVED by the Board of Commissioners of Steele County Minnesota, that "UBS Financial Services, LLC.," be and hereby is designated as depository for deposits and safekeeping of said County for such amounts as may be deposited herein.

BE IT FURTHER RESOLVED that orders of the County of Steele drawn on said UBS Financial Services, LLC for funds to be transferred to another Steele County Depository in whatever form shall be signed by one if the following officer is Candi Lemarr, Finance Director of Steele County; and by two if signed by Jennifer Mueller, Steele County Property Tax and Elections Director, and Madison Melcher, Steele

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County Financial Specialist.

BE IT FURTHER RESOLVED that orders to purchase, sell, receive, or transfer investment securities on behalf of Steele County shall be initiated by Candi Lemarr, Steele County Finance Director.

NOW, THEREFORE, BE IT RESOLVED that all transfers of funds or investment securities to and from any Steele County accounts on behalf of Steele County as directed to UBS Financial Services LLC may only be made to another depository or account of Steele County in the name of Steele County.

Q. Adopt a **Resolution** to Authorize Personnel to Process EFT Transactions

Electronic Fund Transfer Transaction
Personnel Authorization

WHEREAS, Steele County will electronically transfer funds and establish appropriate internal controls to ensure compliance with Minnesota law. Therefore, electronic fund transfers will be made for the following types of transactions: claim for payment from an imprest payroll bank account or investment of excess money; payment of tax or aid anticipation certificates; payment of contributions to a pension or retirement fund; vendor payments; and payment of bond principal, bond interest, and a fiscal agent service charge from the debt redemption fund.

BE IT FURTHER RESOLVED, electronic funds transfers can be initiated by the following individuals: Candi Lemarr, County Finance Director; Madison Melcher, Financial Specialist; Jonathan Walstrom, Financial Analyst; Barb Osmon, Financial Specialist; Karen Winter, Property Tax Specialist; Susan Bendorf, Accounting Technician; Bobbie Herzog, Human Resources Generalist; and Emma Schelling, Human Resources Generalist.

BE IT FURTHER RESOLVED, that the Finance Director shall establish internal controls to ensure compliance with Minn. Stat. §471.38, subd. 3 & 3a, to include without limitation, annually providing a certified copy of the delegation of authority to the disbursing bank(s), certifying to the Banks of Steele County the names and signatures of the persons named above and such certifying officer from time to time, hereafter, upon a change in the facts so certified, and immediately certifying to the Banks the names and signatures of the persons then authorized to sign or to act.

BE IT FURTHER RESOLVED, a listing of electronic funds transfers transactions will be submitted to the Board at every Board meeting.

A transfer of funds by wire or electronic funds transfer in any of the Banks used by Steele County shall be by the signatures of the following officers or their alternatives;

Candi Lemarr, Finance Director
Madison Melcher, Financial Specialist
Erin Edel, Accountant
Barb Osmon, Financial Specialist
Karen Winter, Property Tax Specialist
Susan Bendorf, Accounting Technician
Bobbie Herzog, Human Resources Generalist
Emma Schelling, Human Resources Generalist

R. Approve the Steele County Organizational Structure for 2025

S. Approve Out of State Travel to the annual Fidlar Technology Educational Symposium for the County Recorder and one deputy.

T. Approve applications for Exempt Permits for Holy Trinity Catholic Church Litomysl for events to be held on April 13th, July 27th and November 23rd

U. Adopt a **Resolution** Granting Annual Authority to the Finance Director to Designate Depositories and Authorize others to Conduct Banking Transactions.

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Granting Annual Authority to the Finance Director to Designate Depositories and Authorize others to Conduct Banking Transactions

I, Renae Fry, County Administrator do hereby certify that I am the Clerk to the Board of Steele County, a county government organized under the laws of the State of Minnesota, and that the following is a true, complete and correct copy of resolutions duly adopted by the Board of Directors of this entity as of January 7, 2024 and that said resolutions are in full force and effect and have not been rescinded or modified.

THEREFORE BE IT RESOLVED, pursuant to Minnesota Statute l 18A.02 the Finance Director is hereby authorized to designate depositories for the funds of the County or if the Finance Director is not available the Property Tax and Elections Director with a second signature by the Financial Specialist name below is hereby authorized to open or cause to be opened an account or accounts on behalf of and in the name of the County with the Bank according to the Bank's "Terms and Conditions of Deposit Accounts" and any modifications or amendments thereto, and to execute and enter into any other agreement with the Bank for the deposit, withdrawal or transfer of any funds from or to said account(s).

BE IT FURTHER RESOLVED, that the Finance Director or two signatures by the person hereinafter named is hereby authorized for and on behalf of the county to endorse in the name of the county and to cash, negotiate or deposit in such account(s) any money, checks, drafts, orders, notes and any other instruments for the payment of money held by or payable to the county.

BE IT FURTHER RESOLVED, that any checks, drafts, orders or any other withdrawal order including any withdrawal and/or transfer of funds requested to be made by electronic (Minnesota Statute 471.38 subds. 3 and 3a) or similar means and any and all other directions and instructions of any character with respect to funds of the County with the Bank may be signed or initiated with a signature by the Finance Director or two of the following authorized signatures:

Printed Name: Candi Lemarr
Title: Steele County Finance Director

Printed Name: Jennifer Mueller
Title: Property Tax & Elections Director

Printed Name: Madison Melcher
Title: Financial Specialist

General Agenda:

Human Resource Director Gina McGuire read the January Anniversary Report

Name	Position-Dept	Anniv. Date	Yrs. Service
Linda Skala	Correctional Corporal- DC	January 5th	10
Kaiya Martin	Adult Probation Officer II – CC	January 7th	6
Gina Felstead	Correctional Officer-DC	January 8th	1
Jacob Holm	Deputy Sheriff Patrol-Sheriff	January 8th	1
Candi Lemarr	Director of Finance-Finance	January 8th	1
Madison Melcher	Financial Specialist-Finance	January 11th	4
Andrew Seifert	Sergeant-Sheriff	January 12th	10
Matthew Borash	Investigator-Sheriff	January 14th	4
Emma Schelling	Human Resources Generalist-HR	January 16th	1
Brian Rinehart	Correctional Corporal-DC	January 17th	8
JoshuaJohnson	Landfill Supervisor-Landfill	January 17th	7
Susan Bendorf	Accounting Technician – PTE	January 18th	3
Dale Oolman	Director of Planning & Zoning-PZ	January 22nd	24
Gabriel Kasper	Highway Mechanic – Highway	January 22nd	7
Greg Born	Hwy Maintenance Tech.- -Hwy	January 22nd	7
Tanner Wesely	Hwy Maintenance Tech.– -Hwy	January 22nd	1
Stacie Brinkman	Public Health Nurse-PH	January 24th	3
David Brown	Hwy Working Foreperson-Hwy	January 28th	40

Motion by Commissioner Glynn, seconded by Commissioner Abbe to approve Board of

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Commissioners Committee Appointments and Committee Structure for 2025. Ayes all.

Motion by Commissioner Krueger, seconded by Commissioner Abbe to appoint citizens to the Citizen Advisory Committee's for 2025. Ayes all.

Motion by Commissioner Abbe, seconded by Commissioner Glynn to approve the per diem amount for Citizens on Steele County Boards and Commissions at $70.00 per meeting for 2025. Ayes all.

Motion by Commissioner Glynn, seconded by Commissioner Prokopec to award the 2025 Publication Bid to low bidder Owatonna Peoples Press. Ayes all.

Motion by Commissioner Abbe, seconded by Commissioner Krueger to award a contract for the Phase III Demolition Landfill Waste Relocation project to low bidder Icon, LLC. in an amount of $643,935.00. Ayes all.

Motion by Commissioner Abbe, seconded by Commissioner Krueger to approve a letter of support for the City of Owatonna regarding an application to Transportation Alternatives Funding for the East side corridor multi-use trail and authorize the Chair to sign. Ayes all.

Motion by Commissioner Prokopec, seconded by Commissioner Glynn to approve Finance Director to financially write-off Community Corrections department services bad debts in an amount of $26,291.22 due to changes in Probation Reform. Ayes all.

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

AUTHORIZATION TO PARTICIPATE IN THE PERFORMANCE MEASUREMENT PROGRAM

WHEREAS, Benefits to Steele County for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The Steele County Board has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW THEREFORE LET IT BE RESOLVED THAT, Steele County will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, Steele County will submit to the Office of the State Auditor the actual results of the performance measures adopted by the county.

Upon the vote being taken, five Commissioners voted in favor thereof, none absent and not voting. A copy of the Resolution is on file in the Property Tax & Elections Office.

Motion by Commissioner Glynn, seconded by Commissioner Abbe to deny the request for Property Tax Abatement of Penalty Request - Parcel ID 05-036-1200. Ayes all.

Informational item

December 27, 2024, Listing of Bills (payment previously approved by Board Chair)

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Commissioner Reports:

Commissioner Glynn had nothing to report.

Commissioner Prokopec reported his attendance at the Oath of Office.

Commissioner Abbe reported his attendance at 911 Dispatch Joint Powers Board and Oath of Office.

Commissioner Krueger reported his attendance at South Country Health Alliance Financial Committee, South Country Health Alliance Joint Powers Board, Oath of Office, Children Mental Health Collaborative meeting, and Criminal Justice meeting.

Commissioner Brady had nothing to report.

County Attorney introduced Assistant County Attorney Gregory Jones.

County Administrator reported on attending the Non-profit Executive Directors Consortium meeting and held a Dangerous Dog Hearing.

LISTING OF BILLS
January 7, 2025

Advanced Correctional Healthcare Inc	19,676.59
Association Of Mn Counties	24,186.00
Fifth Asset, Inc	10,700.00
Jones Haugh & Smith Inc	5,635.00
Kraft Mechanical LLC	5,330.00
Loken Excavating & Drainage	4,508.20
Met-Con Construction Faribault Div	19,089.42
Metro Sales Inc	3,163.89
Metropolitan Mechanical Contractors Inc	2,050.00
Minnesota Counties Computer Coop	20,219.57
SHI International Corp	11,200.00
Summit Food Services LLC	3,487.17
41 Payments less than 2000	14,554.04
Final Total:	**143,799.88**

Motion by Commissioner Abbe, seconded by Commissioner Prokopec to adjourn to the Call of the Chair at 5:34 p.m. Ayes all.

_____
CHAIRMAN

ATTEST: _____
ADMINISTRATOR

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Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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

Page Break By: 1
1 - Page Break by Fund
2 - Page Break by Dept

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

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
3	DEPT				County Wide			
	5738	Blum/Kristi						
235		01-003-000-0000-6194		55.67	Retirement party supplies-Lesa	Walmart,Target,etc	Personnel Policy	N
	5738	Blum/Kristi		55.67	1 Transactions			
	4414	Kvien/Rick G						
238		01-003-000-0000-6194		18.10	Retirement party supplies-Lesa	Walmart	Personnel Policy	N
	4414	Kvien/Rick G		18.10	1 Transactions			
	9173	Madden Galanter Hansen LLP						
179		01-003-000-0000-6194	AP	6,336.38	Grievance arbitration	1/13/2025	Personnel Policy	Y
	9173	Madden Galanter Hansen LLP		6,336.38	1 Transactions			
	5458	Madison National Life Ins Co Inc						
62		01-003-000-0000-6354	AP	1,053.92	2024 STD pmt for 941 filing	4th quarter	Misc Insurance Acct	N
	5458	Madison National Life Ins Co Inc		1,053.92	1 Transactions			
	3905	Osmundson/Lori A						
77		01-003-000-0000-6194		45.00	Corsages for Recognition party	269432	Personnel Policy	Y
	3905	Osmundson/Lori A		45.00	1 Transactions			
	62475	Owatonna Eagles						
79		01-003-000-0000-6194		3,602.36	2024 Recognition party meal	01/10/2025	Personnel Policy	N
	62475	Owatonna Eagles		3,602.36	1 Transactions			
	84035	Tri-M Graphics						
108		01-003-000-0000-6194		121.23	Programs for Recognition party	106016	Personnel Policy	N
	84035	Tri-M Graphics		121.23	1 Transactions			
	89540	Trihus/Melissa W						
242		01-003-000-0000-6194		76.23	Retirement party supplies-Lesa	Sam's Club	Personnel Policy	N
	89540	Trihus/Melissa W		76.23	1 Transactions			
3	DEPT Total:			11,308.89	County Wide	8 Vendors	8 Transactions	
5	DEPT				Board Of Commissioners			
	6032	APG Media of Southern Minnesota LLC						
4		01-005-000-0000-6242		7.88	Synopsis - 11/26/2024	1031321	Publishing	N
233		01-005-000-0000-6242		12.60	Synopsis - 12/12/2024	1031880	Publishing	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
234	01-005-000-0000-6242		9.45	Synopsis - 12/19/2024	1032021	Publishing	N
6032	APG Media of Southern Minnesota LLC		29.93	3 Transactions			
7866	Brady/James						
147	01-005-000-0000-6261	AP	151.99	AMC conf lodging reimb	12092024	Conference & Training	N
7866	Brady/James		151.99	1 Transactions			
8241	Gnemi/Rick A						
35	01-005-000-0000-6331	AP	36.02	Mileage reimb - Nov & Dec	12312024	Mileage Reimbursement	N
8241	Gnemi/Rick A		36.02	1 Transactions			
5	DEPT Total:		217.94	Board Of Commissioners	3 Vendors	5 Transactions	
13	DEPT			Law Library			
70550	Thomson Reuters - West						
182	01-013-000-0000-6501	AP	1,266.08	West information chg-December	851280036	Books	N
70550	Thomson Reuters - West		1,266.08	1 Transactions			
13	DEPT Total:		1,266.08	Law Library	1 Vendors	1 Transactions	
32	DEPT			Human Resources			
8393	AMC - MACA						
165	01-032-000-0000-6241		125.00	2025 membership renew-GMcGuire	9928-24	Membership Dues	N
8393	AMC - MACA		125.00	1 Transactions			
32	DEPT Total:		125.00	Human Resources	1 Vendors	1 Transactions	
41	DEPT			Auditor			
37025	Innovative Office Solutions LLC						
177	01-041-000-0000-6410		19.64	Legal paper, post-its	4742280	Office Supplies	Y
37025	Innovative Office Solutions LLC		19.64	1 Transactions			
2673	MACO						
58	01-041-000-0000-6241		480.00	2025 MACO dues - Auditor	Steele Co 12/11/2(	Membership Dues	N
2673	MACO		480.00	1 Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
41	DEPT Total:			499.64	Auditor	2 Vendors	2 Transactions	
42	DEPT				Treasurer			
	2673	MACO						
59		01-042-000-0000-6241		480.00	2025 MACO dues - Finance	Steele Co 12/11/2(	Membership Dues	N
	2673	MACO		480.00	1 Transactions			
42	DEPT Total:			480.00	Treasurer	1 Vendors	1 Transactions	
44	DEPT				Financial Administrator			
	6032	APG Media of Southern Minnesota LLC						
6		01-044-000-0000-6242		3.85	2025 budget publication	1030756	Publishing	N
	6032	APG Media of Southern Minnesota LLC		3.85	1 Transactions			
	4212	Bussler Publishing Inc						
8		01-044-000-0000-6242	AP	3,000.00	Fin Stmt publ - 2023 Audit	37811	Publishing	N
	4212	Bussler Publishing Inc		3,000.00	1 Transactions			
	10127	Melcher/Madison						
239		01-044-000-0000-6331	AP	18.76	Mileage - Lanfill - December	January	Mileage Reimbursement	N
	10127	Melcher/Madison		18.76	1 Transactions			
44	DEPT Total:			3,022.61	Financial Administrator	3 Vendors	3 Transactions	
61	DEPT				Information Technology			
	18450	Office of MN IT Services						
158		01-061-000-0000-6212		1,601.12	Monthly fees	DV24120401	M-Net Expenses	N
	18450	Office of MN IT Services		1,601.12	1 Transactions			
61	DEPT Total:			1,601.12	Information Technology	1 Vendors	1 Transactions	
62	DEPT				Central Services			
	9983	CallTower						
9		01-062-000-0000-6210		185.29	Monthly phone charges-Jan	202306475	Telephone	N
	9983	CallTower		185.29	1 Transactions			
	8499	Counties Providing Technology						
13		01-062-000-0000-6301	AP	4,651.00	Gen tech/assist/support-Dec	2565	Equip/Software Maint	Y

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
8499	Counties Providing Technology		4,651.00	1 Transactions			
16282	Crosstown Cartage Inc						
16	01-062-000-0000-6801	AP	324.00	Contracted mail services	01/03/2025	General Expense	N
17	01-062-000-0000-6802	AP	60.00	Additional mail services	01/03/2025	Internal Chargeback	N
16282	Crosstown Cartage Inc		384.00	2 Transactions			
18305	Dell Marketing LP						
174	01-062-000-0000-6301		2,395.01	SCDC server warranty renewal	10793806510	Equip/Software Maint	N
18305	Dell Marketing LP		2,395.01	1 Transactions			
5655	High Point Networks						
36	01-062-000-0000-6301		13,015.04	Veeam backup renewals - 1 yr	263582	Equip/Software Maint	Y
5655	High Point Networks		13,015.04	1 Transactions			
9767	UKG Kronos Systems LLC						
110	01-062-000-0000-6301	AP	3,536.47	HRIS operating cost-Dec 2024	12348846	Equip/Software Maint	N
9767	UKG Kronos Systems LLC		3,536.47	1 Transactions			
62	DEPT Total:		24,166.81	Central Services	6 Vendors	7 Transactions	
91	DEPT			County Attorney			
37025	Innovative Office Solutions LLC						
43	01-091-000-0000-6410	AP	0.34	Late fee x 1 month	4717621	Office Supplies	Y
42	01-091-000-0000-6410	AP	22.82	Name plate - GJones	4736171	Office Supplies	Y
37025	Innovative Office Solutions LLC		23.16	2 Transactions			
37469	Insty Prints						
48	01-091-000-0000-6410	AP	235.50	Directory poster-ARB brochures	163239	Office Supplies	N
49	01-091-000-0000-6410	AP	3.52	Late fee x 1 month	163239	Office Supplies	N
37469	Insty Prints		239.02	2 Transactions			
70550	Thomson Reuters - West						
106	01-091-000-0000-6410	AP	1,339.23	Westlaw usage - December 2024	851274546	Office Supplies	N
107	01-091-000-0000-6410	AP	102.05	Library Plan - December 2024	851347842	Office Supplies	N
70550	Thomson Reuters - West		1,441.28	2 Transactions			
90675	Us Postal Service						
112	01-091-000-0000-6215		500.00	Postage	meter52708492	Postage	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
90675	Us Postal Service		500.00	1 Transactions			
91	DEPT Total:		2,203.46	County Attorney	4 Vendors	7 Transactions	
101	DEPT			County Recorder			
4393	Fidlar Technologies Inc						
23	01-101-000-9305-6480		1,817.99	Avid Life Cycle - 4th qtr	0709692-IN	Non-Capitalized Inv-Technology Fun	N
4393	Fidlar Technologies Inc		1,817.99	1 Transactions			
8713	IDWholesaler						
39	01-101-000-9305-6410		324.99-	Returned dual hopper	CM6106710	Office Supplies - Technology Fund	N
40	01-101-000-9305-6410		56.04	Late fee x 1 month	CM6106710	Office Supplies - Technology Fund	N
38	01-101-000-9305-6410		4,061.55	Fargo badge printer	INV7460876	Office Supplies - Technology Fund	N
8713	IDWholesaler		3,792.60	3 Transactions			
37025	Innovative Office Solutions LLC						
44	01-101-000-0000-6410		54.00	Envelopes, batteries, tape	4736171	Office Supplies	Y
178	01-101-000-0000-6410		15.47	Frame, paper, adhesive	4741913	Office Supplies	Y
37025	Innovative Office Solutions LLC		69.47	2 Transactions			
2673	MACO						
60	01-101-000-0000-6241		480.00	2025 MACO dues - Recorder	Steele Co 12/11/2(	Membership Dues	N
72	01-101-000-9305-6480		1,500.00	2025 MOMS maintenance fee	Steele Co12/11/24	Non-Capitalized Inv-Technology Fun	N
2673	MACO		1,980.00	2 Transactions			
101	DEPT Total:		7,660.06	County Recorder	4 Vendors	8 Transactions	
103	DEPT			Assessor			
37025	Innovative Office Solutions LLC						
45	01-103-000-0000-6410		136.10	Note pads, copy paper	4739243	Office Supplies	Y
150	01-103-000-0000-6410		21.49	Correction tape, binders	4743001	Office Supplies	Y
37025	Innovative Office Solutions LLC		157.59	2 Transactions			
3693	Loffler Companies Inc						
54	01-103-000-0000-6410	AP	16.96	Assessor copier	4903817	Office Supplies	N
3693	Loffler Companies Inc		16.96	1 Transactions			
10121	MAAO REGION 1						

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
55		01-103-000-0000-6241		200.00	2025 dues-Assessor dues	Steele Co 2025	Membership Dues	N
56		01-103-000-0000-6241		200.00	Membership dues- add 1	Steele Co 2025	Membership Dues	N
	10121	MAAO REGION 1		400.00	2 Transactions			
	83500	Steele County Highway Dept						
87		01-103-000-0000-6540	DTF	108.00	Fuel	2434	Gas & Oil	N
	83500	Steele County Highway Dept		108.00	1 Transactions			
103	DEPT Total:			682.55	Assessor	4 Vendors	6 Transactions	
105	DEPT				Planning & Zoning			
	6032	APG Media of Southern Minnesota LLC						
167		01-105-000-0000-6242	AP	25.20	Ord 42 Regulate cannabis	1031430	Publishing	N
168		01-105-000-0000-6242	AP	14.70	Ord 42 Regulate cannabis	1031431	Publishing	N
	6032	APG Media of Southern Minnesota LLC		39.90	2 Transactions			
	13000	City Of Blooming Prairie						
10		01-105-000-0000-6805	DTG	173.63	Bldg permit reimb - Dec 2024	January 2025	Bl Pr Reimb-Bldg Permit	N
	13000	City Of Blooming Prairie		173.63	1 Transactions			
	13025	City Of Ellendale						
11		01-105-000-0000-6837	DTG	124.56	Bldg permit reimb - Q4	January 2025	Ellendale Reimb-Bldg Permit	N
	13025	City Of Ellendale		124.56	1 Transactions			
	669	City Of Medford						
12		01-105-000-0000-6806	DTG	498.87	Bldg permit reimb - Q4	January 2025	Medford Reimb-Bldg Permit	N
	669	City Of Medford		498.87	1 Transactions			
	1588	MACAI						
57		01-105-000-0000-6241		125.00	2025 Membership dues	1/3/2025	Membership Dues	N
	1588	MACAI		125.00	1 Transactions			
	3803	MACPZA						
61		01-105-000-0000-6241		180.00	2025 MACPZA dues - DOolman	January 2025	Membership Dues	N
	3803	MACPZA		180.00	1 Transactions			
	1110	SMART						
160		01-105-000-0000-6241		25.00	2025 SMART membership	GKrueger	Membership Dues	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	1110	SMART		25.00	1 Transactions			
105	DEPT Total:			1,166.96	Planning & Zoning	7 Vendors	8 Transactions	
111	DEPT				Buildings & Grounds			
	8374	Burger/Thomas R						
7		01-111-000-0000-6331	AP	145.25	216.8 miles x 0.67	10/1 - 12/31/24	Mileage Reimbursement	N
	8374	Burger/Thomas R		145.25	1 Transactions			
	8288	Four Seasons Electric						
25		01-111-044-0000-6300	AP	95.00	Power whip	14388	Bldg Repairs & Maintenance	N
	8288	Four Seasons Electric		95.00	1 Transactions			
	8521	From the Ground Up LLC						
29		01-111-040-0000-6380	AP	2,625.00	Pretreat, plow, ice control-7	36654	Grounds Maintenance	Y
30		01-111-041-0000-6380	AP	895.00	Pretreat, plow, ice control-6	36657	Grounds Maintenance	Y
32		01-111-043-0000-6380	AP	510.00	Pretreat, plow, ice control-4	36659	Grounds Maintenance	Y
31		01-111-042-0000-6380	AP	1,025.00	Pretreat, plow, ice control-5	36669	Grounds Maintenance	Y
33		01-111-047-0000-6380	AP	1,110.00	Pretreat, plow, ice control-6	36723	Grounds Maintenance-Gymnastics	Y
27		01-111-044-0000-6380	AP	2,470.00	Pretreat, plow, ice control-6	39975	Grounds Maintenance	Y
	8521	From the Ground Up LLC		8,635.00	6 Transactions			
	33550	Hillyard-Hutchinson						
37		01-111-044-0000-6300	AP	831.50	50 50# bags of ice melt	605698982	Bldg Repairs & Maintenance	N
	33550	Hillyard-Hutchinson		831.50	1 Transactions			
	9161	Kraft Mechanical LLC						
51		01-111-044-0000-6300	AP	746.50	Annual boiler maint-Dec 2024	37814	Bldg Repairs & Maintenance	N
	9161	Kraft Mechanical LLC		746.50	1 Transactions			
	52550	MEI Total Elevator Solutions						
64		01-111-040-0000-6300		215.65	Monthly elevator service-Jan	1108382	Bldg Repairs & Maintenance	N
63		01-111-042-0000-6300		201.35	Monthly elevator service-Jan	1108383	Bldg Repairs & Maintenance	N
	52550	MEI Total Elevator Solutions		417.00	2 Transactions			
	9467	Miller/Nikola						
71		01-111-000-0000-6331	AP	147.20	220 miles x 0.67	10/1 - 12/31/24	Mileage Reimbursement	N
	9467	Miller/Nikola		147.20	1 Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	52304	Mn Counties Intergovernmental Trust						
153		01-111-000-0000-6350		84.00	Add insurance-Alexander bldg	13314	Property & Liability Insurance	N
	52304	Mn Counties Intergovernmental Trust		84.00	1 Transactions			
	85167	Stewart Sanitation						
94		01-111-041-0000-6300	AP	89.39	Trash/recycling - Annex	894748	Bldg Repairs & Maintenance	N
97		01-111-042-0000-6300	AP	86.67	Trash/recycling - CH	894751	Bldg Repairs & Maintenance	N
96		01-111-043-0000-6300	AP	64.27	Trash/recycling - Atty	894751	Bldg Repairs & Maintenance	N
	85167	Stewart Sanitation		240.33	3 Transactions			
111	DEPT Total:			11,341.78	Buildings & Grounds	9 Vendors	17 Transactions	
121	DEPT				Veteran Service			
	14420	Culligan Inc						
19		01-121-000-0000-6301	AP	24.85	Water - December	15391516-12312C	Repairs/Maintenance	N
	14420	Culligan Inc		24.85	1 Transactions			
	37025	Innovative Office Solutions LLC						
151		01-121-000-0000-6410		26.42	Pens, envelopes	4745554	Office Supplies	Y
	37025	Innovative Office Solutions LLC		26.42	1 Transactions			
	83500	Steele County Highway Dept						
88		01-121-000-0000-6540	DTF	147.29	Fuel	2442	Gas & Oil	N
	83500	Steele County Highway Dept		147.29	1 Transactions			
121	DEPT Total:			198.56	Veteran Service	3 Vendors	3 Transactions	
201	DEPT				Sheriff			
	8458	American Tower Corporation						
2		01-201-297-0000-6347		692.11	BP tower rent - January 2025	412712658	T-Bl Pr Lease Payments	N
	8458	American Tower Corporation		692.11	1 Transactions			
	3275	Anhorns Gas And Tire						
3		01-201-000-0000-6320	AP	682.08	Tires, mount & balance-7403	45648	Vehicle Maintenance	N
	3275	Anhorns Gas And Tire		682.08	1 Transactions			
	20385	Einhaus Mattison Carver & Haberman PA						
22		01-201-000-0000-6293	AP	938.00	Atty fees-GPettipiece	74-CV241498	Gun Permit Expenses	Y

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	20385	Einhaus Mattison Carver & Haberman PA		938.00	1 Transactions			
	10125	IAPE						
149		01-201-000-0000-6241		65.00	2025 membership dues-MBorash	M25-C694407	Membership Dues	N
	10125	IAPE		65.00	1 Transactions			
	8657	Indentisys Inc						
41		01-201-000-0000-6293		59.00	White ribbon	698367	Gun Permit Expenses	N
	8657	Indentisys Inc		59.00	1 Transactions			
	5487	LexisNexis Risk Data Management						
53		01-201-000-0000-6425	AP	200.00	Searches/reports-Dec 2024	1100077298	Investigation Expense	N
	5487	LexisNexis Risk Data Management		200.00	1 Transactions			
	51300	Metro Sales Inc						
156		01-201-000-0000-6304		102.00	Contract base rate 1/8-4/27/25	INV2682877	Contracts	N
157		01-201-000-0000-6304	AP	232.80	Contract usage 10/8/24-1/7/25	INV2682877	Contracts	N
	51300	Metro Sales Inc		334.80	2 Transactions			
	52784	MN Sheriffs Assn						
73		01-201-000-0000-6241		4,217.88	2025 MSA annual dues	2121	Membership Dues	N
74		01-201-000-0000-6304		4,592.49	2025 MSA Lexipol dues	2121	Contracts	N
75		01-201-000-0000-6304		1,544.64	2025 MSA ICLD dues	2121	Contracts	N
	52784	MN Sheriffs Assn		10,355.01	3 Transactions			
	9152	Paper Roll Products						
80		01-201-000-0000-6320	AP	145.96	Paper rolls for squad printers	272612	Vehicle Maintenance	N
	9152	Paper Roll Products		145.96	1 Transactions			
	9332	PITNEY BOWES INC						
81		01-201-000-0000-6293		128.97	Postage meter fee-1/20-4/19/25	1026686929	Gun Permit Expenses	N
	9332	PITNEY BOWES INC		128.97	1 Transactions			
	5544	Porter Lee Corporation						
82		01-201-000-0000-6304		1,015.00	Annual software support-2025	31261	Contracts	N
	5544	Porter Lee Corporation		1,015.00	1 Transactions			
	4139	SE Minn Emergency Comm Brd						
85		01-201-000-0000-6241		1,000.00	SEMNCB membership fee	01012025 Steele	Membership Dues	N

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Vendor No.	Name / Account/Formula	Accr	Rpt Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
4139	SE Minn Emergency Comm Brd		1,000.00	1 Transactions			
3379	South Central Drug Investigation Unit						
161	01-201-000-0000-6304		10,000.00	2025 SCDIU cash match	2025 SCDIU	Contracts	N
162	01-201-000-0000-6304		1,500.00	2025 SCDIU tactical team	2025 SCDIU	Contracts	N
3379	South Central Drug Investigation Unit		11,500.00	2 Transactions			
83500	Steele County Highway Dept						
89	01-201-000-0000-6562	DTF	6,402.78	Fuel	2435	Gas & Oil Squads	N
83500	Steele County Highway Dept		6,402.78	1 Transactions			
9778	Sweet Towing LLC						
163	01-201-000-0000-6806		70.00	Towed vehicle - SC16-001044	76045	Vehicle Towing	Y
164	01-201-000-0000-6806		70.00	Towed vehicle - SC16-001054	76045	Vehicle Towing	Y
103	01-201-000-0000-6806	AP	135.00	Towed vehicle - SC24-001154	76063	Vehicle Towing	Y
9778	Sweet Towing LLC		275.00	3 Transactions			
5594	Water Systems Company						
113	01-201-000-0000-6410		8.95	Monthly fee - January 2025	823076	Office Supplies	N
5594	Water Systems Company		8.95	1 Transactions			
201	DEPT Total:		33,802.66	Sheriff	16 Vendors	22 Transactions	
208	DEPT			Coroner			
8048	Edwardsen/Danette Marie						
21	01-208-000-0000-6801	AP	975.00	Death investigations - 6	December 2024	General Expense	6
8048	Edwardsen/Danette Marie		975.00	1 Transactions			
9860	Klapperich/Julie						
50	01-208-000-0000-6801	AP	425.00	Death investigations - 16	December 2024	General Expense	6
9860	Klapperich/Julie		425.00	1 Transactions			
4229	Moore Md/Kellyanna J						
180	01-208-000-0000-6801		4,099.58	Coroner services - January	January 2025	General Expense	6
4229	Moore Md/Kellyanna J		4,099.58	1 Transactions			
208	DEPT Total:		5,499.58	Coroner	3 Vendors	3 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
251	DEPT			Jail			
23800	Fastenal Company						
148	01-251-000-0000-6432		157.98	2 first aid kits for DC	MNOWA248553	Medical Payments	N
23800	Fastenal Company		157.98	1 Transactions			
9084	Metro FiberNet LLC						
154	01-251-000-0000-6304		325.00	Dark fiber lease-DC-1/16-2/15	1675291	Contract Serv./Bldg Maint	Y
9084	Metro FiberNet LLC		325.00	1 Transactions			
18450	Office of MN IT Services						
159	01-251-000-0000-6211		42.50	Fiber management fee	DV24120401	Radio - Computers - Cameras	N
18450	Office of MN IT Services		42.50	1 Transactions			
83500	Steele County Highway Dept						
90	01-251-000-0000-6562	DTF	193.23	Fuel	2440	Gas & Oil	N
83500	Steele County Highway Dept		193.23	1 Transactions			
85167	Stewart Sanitation						
98	01-251-000-0000-6254		262.86	Waste pick up January	894476	Garbage Disposal	N
85167	Stewart Sanitation		262.86	1 Transactions			
8247	Summit Food Services LLC						
102	01-251-000-0000-6418		27.34	Paper products	INV2000231520	Lock-Up Supplies	N
101	01-251-000-0000-6441	AP	3,493.76	Inmate meals 12/28 - 1/3/25	INV2000231520	Prisoner Meals	N
100	01-251-000-0000-6441	AP	3,460.80	Inmate meals 12/21 - 12/27/24	INV2000231943	Prisoner Meals	N
8247	Summit Food Services LLC		6,981.90	3 Transactions			
618	Turnkey Corrections						
109	01-251-000-0000-6418	AP	37.95	Indigent items	15276	Lock-Up Supplies	N
618	Turnkey Corrections		37.95	1 Transactions			
251	DEPT Total:		8,001.42	Jail	7 Vendors	9 Transactions	
252	DEPT			Community Corrections			
4064	Alcohol Monitoring System Inc						
1	01-252-000-0000-6274	AP	779.90	SCRAM monitoring fee	331246	Scram Monitoring	N
4064	Alcohol Monitoring System Inc		779.90	1 Transactions			
8263	CRK Properties LLC						

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
15	01-252-000-0000-6341	AP	960.52	Utilities	1344	Office Rent	Y
14	01-252-000-0000-6341		5,922.00	Rent - February	January 2025	Office Rent	Y
8263	CRK Properties LLC		6,882.52	2 Transactions			
10126	Guerrero/Alex						
175	01-252-000-0000-5567		15.00	Drug testing fee reimbursement	74-CR221547	Drug Testing	N
10126	Guerrero/Alex		15.00	1 Transactions			
37025	Innovative Office Solutions LLC						
46	01-252-000-0000-6410		54.26	Note pads, post-its	4730998	Office Supplies	Y
37025	Innovative Office Solutions LLC		54.26	1 Transactions			
6821	KEYSTONE INTERPRETING SOLUTIONS IN						
152	01-252-000-0000-6284		200.00	Translator services	M11-00014	Interpreter Services	N
6821	KEYSTONE INTERPRETING SOLUTIONS IN		200.00	1 Transactions			
6884	Language Line Services Inc						
52	01-252-000-0000-6284	AP	218.37	Translator services	11490760	Interpreter Services	Y
6884	Language Line Services Inc		218.37	1 Transactions			
9084	Metro FiberNet LLC						
155	01-252-000-0000-6210		300.00	Dark fiber fee-CCA-1/16-2/15	1677937	Telephone	Y
9084	Metro FiberNet LLC		300.00	1 Transactions			
5830	Midwest Monitoring & Surveillance						
70	01-252-000-0000-6270		1,036.95	Drug testing supplies	DT0125100	Chemical Testing	Y
69	01-252-000-0000-6270	AP	14.00	Lab services - December 2024	DT1224143	Chemical Testing	Y
5830	Midwest Monitoring & Surveillance		1,050.95	2 Transactions			
8975	Minnesota Counties Computer Coop						
76	01-252-000-0000-6262		9,554.72	CSTS Enhancement & dues	2501198	Purchased And Contractual Services	N
8975	Minnesota Counties Computer Coop		9,554.72	1 Transactions			
83500	Steele County Highway Dept						
91	01-252-000-0000-6540	DTF	81.92	Fuel	2443	Gas & Oil	N
83500	Steele County Highway Dept		81.92	1 Transactions			
252	DEPT Total:		19,137.64	Community Corrections	10 Vendors	12 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
253	DEPT			Law Enforcement Center			
51300	Metro Sales Inc						
67	01-253-000-0000-6304		104.00	Contract base 12/29/24-3/28/25	INV2674516	Contract Services/Bldg Mtce	N
68	01-253-000-0000-6304	AP	204.22	Contract usage 9/29-12/12/24	INV2674516	Contract Services/Bldg Mtce	N
51300	Metro Sales Inc		308.22	2 Transactions			
4879	Shred Right						
86	01-253-000-0000-6254	AP	53.70	Paper shredding	39169	Garbage Disposal	Y
4879	Shred Right		53.70	1 Transactions			
85167	Stewart Sanitation						
99	01-253-000-0000-6254		83.24	Garbage pick up - January	894478	Garbage Disposal	N
85167	Stewart Sanitation		83.24	1 Transactions			
87305	Thompson Sanitation						
104	01-253-000-0000-6254	AP	17.50	Cardboard recycle-December 24	79673	Garbage Disposal	N
87305	Thompson Sanitation		17.50	1 Transactions			
253	DEPT Total:		462.66	Law Enforcement Center	4 Vendors	5 Transactions	
391	DEPT			Environmental Services			
9013	Cannon River Watershed Jt Powers Boar						
18	01-391-292-0000-6820		3,750.00	CRWJPB membership dues-2025	68	Grant Expense	N
9013	Cannon River Watershed Jt Powers Boar		3,750.00	1 Transactions			
87305	Thompson Sanitation						
105	01-391-000-0000-6548	AP	75,722.74	Recycling contract - Dec 2024	79116	Recycling	N
87305	Thompson Sanitation		75,722.74	1 Transactions			
391	DEPT Total:		79,472.74	Environmental Services	2 Vendors	2 Transactions	
481	DEPT			Public Health Nursing			
8204	Adams/Penny						
197	01-481-460-6009-6331	AP	67.00	Mileage - December	January	Mileage Reimbursement	N
8204	Adams/Penny		67.00	1 Transactions			
1650	American Lung Association						
211	01-481-461-6066-6383	AP	1,100.00	Youth vaping contract-November	08	Contract Services	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
1650	American Lung Association		1,100.00	1 Transactions			
3566	Anderson/Gaynelle						
198	01-481-460-6009-6331	AP	25.46	Mileage - December	January	Mileage Reimbursement	N
3566	Anderson/Gaynelle		25.46	1 Transactions			
9803	Anselmo/Jocelyn M						
183	01-481-461-6066-6464	AP	80.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
9803	Anselmo/Jocelyn M		80.00	1 Transactions			
2574	Archambault/Kristi						
196	01-481-460-6009-6331	AP	30.15	Mileage - December	January	Mileage Reimbursement	N
2574	Archambault/Kristi		30.15	1 Transactions			
8783	Availity LLC						
212	01-481-460-6009-6383	AP	20.00	Medicare billing charges	NV01291246	Contract Services	N
8783	Availity LLC		20.00	1 Transactions			
7	Bartsch/Christine						
200	01-481-460-6009-6331	AP	80.10	Mileage - December	January	Mileage Reimbursement	N
7	Bartsch/Christine		80.10	1 Transactions			
8486	Baumgartner/Ann						
199	01-481-460-6009-6331	AP	12.73	Mileage - December	January	Mileage Reimbursement	N
8486	Baumgartner/Ann		12.73	1 Transactions			
9966	Benschoter/Paula						
201	01-481-460-6009-6331	AP	26.80	Mileage - December	January	Mileage Reimbursement	N
9966	Benschoter/Paula		26.80	1 Transactions			
9413	Benson/Robert						
202	01-481-460-6009-6331	AP	54.74	Mileage - December	January	Mileage Reimbursement	N
9413	Benson/Robert		54.74	1 Transactions			
6267	Brinkman/Stacie Lynn						
203	01-481-461-6025-6331	AP	26.42	Mileage - December	January	Mileage Reimbursement	N
6267	Brinkman/Stacie Lynn		26.42	1 Transactions			
10084	Cardinal Health 110 LLC						

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
213	01-481-462-6047-6434	AP	191.83	Tubersol - 20 doses	7403441241	Medical Supplies	Y
10084	Cardinal Health 110 LLC		191.83	1 Transactions			
12590	Christenson/Yukari						
204	01-481-460-6009-6331	AP	55.61	Mileage - December	January	Mileage Reimbursement	N
12590	Christenson/Yukari		55.61	1 Transactions			
8789	Dahle/Teya F						
214	01-481-461-6034-6383	AP	109.56	Reflective consulting	1629	Contract Services	Y
215	01-481-461-6059-6383	AP	109.56	Reflective consulting	1629	Contract Services	Y
8789	Dahle/Teya F		219.12	2 Transactions			
10070	Escobedo/Sofia						
184	01-481-461-6066-6464	AP	20.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
10070	Escobedo/Sofia		20.00	1 Transactions			
9999	Fandel/Kate Corinne						
185	01-481-461-6066-6464	AP	20.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
9999	Fandel/Kate Corinne		20.00	1 Transactions			
10012	Fox/Vivien Lee						
186	01-481-461-6066-6464	AP	40.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	N
10012	Fox/Vivien Lee		40.00	1 Transactions			
10027	Hanson/Danika C						
187	01-481-461-6066-6464	AP	60.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
10027	Hanson/Danika C		60.00	1 Transactions			
9892	Haroldson/Julie						
205	01-481-460-6009-6331	AP	10.05	Mileage - December	January	Mileage Reimbursement	N
9892	Haroldson/Julie		10.05	1 Transactions			
8389	Healthcare First						
216	01-481-460-6009-6383		116.57	HHCAHPS survey	INV5492618	Contract Services	N
8389	Healthcare First		116.57	1 Transactions			
32735	HemoCue America						
217	01-481-461-6040-6434		1,168.00	Blood testing supplies	3439306	Medical Supplies	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
32735	HemoCue America		1,168.00	1 Transactions			
5987	Hoffmann/Christine A						
219	01-481-461-6030-6240	AP	43.03	Nursing license renewal	State of MN	License & Permits	N
218	01-481-461-6040-6240	AP	43.03	Nursing license renewal	State of MN	License & Permits	N
5987	Hoffmann/Christine A		86.06	2 Transactions			
9770	Holmen/Molly						
188	01-481-461-6066-6464	AP	20.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
9770	Holmen/Molly		20.00	1 Transactions			
37025	Innovative Office Solutions LLC						
220	01-481-000-0000-6410		12.81	Markers & t-pins	4733796	Office Supplies	Y
37025	Innovative Office Solutions LLC		12.81	1 Transactions			
9458	Jongbloedt/Beth						
206	01-481-460-6009-6331	AP	11.84	Mileage - December	January	Mileage Reimbursement	N
9458	Jongbloedt/Beth		11.84	1 Transactions			
3629	Kent/Leah						
207	01-481-460-6009-6331	AP	12.06	Mileage - December	January	Mileage Reimbursement	N
3629	Kent/Leah		12.06	1 Transactions			
9769	Maas/Carlin Ray						
189	01-481-461-6066-6464	AP	160.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
9769	Maas/Carlin Ray		160.00	1 Transactions			
10009	Martinez/Stephanie						
208	01-481-460-6009-6331	AP	38.86	Mileage - December	January	Mileage Reimbursement	N
10009	Martinez/Stephanie		38.86	1 Transactions			
9444	McIntee/Kelly						
221	01-481-461-6066-6331	AP	72.36	Mileage - Novmeber	70	Mileage Reimbursement	Y
9444	McIntee/Kelly		72.36	1 Transactions			
5754	McMann/Katy						
209	01-481-460-6009-6331	AP	40.20	Mileage - December	January	Mileage Reimbursement	N
5754	McMann/Katy		40.20	1 Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
9616	Parrott & Smith LLC						
222	01-481-461-6066-6341		295.00	Rent -February	January	Office Rent	1
9616	Parrott & Smith LLC		295.00	1 Transactions			
7944	Red Oxygen						
223	01-481-461-6011-6210	AP	29.17	Texting services	66621	Telephone	N
7944	Red Oxygen		29.17	1 Transactions			
9986	Schaner/Adalyn						
190	01-481-461-6066-6464	AP	20.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
9986	Schaner/Adalyn		20.00	1 Transactions			
77316	Schroeder/Greg						
225	01-481-460-6009-6331	AP	32.16	Mileage - December	January	Mileage Reimbursement	Y
224	01-481-460-6009-6383	AP	761.25	Physical therapist - December	January	Contract Services	Y
77316	Schroeder/Greg		793.41	2 Transactions			
77485	Schwaab Inc						
226	01-481-465-6057-6464		42.50	Notary stamp -EEdel	4682968	General Supplies & Outreach	N
77485	Schwaab Inc		42.50	1 Transactions			
4879	Shred Right						
227	01-481-000-0000-6322	AP	42.53	Shredding service	39170	Service Agreements	Y
4879	Shred Right		42.53	1 Transactions			
83500	Steele County Highway Dept						
228	01-481-465-6057-6540	AP	193.38	Fuel - County car - December	2437	Gas & Oil	N
83500	Steele County Highway Dept		193.38	1 Transactions			
85147	Stericycle Inc						
229	01-481-000-0000-6322		115.76	Hazardous waste	8009265592	Service Agreements	N
85147	Stericycle Inc		115.76	1 Transactions			
5619	Tonche/Denise						
210	01-481-460-6009-6331	AP	91.12	Mileage - December	January	Mileage Reimbursement	N
5619	Tonche/Denise		91.12	1 Transactions			
90165	UC Lab						
230	01-481-463-6049-6322	AP	160.62	Well water testing	122690	Well Water Service Agreements	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
90165	UC Lab		160.62	1 Transactions			
10005	Weinberg Construction LLC						
231	01-481-460-6012-6465		720.00	Scald-proof faucet	01202025	Pass Thru - Patient Supplies & Servic	Y
10005	Weinberg Construction LLC		720.00	1 Transactions			
10001	Wright/Megan Amelia						
191	01-481-461-6066-6464	AP	40.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
10001	Wright/Megan Amelia		40.00	1 Transactions			
10028	Zeman/Elianna						
192	01-481-461-6066-6464	AP	60.00	Tobacco grant student payment	December 2024	General Supplies & Outreach	Y
10028	Zeman/Elianna		60.00	1 Transactions			
481	DEPT Total:		6,482.26	Public Health Nursing	43 Vendors	46 Transactions	
482	DEPT			Community Health Services			
6032	APG Media of Southern Minnesota LLC						
169	01-482-000-0000-6242	AP	14.00	Ord 41 Cannabis public	1031432	Publishing	N
170	01-482-000-0000-6242	AP	21.53	Ord 39 Proh smoking	1031433	Publishing	N
171	01-482-000-0000-6242	AP	25.20	Ord 26 Tobacco sales	1031434	Publishing	N
172	01-482-000-0000-6242		25.20	Ord 26 Tobacco sales	1031435	Publishing	N
173	01-482-000-0000-6242	AP	4.20	Ord 26 Tobacco sales	1031436	Publishing	N
6032	APG Media of Southern Minnesota LLC		90.13	5 Transactions			
482	DEPT Total:		90.13	Community Health Services	1 Vendors	5 Transactions	
502	DEPT			Steele Co Community Ctr			
8521	From the Ground Up LLC						
28	01-502-000-0000-6380	AP	840.00	Pretreat, plow, ice control-5	36667	Grounds Maintenance	Y
8521	From the Ground Up LLC		840.00	1 Transactions			
85167	Stewart Sanitation						
95	01-502-000-0000-6300	AP	36.50	Trash/recycling - Comm Center	894749	Bldg Repairs & Maintenance	N
85167	Stewart Sanitation		36.50	1 Transactions			
502	DEPT Total:		876.50	Steele Co Community Ctr	2 Vendors	2 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
521	DEPT			Park And Recreation			
26699	Four Seasons Centre						
24	01-521-000-0000-6831	DTF	7,446.25	Open Ice - December	4909-1	Ice Rental Pymts	N
26699	Four Seasons Centre		7,446.25	1 Transactions			
37025	Innovative Office Solutions LLC						
47	01-521-000-0000-6410		149.85	Copy paper, rubberbands, tape	4733474	Operating Supplies/Truck Repairs	Y
37025	Innovative Office Solutions LLC		149.85	1 Transactions			
521	DEPT Total:		7,596.10	Park And Recreation	2 Vendors	2 Transactions	
550	DEPT			Four Seasons			
9075	Access Tonna Lock Service						
232	01-550-000-0000-6410		166.00	Repair door locks	4033	Operating Supplies - Contracts	Y
9075	Access Tonna Lock Service		166.00	1 Transactions			
1960	Amerigas - Owatonna Mn						
166	01-550-000-0000-6258	AP	603.54	Monthly propane - December	806139218	LP Gas	N
1960	Amerigas - Owatonna Mn		603.54	1 Transactions			
8424	Cintas						
5	01-550-000-0000-6420	AP	153.43	Monthly linens	4216971112	Linen Service	Y
8424	Cintas		153.43	1 Transactions			
16860	Custom Communications Inc						
236	01-550-000-0000-6410		146.73	Alarm monitoring	598998	Operating Supplies - Contracts	N
16860	Custom Communications Inc		146.73	1 Transactions			
33550	Hillyard-Hutchinson						
83	01-550-000-0000-6410		188.63	Glass cleaner	605703431	Operating Supplies - Contracts	N
176	01-550-000-0000-6410		1,824.91	Janitorial supplies	605705028	Operating Supplies - Contracts	N
33550	Hillyard-Hutchinson		2,013.54	2 Transactions			
37025	Innovative Office Solutions LLC						
237	01-550-000-0000-6410		6.37	Rubberbands	4745351	Operating Supplies - Contracts	Y
37025	Innovative Office Solutions LLC		6.37	1 Transactions			
52550	MEI Total Elevator Solutions						
65	01-550-000-0000-6410		236.78	Elevator maint - Jan-March	1108876	Operating Supplies - Contracts	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	52550	MEI Total Elevator Solutions		236.78	1 Transactions			
	5136	Metro Janitorial Supply Inc						
66		01-550-000-0000-6410		308.69	Janitorial supplies	11016055.	Operating Supplies - Contracts	N
	5136	Metro Janitorial Supply Inc		308.69	1 Transactions			
	9922	Owatonna Ace Hardware						
181		01-550-000-0000-6410		36.16	Batteries, fasteners	2187-5	Operating Supplies - Contracts	N
	9922	Owatonna Ace Hardware		36.16	1 Transactions			
	61560	Owatonna Public Utilities						
78		01-550-000-0000-6250	DTG	62,914.99	Balance of 2024 utilities	917	Utilities	N
	61560	Owatonna Public Utilities		62,914.99	1 Transactions			
	71075	R & R Specialties Of Wisconsin Inc						
240		01-550-000-0000-6314		125.00	Zamboni blade sharpening	84392-IN	Zamboni Repairs	N
	71075	R & R Specialties Of Wisconsin Inc		125.00	1 Transactions			
	77390	Schilling Supply Company						
241		01-550-000-0000-6410		229.09	Urinal screens & air freshener	992035	Operating Supplies - Contracts	N
	77390	Schilling Supply Company		229.09	1 Transactions			
	8242	SCR						
84		01-550-000-0000-6410	AP	2,289.40	East compressor controller	W40025	Operating Supplies - Contracts	N
	8242	SCR		2,289.40	1 Transactions			
	91	Sheriff Of Steele County						
92		01-550-000-0000-6410	DTF	100.00	Ice Jam - Special Duputy	24-1616	Operating Supplies - Contracts	N
	91	Sheriff Of Steele County		100.00	1 Transactions			
	85167	Stewart Sanitation						
93		01-550-000-0000-6254	AP	228.07	Monthly garbage	89455	Garbage Disposal	N
	85167	Stewart Sanitation		228.07	1 Transactions			
	9009	United States Ice Rink Association						
111		01-550-000-0000-6410		350.00	Annual membership-SSchroht	5272	Operating Supplies - Contracts	N
	9009	United States Ice Rink Association		350.00	1 Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
550	DEPT Total:		69,907.79	Four Seasons	16 Vendors	17 Transactions	
601	DEPT			County Ag Society			
8521	From the Ground Up LLC						
26	01-601-000-0000-6386	AP	3,760.00	Pretreat, plow, ice control-7	36653	Parking Lot Maintenance	Y
34	01-601-000-0000-6386	AP	3,290.00	Pretreat, plow, ice control-7	36736	Parking Lot Maintenance	Y
8521	From the Ground Up LLC		7,050.00	2 Transactions			
601	DEPT Total:		7,050.00	County Ag Society	1 Vendors	2 Transactions	
602	DEPT			Co-Op Extension			
14420	Culligan Inc						
20	01-602-000-0000-6410	AP	21.42	Cooler rental - January	15396671-12312C	Office Supplies	N
14420	Culligan Inc		21.42	1 Transactions			
602	DEPT Total:		21.42	Co-Op Extension	1 Vendors	1 Transactions	
1	Fund Total:		304,342.36	General Revenue Fund		206 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
301	DEPT			Administration			
9084	Metro FiberNet LLC						
193	10-301-000-0000-6210		300.00	Dark fiber fee-PW-1/16-2/15/25	1677937	Telephone	Y
194	10-301-000-0000-6210		30.24	Elevator phone-PW-1/16-2/15/25	1677937	Telephone	Y
9084	Metro FiberNet LLC		330.24	2 Transactions			
301	DEPT Total:		330.24	Administration	1 Vendors	2 Transactions	
10	Fund Total:		330.24	Road & Bridge Fund		2 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
11	DEPT			District Court Admin.			
71066	R & K Electric Inc						
120	38-011-000-0000-6600	AP	6,256.00	Courthouse generator-12/24/24	50541108	Capital Outlay - District Court	N
71066	R & K Electric Inc		6,256.00	1 Transactions			
11	DEPT Total:		6,256.00	District Court Admin.	1 Vendors	1 Transactions	
111	DEPT			Buildings & Grounds			
9977	APX Construction Group LLC						
114	38-111-045-0000-6600	AP	594,951.28	Comm Corr fac-Dec 2024	App 7	Capital Outlay - CCA Bldg	N
9977	APX Construction Group LLC		594,951.28	1 Transactions			
8919	ArchKey Technologies						
115	38-111-045-0000-6600		30,799.00	CCA bldg low voltage work	30242824283	Capital Outlay - CCA Bldg	Y
8919	ArchKey Technologies		30,799.00	1 Transactions			
5655	High Point Networks						
116	38-111-045-0000-6600		12,295.36	CCA bldg - IT infrastructure	263632	Capital Outlay - CCA Bldg	Y
5655	High Point Networks		12,295.36	1 Transactions			
3832	I & S Group Inc						
117	38-111-040-0000-6600	AP	292.50	Admin pkg lot bill-Dec 2024	113143	Capital Outlay - SCAC	Y
3832	I & S Group Inc		292.50	1 Transactions			
5889	Wold Architects and Engineers						
123	38-111-045-0000-6600	AP	5,609.00	New CCA fac bill thru 12/31	97900	Capital Outlay - CCA Bldg	Y
5889	Wold Architects and Engineers		5,609.00	1 Transactions			
111	DEPT Total:		643,947.14	Buildings & Grounds	5 Vendors	5 Transactions	
201	DEPT			Sheriff			
9138	ICS Consulting LLC						
118	38-201-000-0000-6600	AP	2,000.00	Sheriff addn bill thru 12/31	12026	Capital Outlay - Sheriff	Y
9138	ICS Consulting LLC		2,000.00	1 Transactions			
4241	Motorola Solutions Inc						
195	38-201-000-0000-6600		1,500.00	30 portable batteries	8282055056	Capital Outlay - Sheriff	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
4241	Motorola Solutions Inc		1,500.00	1 Transactions			
64054	Phone Station Inc						
119	38-201-000-0000-6600		14,400.00	Sheriff addn - renovation	80397	Capital Outlay - Sheriff	N
64054	Phone Station Inc		14,400.00	1 Transactions			
5889	Wold Architects and Engineers						
122	38-201-000-0000-6600	AP	791.60	Sheriff reno bill thru 12/31	97951	Capital Outlay - Sheriff	Y
5889	Wold Architects and Engineers		791.60	1 Transactions			
201	DEPT Total:		18,691.60	Sheriff	4 Vendors	4 Transactions	
601	DEPT			County Ag Society			
71066	R & K Electric Inc						
121	38-601-000-0000-6600	AP	14,612.90	Electrical upgrades-Fairgrds	App 6	Capital Outlay - Fairgrounds	N
71066	R & K Electric Inc		14,612.90	1 Transactions			
601	DEPT Total:		14,612.90	County Ag Society	1 Vendors	1 Transactions	
38	Fund Total:		683,507.64	Capital Outlay Fund		11 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
398	DEPT			Landfill			
9087	7 Rivers Recycling LLC						
143	53-398-000-0000-6304	AP	4,396.38	136 mattress & box springs	9109	Contract Services	Y
9087	7 Rivers Recycling LLC		4,396.38	1 Transactions			
14420	Culligan Inc						
124	53-398-000-0000-6304	AP	38.75	Water	4908403	Contract Services	N
125	53-398-000-0000-6304	AP	12.94	Cooler rental	4927870	Contract Services	N
126	53-398-000-0000-6304	AP	37.15	Softener rental	4932433	Contract Services	N
127	53-398-000-0000-6304	AP	39.99	Softener rental	4947483	Contract Services	N
14420	Culligan Inc		128.83	4 Transactions			
3724	Dave Syverson Truck Center Inc						
142	53-398-000-0000-6301		31.88	Plug kit	459967	Equip Repairs	N
3724	Dave Syverson Truck Center Inc		31.88	1 Transactions			
8288	Four Seasons Electric						
128	53-398-000-0000-6300		3,890.00	Wiring & power gates-doors	14431	Bldg Repairs & Maintenance	N
8288	Four Seasons Electric		3,890.00	1 Transactions			
39600	Jones Haugh & Smith Inc						
129	53-398-000-0000-6304	AP	2,257.50	End of year survey	46220	Contract Services	N
39600	Jones Haugh & Smith Inc		2,257.50	1 Transactions			
51630	Mike's Repair						
130	53-398-000-0000-6301	AP	715.90	Repair tire & foam	108879	Equip Repairs	Y
131	53-398-000-0000-6301	AP	933.00	2 tires - unit 5319	109058	Equip Repairs	Y
51630	Mike's Repair		1,648.90	2 Transactions			
56125	NAPA Auto Parts						
132	53-398-000-0000-6301	AP	24.98	Hose clamp	822295	Equip Repairs	N
56125	NAPA Auto Parts		24.98	1 Transactions			
4097	Nuss Truck & Equipment						
133	53-398-000-0000-6301	AP	334.78	Shock absorber & bracket	PSO148923-1	Equip Repairs	N
135	53-398-000-0000-6301	AP	266.46	Air spring	PSO16600-1	Equip Repairs	N
136	53-398-000-0000-6301	AP	98.65-	Return latch	PSO166792-2	Equip Repairs	N
134	53-398-000-0000-6301	AP	30.00	Freight-restock	PSO166910-1	Equip Repairs	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
4097	Nuss Truck & Equipment		532.59	4 Transactions			
77570	Short Elliott Hendrickson Inc						
137	53-398-000-0000-6542	AP	2,068.29	Solid waste planning - Dec	480415	Testing & Monitoring	N
138	53-398-000-0000-6542	AP	1,651.68	Landfill services - Dec	480417	Testing & Monitoring	N
77570	Short Elliott Hendrickson Inc		3,719.97	2 Transactions			
83500	Steele County Highway Dept						
140	53-398-000-0000-6331	DTF	45.00	Mileage	2441	Mileage Reimbursement	N
139	53-398-000-0000-6388	DTF	940.36	Labor	2441	Labor costs-Highway	N
83500	Steele County Highway Dept		985.36	2 Transactions			
85167	Stewart Sanitation						
141	53-398-000-0000-6544	AP	1,642.68	Waste treatment plant	894789	Leachate Treatment	N
85167	Stewart Sanitation		1,642.68	1 Transactions			
398	DEPT Total:		19,259.07	Landfill	11 Vendors	20 Transactions	
53	Fund Total:		19,259.07	Landfill Fund		20 Transactions	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
865	DEPT			Planning & Zoning Surcharge			
7771	MN Dept of Labor & Industry						
144	72-865-000-0320-2100	DTG	1,993.49	Quarter 4 surcharge	December 2024	Steele County Surcharge	N
146	72-865-000-0321-2100	DTG	89.22	Quarter 4 surcharge	December 2024	Bl Pr Surcharge	N
145	72-865-000-0332-2100	DTG	50.48	Quarter 4 surcharge	December 2024	Medford Surcharge	N
7771	MN Dept of Labor & Industry		2,133.19	3 Transactions			
865	DEPT Total:		2,133.19	Planning & Zoning Surcharge	1 Vendors	3 Transactions	
72	Fund Total:		2,133.19	State Collections Fund		3 Transactions	
	Final Total:		1,009,572.50	189 Vendors	242 Transactions		

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Recap by Fund	Fund	AMOUNT	Name
	1	304,342.36	General Revenue Fund
	10	330.24	Road & Bridge Fund
	38	683,507.64	Capital Outlay Fund
	53	19,259.07	Landfill Fund
	72	2,133.19	State Collections Fund
	All Funds	1,009,572.50	Total

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Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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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

Save Report Options?: N

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
301	DEPT			Administration			
6032	APG Media of Southern Minnesota LLC						
3	10-301-000-0000-6242		0.70	Official Website	1031881	Publishing	N
6032	APG Media of Southern Minnesota LLC		0.70	1 Transactions			
16860	Custom Communications Inc						
8	10-301-000-0000-6512		181.50	Fire alarm monitoring-January	599004	Bldg Repair & Maintenance	N
16860	Custom Communications Inc		181.50	1 Transactions			
68420	Plunkett's Pest Control, Inc.						
24	10-301-000-0000-6512		114.00	January pest control	8963013	Bldg Repair & Maintenance	N
68420	Plunkett's Pest Control, Inc.		114.00	1 Transactions			
301	DEPT Total:		296.20	Administration	3 Vendors	3 Transactions	
302	DEPT			Road & Bridge Maintenance Expense			
2505	Andersen Inc/Earl F						
1	10-302-000-0000-6534		143.50	Sign - CSAH 12 Medford	0138501-IN	Supplies - Signing	N
2	10-302-000-0000-6534		287.00	(2) Signs CSAH 45 - Medford	0138501-IN	Supplies - Signing	N
2505	Andersen Inc/Earl F		430.50	2 Transactions			
5010	Loken Excavating & Drainage						
12	10-302-000-0000-6523		3,510.56	641.52 ton washed sand	134040	Supplies - Road Salt & Sand	N
5010	Loken Excavating & Drainage		3,510.56	1 Transactions			
302	DEPT Total:		3,941.06	Road & Bridge Maintenance Expense	2 Vendors	3 Transactions	
303	DEPT			Construction Expense			
46551	Locators & Supplies Inc						
11	10-303-000-0000-6510		143.08	White & pink marking paint	0318718-IN	Engineering & Surveying Supplies	N
46551	Locators & Supplies Inc		143.08	1 Transactions			
303	DEPT Total:		143.08	Construction Expense	1 Vendors	1 Transactions	
304	DEPT			Equipment Maintenance & Shops			
10067	Auto Value Owatonna						
4	10-304-000-0000-6520		160.39	800 CCA battery	197003976	Machinery/Vehicle Parts	N
5	10-304-000-0000-6520		41.67	Wire & pipe	197004348	Machinery/Vehicle Parts	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	10067	Auto Value Owatonna		202.06	2 Transactions			
	16480	Crysteel Truck Equipment Inc						
6		10-304-000-0000-6600		5,671.00	Tommy gate, unit#2251	L36192	Capital Outlay	N
7		10-304-000-0000-6520		215.00	15 inch mini light bar	LP222576	Machinery/Vehicle Parts	N
	16480	Crysteel Truck Equipment Inc		5,886.00	2 Transactions			
	36550	IFACS						
9		10-304-000-0000-6520		19.52	Connectors	5351652	Machinery/Vehicle Parts	N
10		10-304-000-0000-6520		62.60	Elbows & push ins	5351819	Machinery/Vehicle Parts	N
	36550	IFACS		82.12	2 Transactions			
	1308	Miner's Outdoor & Rec						
13		10-304-000-0000-6520		60.49	Antivibration element	220302	Machinery/Vehicle Parts	N
	1308	Miner's Outdoor & Rec		60.49	1 Transactions			
	56125	NAPA Auto Parts						
14		10-304-000-0000-6520		95.31	Battery, tube, mat, repair kit	039689	Machinery/Vehicle Parts	N
15		10-304-000-0000-6520		14.84	Undercoating	039934	Machinery/Vehicle Parts	N
16		10-304-000-0000-6520		41.38	NAPA gold filters	039938	Machinery/Vehicle Parts	N
17		10-304-000-0000-6520		87.58	Oil & filters	040109	Machinery/Vehicle Parts	N
18		10-304-000-0000-6520		7.64	Brake fluid	040186	Machinery/Vehicle Parts	N
	56125	NAPA Auto Parts		246.75	5 Transactions			
	4097	Nuss Truck & Equipment						
19		10-304-000-0000-6519		18.88	Flange nuts	PSO1702971	Cutting Edges	N
20		10-304-000-0000-6519		830.68	Cutting edge plate & screw	PSO1702972	Cutting Edges	N
	4097	Nuss Truck & Equipment		849.56	2 Transactions			
	9922	Owatonna Ace Hardware						
21		10-304-000-0000-6520		32.95	Brush & container	2155/5	Machinery/Vehicle Parts	N
22		10-304-000-0000-6520		3.40	Fastners	2211/5	Machinery/Vehicle Parts	N
23		10-304-000-0000-6520		23.33	Fastner & jean clip	2220/5	Machinery/Vehicle Parts	N
	9922	Owatonna Ace Hardware		59.68	3 Transactions			
	3743	RDO Equipment Co, Inc.						
25		10-304-000-0000-6520		88.25	Yoke spring	P5074002	Machinery/Vehicle Parts	N
	3743	RDO Equipment Co, Inc.		88.25	1 Transactions			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
9376	Trueman Welters Inc						
26	10-304-000-0000-6520		161.45	Pin & bushing	IE51988	Machinery/Vehicle Parts	N
27	10-304-000-0000-6520		274.40	Belleville, oil seal & plug	IE52086	Machinery/Vehicle Parts	N
9376	Trueman Welters Inc		435.85	2 Transactions			
304	DEPT Total:		7,910.76	Equipment Maintenance & Shops	9 Vendors	20 Transactions	
10	Fund Total:		12,291.10	Road & Bridge Fund		27 Transactions	
	Final Total:		12,291.10	15 Vendors	27 Transactions		

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Recap by Fund	Fund	AMOUNT	Name
	10	12,291.10	Road & Bridge Fund
	All Funds	12,291.10	Total

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Steele County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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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

Save Report Options?: N

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
301	DEPT				Administration			
	5202	Clearview Window Cleaning						
5		10-301-000-0000-6512	AP	445.00	Window cleaning outside @PW	275100	Bldg Repair & Maintenance	Y
	5202	Clearview Window Cleaning		445.00	1 Transactions			
	61505	Gopher State One-Call						
6		10-301-000-0000-6260	AP	6.75	December locates	4121488	Consultants/Admin Fee	N
	61505	Gopher State One-Call		6.75	1 Transactions			
	8432	Prime Garage Doors & More LLC						
13		10-301-000-0000-6512	AP	1,299.00	Garage door repairs	12688-1	Bldg Repair & Maintenance	N
14		10-301-000-0000-6512	AP	2,071.50	Garage door repairs	12688-1	Bldg Repair & Maintenance	N
	8432	Prime Garage Doors & More LLC		3,370.50	2 Transactions			
	4247	RT Vision Inc						
18		10-301-000-0000-6301	AP	330.00	OneGov permit fees	INV961	Equip/Software Maint	N
	4247	RT Vision Inc		330.00	1 Transactions			
301	DEPT Total:			4,152.25	Administration	4 Vendors	5 Transactions	
302	DEPT				Road & Bridge Maintenance Expense			
	10118	Midwest Mobile Water Jet						
10		10-302-000-0000-6534	AP	1,852.80	Removal of reflect sheeting	24-4337	Supplies - Signing	N
	10118	Midwest Mobile Water Jet		1,852.80	1 Transactions			
	73956	Road Machinery & Supplies Co						
15		10-302-000-0000-6340	AP	1,973.50	Rental, fuel, delivery, pickup	NA170-001	Equipment Rental	N
16		10-302-000-0000-6340	AP	860.00-	Credit rent,fuel,deliv,pickup	NA170-011	Equipment Rental	N
	73956	Road Machinery & Supplies Co		1,113.50	2 Transactions			
302	DEPT Total:			2,966.30	Road & Bridge Maintenance Expense	2 Vendors	3 Transactions	
304	DEPT				Equipment Maintenance & Shops			
	11215	Central Farm Services						
1		10-304-000-0000-6521	AP	10,241.54	4010 gallons of dyed diesel	2976954	Supplies-Diesel Fuel	N
2		10-304-000-0000-6540	AP	9,110.72	4010 gallons of unleaded fuel	2977166	Fuel & Lubricants	N
	11215	Central Farm Services		19,352.26	2 Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
	2675	City Auto Glass						
3		10-304-000-0000-6520	AP	341.25	Windshield unit#2151	I501010904	Machinery/Vehicle Parts	N
4		10-304-000-0000-6520	AP	341.25	Windshield, unit#2170	I501010905	Machinery/Vehicle Parts	N
	2675	City Auto Glass		682.50	2 Transactions			
	36550	IFACS						
8		10-304-000-0000-6520	AP	84.32	Screws, nuts & washers	5350864	Machinery/Vehicle Parts	N
9		10-304-000-0000-6520	AP	48.06	Screws, adaptors, tape	5351011	Machinery/Vehicle Parts	N
	36550	IFACS		132.38	2 Transactions			
	56125	NAPA Auto Parts						
11		10-304-000-0000-6520	AP	9.26	Pin punch	038736	Machinery/Vehicle Parts	N
	56125	NAPA Auto Parts		9.26	1 Transactions			
	4738	Pomp's Tire Service Inc						
12		10-304-000-0000-6520	AP	1,268.48	(2) tires, unit#2151	230135143	Machinery/Vehicle Parts	N
	4738	Pomp's Tire Service Inc		1,268.48	1 Transactions			
	73956	Road Machinery & Supplies Co						
17		10-304-000-0000-6520	AP	111.10-	Return of hydraulic fuel	S0150323	Machinery/Vehicle Parts	N
	73956	Road Machinery & Supplies Co		111.10-	1 Transactions			
	76962	Schaeffer's Mfg Co						
19		10-304-000-0000-6520	AP	1,005.00	30 gallon drum	BKF6472INV	Machinery/Vehicle Parts	N
	76962	Schaeffer's Mfg Co		1,005.00	1 Transactions			
	9923	Steve James Excavating Inc						
20		10-304-000-0000-6520	AP	27.24	Forklift propane	16640	Machinery/Vehicle Parts	N
	9923	Steve James Excavating Inc		27.24	1 Transactions			
	85167	Stewart Sanitation						
21		10-304-000-0000-6514	AP	114.61	December garbage services	0000894750	Utility Services	N
	85167	Stewart Sanitation		114.61	1 Transactions			
	9376	Trueman Welters Inc						
22		10-304-000-0000-6600	AP	1,345.00	Remaining bal on roadgroomer	EB26918	Capital Outlay	N
	9376	Trueman Welters Inc		1,345.00	1 Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Descripti / On Behalf of Name	1099
304	DEPT Total:			23,825.63	Equipment Maintenance & Shops	10 Vendors	13 Transactions	
310	DEPT				Capital Construction			
	3832	I & S Group Inc						
7		10-310-000-0000-6262	AP	2,185.00	Prof services 074-649-001	113433	Sales Tax Consultants	Y
	3832	I & S Group Inc		2,185.00	1 Transactions			
	9217	WHKS & Co						
23		10-310-000-0000-6262	AP	8,335.17	Prof services 074-602-008	53219	Sales Tax Consultants	Y
	9217	WHKS & Co		8,335.17	1 Transactions			
	4364	WSB & Associates Inc						
24		10-310-000-0000-6262	AP	14,228.25	Prof services 074-021-006	1985000031	Sales Tax Consultants	Y
	4364	WSB & Associates Inc		14,228.25	1 Transactions			
310	DEPT Total:			24,748.42	Capital Construction	3 Vendors	3 Transactions	
10	Fund Total:			55,692.60	Road & Bridge Fund		24 Transactions	
	Final Total:			55,692.60	19 Vendors	24 Transactions		

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Recap by Fund	Fund	AMOUNT	Name
	10	55,692.60	Road & Bridge Fund
	All Funds	55,692.60	Total

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PERSONNEL REPORT
January 28, 2025

ACTION ITEMS

1. Personnel Actions:

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

Name	*Position/Dept.*	*Rating/Step*	*Date*
Madison Melcher	Financial Analyst/Finance	C42/2	01/18/2025
Scott Lurken	Correctional Officer/ Det Ctr.	B24/1	01/27/2025

Resignations/Retirements/Terminations/Change in Status:

Name	*Position*	*Department*	*End Date*
Matthew Stiehm	Probation Officer	Comm Corrections	01/06/2025

Open Positions-Pending Board Approval:

Position	*Department*	*Notes*
Financial Specialist	Finance	Backfill Melcher(promoted)
Probation Officer	Comm Corrections	Backfill Stiehm

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

Open Positions - Approved to Fill:

Position	*Department*	*Notes*
IT Security Analyst	IT	Working on Job Description
Correctional Officer (1)	Det. Center/Sheriff's Office	Interviewing
Technical Clerk I	Recorder's Office	Scoring Applications
Engineering Tech I/II/III	Highway	Interviewing
Records Specialist	Sheriff's Office	Scoring Applications
Technical Clerk II	PT & E	On-hold

Open Positions – In Committee:

Position	*Department*	*Notes*
Lead Custodian	Facilities & Grounds	On-hold

Steele County Agenda Item

Request for Board Action

Subject: Landfill Waste Hauler Contracts

Department: Landfill

Committee: Public Works **Committee Meeting Date:** NA

Work Session Date: NA **Board Meeting Date:** January 28, 2025

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

NA

Recommendation:

Approve Amendment to terminate Kruckeberg Services Waste Delivery Contract and Approve Waste Delivery Contract with Harter's Disposal of Minnesota.

Background *(Including Budget Impact)*:

The County has contracts with waste haulers establishing predetermined volumes of waste to be delivered to the Landfill at predetermined tipping fees. The County and Kruckeberg Servies executed the attached 2024 Waste Delivery Contract. Kruckeberg Services has sold a portion of its waste hauling to Harter's Disposal of Minnesota as outlined in the attached Purchase Agreement.

Kruckeberg Services desires to transfer 350 tons of waste hauling to Harter's Disposal of Minnesota and then desires to terminate its existing contract and deliver any remaining waste under landfill gate rates and terms. See attached Amendment terminating the contract.

Harter's Disposal of Minnesota then desires to execute a contract with the County for that 350 tons of waste. See attached proposed Contract.

Attachments:

Steele County /Kruckeberg Services Waste Delivery Contract 2024
Purchase Agreement between Kruckeberg Services and Harter's Disposal of Minnesota
Steele County/Kruckeberg Services Waste Delivery Contract 2024 – Amendment 1
Harter's Disposal of Minnesota Waste Delivery Contract 2025

STEELE COUNTY / KRUCKEBERG SERVICES
WASTE DELIVERY CONTRACT
2024

This Waste Delivery Contract ("Contract") is made by and between Steele County ("County") located at 630 Florence Avenue, Owatonna, MN 55060, and Kruckeberg Services (the "Hauler") located at 110 Highway Avenue North, PO Box 127, Blooming Prairie, MN 55917 (hereinafter the "Parties").

RECITALS

WHEREAS, the Waste Management Act of 1980 (Minnesota Statutes Chapter 115A, as amended), Minn. Stat. §145A.05, subd. 5, and the County Solid Waste Management Act of 1971(Minnesota Statutes Chapter 400, as amended) authorize the County to establish a solid waste management program; and

WHEREAS, the County operates a solid waste management program to assure the protection of the environment and protect against environmental liability for its citizens and businesses; and

WHEREAS, the County, as part of its solid waste management program, owns and operates the Steele County Landfill ("Facility") in Blooming Prairie, Minnesota; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver waste to the Facility; and

WHEREAS, entering into this Contract will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that the solid waste collected by the Hauler will be delivered to and accepted by the Facility.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit the Hauler and the County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 116, 145A and 400, the parties hereto agree as follows:

ARTICLE I. TERM AND RENEWAL

This Contract shall commence on January 1, 2024 or upon Hauler execution, whichever is later, and shall terminate on December 31, 2025. It shall be renewed upon its same terms for one (1) year unless either party provides written notice to the other at least six (6) months prior to termination that it will not renew upon the same terms.

ARTICLE II. DEFINITIONS

A. **Acceptable Waste** means garbage, refuse, construction and demolition debris, and Mixed Municipal Solid Waste (as defined in Minn. Stat. §115A.03) from residential,

commercial, industrial, and community activities, but does not include Unacceptable Waste.

B. **Administrator** means the Steele County Administrator.

C. **Facility** means the Steele County Landfill, 9420 SE 64th Ave., Blooming Prairie, MN.

D. **Hazardous Waste** is waste defined as "hazardous waste" by State or Federal law, rules, and regulations, as amended from time to time, including but not limited to 42 U.S.C. § 6903(5), and regulations interpreting such act, or in Minnesota Statutes § 116.06, subd. 11, and regulations interpreting such statute, but excluding waste excluded by Minnesota Rules 7045.0120A, Subp. 1A.

E. **Service Area** means the area subject to this Contract, which is all of the area within the geographical boundaries of Steele County.

F. **Solid Waste** means garbage, refuse and other solid waste from residential, commercial, industrial and community activities which is collected in aggregate, but does not include auto hulks, street sweepings, ash, mining waste, sludge, tree and agricultural waste, tires, and other materials collected, processed and disposed of as separate waste streams.

G. **Tipping Fee** is the fee charged to the Hauler for use of the Facility for management of Acceptable Waste.

H. **Unacceptable Waste** means waste delivered in quantities which, as determined by the Administrator, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the Facility, including but not limited to: industrial waste that has not been evaluated; incinerator ash; foundry sand; explosives; hospital, pathological and biological waste; Hazardous Waste; chemicals and radioactive materials; oil sludges; auto hulks; tires; undisclosed regulated asbestos-containing material; cesspool or other human waste; sewage and other highly diluted, water-carried materials or substances and those in gaseous forms; ash; mining waste; sludges; hazardous refuse of any kind, such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by the Administrator. In addition, any Waste generated or collected outside of Steele County, Minnesota shall be Unacceptable Waste.

I. **Waste** means all Mixed Municipal Solid Waste or Solid Waste collected by the Hauler.

ARTICLE III. REPRESENTATIONS

A. HAULER REPRESENTATIONS

1. The Hauler is a corporation duly organized under the laws of Minnesota, validly existing and properly qualified to do business under the Laws of State of Minnesota.

2. The Hauler has full power and authority to execute this Contract and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.

3. The execution of the Contract does not conflict with any other agreement, indenture or other instrument to which the Hauler is a party.

4. The Hauler is able to deliver to the Facility all Acceptable Waste it collects from all of its present and future customers in the Service Area.

B. COUNTY REPRESENTATIONS

1. The execution of this Contract by the Chair of the Steele County Board of Commissioners has been duly authorized and approved by the Steele County Board of Commissioners.

2. The execution of the Contract does not conflict with any other instrument to which the County is a party.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by: each municipality or township within the County in which it operates, the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.

ARTICLE V. OPERATIONS

A. DELIVERY OF ACCEPTABLE WASTE

1. Except as otherwise provided in this Contract, Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. The Hauler shall provide the County with documentation of the quantity of Acceptable Waste collected in Steele County at the beginning of Contract and as subsequently requested by the County. Based upon Hauler projections, the Hauler intends to collect from the Service Area an average annual tonnage of Acceptable Waste of Six Hundred (600) tons.

2. The County understands that the Hauler's monthly tonnages may increase or decrease with such factors as customer changes and the weather. Hauler will notify the County if Hauler anticipates substantial changes in the anticipated tonnage to be delivered to the Facility at least one week in advance.

3. The County shall provide Hauler with an annual report on Hauler's delivery amount of Acceptable Waste declared by Hauler to be generated in the Service Area. If such amount deviates from the average annual tonnage in Section V.A.1, above, by more than twenty (20%), the Hauler shall provide written evidence to the County documenting that such deviation, in the case of a delivery shortage, is not due to delivery to another facility, or in the case of an excess delivery is not due to undeclared Waste generated or collected outside of the Service Area. If the County determines that such evidence is not sufficient to justify such deviation, Hauler shall pay the County Forty-Six Dollars ($46.00) per ton for each ton of a shortage. In the event of an excess delivery, Hauler shall pay the County the difference between the Tipping Fee in Section VI.C and One Hundred Dollars ($100.00) per ton.

4. If the Facility is closed, the County will notify Hauler and Hauler may deliver Acceptable Waste to another solid waste management facility that has received and maintains all required local, state and federal permits until the Facility reopens.

5. The Hauler agrees not to deliver any Unacceptable Waste to the Facility. The Facility shall not be required to accept any waste that does not constitute Acceptable Waste. The County shall have the right, but not the obligation, to inspect vehicles delivering Waste to the Facility. No inspection by the County shall limit the obligation of the Hauler to deliver only Acceptable Waste to the Facility.

6. The Hauler agrees to cooperate in any permitting or approval process required by the MPCA or the County regarding the delivery of industrial waste (as defined in Minn. Stat. §115A.03) to the Facility.

7. The Hauler shall not deliver to the Facility recyclable materials that are separated for recycling or yard waste that is separated for composting. Recyclable materials shall be delivered only to a recycling facility or market where no more than fifteen percent (15%) by volume of all recyclable materials received results in residue that is not recycled. Yard waste shall be delivered to a permitted yard waste composting facility. Upon request of the County, the Hauler shall provide documentation to the County that demonstrates compliance with these requirements.

8. If the Hauler separates recyclable materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Unacceptable Waste.

B. <u>GENERAL DELIVERY REQUIREMENTS</u>

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facility as the Administrator may periodically adopt.

2. The Hauler agrees to comply with the traffic control policies of all cities and

townships within the Service Area.

3. Subject to applicable County and municipal ordinances or other notice from the County, the Hauler must follow all rules and policies of the Facility.

4. Upon the written request of the Hauler, the Administrator may determine whether, for public health, safety, or other reasons, to waive the delivery requirements of this Contract and to allow the Hauler to deliver waste to another facility.

5. Hauler shall follow such vehicle identification procedures as the Administrator may require. The Hauler, acting through its drivers, shall state the origin by county of collected Waste on the Facility scale ticket at the time of delivery to the Facility. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Acceptable Waste delivered under this Agreement and to deliver the same to the Facility in accordance with such regulations established by the Board from time to time.

C. WASTE REJECTION AND RESPONSIBILITIES

1. The Facility may require the Hauler to reload and dispose of Waste deposited on the working face of the Facility if the Waste contains Hazardous Waste, Unacceptable Waste, including Acceptable Waste contaminated by Unacceptable Waste, or Acceptable Waste generated outside the Service Area.

2. The Facility has the right to reject entire or partial loads of Hazardous or Unacceptable Waste, or Acceptable Waste generated outside the Service Area. The Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of reloading, removal, and disposal of Hazardous Waste, Unacceptable Waste, or Acceptable Waste generated outside the Service Area shall be borne by the Hauler.

3. In lieu of rejecting Acceptable Waste generated outside of the Service Area, the County may charge a fee of $250 per ton for each load determined by Landfill staff to include any amount of Acceptable Waste generated outside of the Service Area. Landfill staff will notify the Hauler of each such load.

D. PAYMENT PROCEDURES

1. The County shall, within ten (10) days following the last day of each month, submit to the Hauler a statement showing the amount that the Hauler is required to remit to the County for charges incurred during the preceding month pursuant to this Contract. The charge for each month shall be computed on the basis of the amount of Acceptable Waste accepted by the Facility multiplied by the Tipping Fee.

2. Remittances for each month's deliveries shall be paid according to the Steele

County Landfill Credit Policy, which provides that interest will be charged to all accounts over thirty (30) days at an annual rate equal to one and one-half (1.5) percent per month, or eighteen (18) per cent per annum. If Hauler's account is overdue thirty (30) days after the end of the month service was provided, a phone call will be made to Hauler and a written notice will also be sent and documented by the Facility. The Administrator will also be notified. If payment is not immediately received following such communications, credit may no longer be extended to Hauler until the account is current. A past due account may be pursued with assistance from the Office of the County Attorney.

ARTICLE VI. COVENANTS OF COUNTY

A. COUNTY'S DUTY TO ACCEPT WASTE. Except as otherwise provided in this Contract, the County shall accept from the Hauler all Acceptable Waste delivered by the Hauler to the Facility.

B. PROPER DISPOSAL OF WASTE. The County shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Contract and all applicable laws and regulations.

C. TIPPING FEE. The Tipping Fee shall be Forty-Six Dollars ($46.00) per ton in 2024 and 2025, and Forty-Seven Dollars ($47.00) per ton in 2026 if this Contract automatically renews. In addition to the Tipping Fee, the Hauler will pay all applicable taxes, surcharges and other fees established by the State of Minnesota or other governmental body.

For purposes of determining the amounts due, the number of tons of Acceptable Waste delivered to and accepted at the Facility during the month shall be established by the weight records from the Facility scales. In the event the Facility scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

ARTICLE VII. NOTICE REQUIREMENTS

A. The County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Contract without the consent of the Hauler or without just cause.

B. The County shall notify the Hauler in writing by certified mail if the County adds any wastes or other substances to the definition of Unacceptable Waste.

ARTICLE VIII. DEFAULT

A. HAULER DEFAULT

The following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and

regulations relating to waste management;

2. Failure to maintain insurance as required by this Contract;

3. Hauling Acceptable Waste collected within the Service Area to another site other than the Facility, unless directed to or agreed to by the County. It shall be a default under this Contract if the Hauler is indirectly involved in the hauling of Acceptable Waste from the Service Area to a facility other than that permitted under this Contract, whether the Hauler is acting as a partner, shareholder, subsidiary, parent, director, trustee, officer or employee of any person, firm, corporation or other entity engaged in the hauling of Acceptable Waste to a facility other than that permitted by this Contract. Ownership of less than five percent (5%) of any corporation engaged in such prohibited hauling, the shares of which are publicly traded, shall not violate this Agreement;

4. Persistent and repeated failure to fulfill any of its material obligations under this Contract;

5. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, in violation of Article X, Section E;

6. Delivery of Hazardous Waste, Unacceptable Waste, or Acceptable Waste generated outside the Service Area that has not received the written approval of the County to the Facility, and failure to comply with rejection procedures provided for under Article V, Section C;

7. Failure to make timely payment of Tipping Fees;

8. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the Federal Bankruptcy Code or any applicable federal or state law (or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X, Section E regarding transfers and assignments) or suffers any order for relief under the Federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Contract.

B. COUNTY DEFAULT

The following shall constitute a default by the County:

The persistent or repeated failure to fulfill any of its material obligations under this Contract.

C. DEFAULT REMEDIES

Upon the occurrence of an Event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Contract. The County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits.

D. MANNER OF EXERCISE

Unless otherwise stated, no Contract remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by the County.

E. ATTORNEYS' FEES AND EXPENSES

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Contract, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

F. COUNTY ENFORCEMENT OF CONTRACT

The County may enforce this Contract by seeking temporary and permanent injunctive relief, and the County may avail itself of any other remedies provided by law. In the event Hauler breaches this Contract by delivering waste to a facility not authorized hereunder, and if, after notice by the County, Hauler continues to deliver waste in violation of the Contract, the Hauler will be liable to the County for the reasonable legal fees and costs of suit incurred by the County in connection with enforcement of the Contract.

ARTICLE IX. INDEMNIFICATION

A. The Hauler shall indemnify, defend and save, and hold harmless the County, its members, its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the

performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Contract. The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, contracts, or other actions controlling or attempt to control, the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Contract or any other County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

B. The County shall indemnify the Hauler for any damages, including costs of defense, for the negligence of the County, its employees or agents arising from the violation of any representation, warranty, covenant or condition of this Contract. The parties agree that the exceptions from the tort liability and immunity accorded the County pursuant to Minn. Stat. Ch. 466, and as subsequently amended, shall continue in full force and effect. Nothing in this Contract shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded the County by Minn. Stat. Ch. 466, as amended.

ARTICLE X. MISCELLANEOUS

A. INSURANCE

During the term of this Contract, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinances.

B. AUDIT

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Contract are subject to examination by the County, and the State Auditor, as appropriate. The County will provide reasonable notice prior to the County's examination of the above listed items.

C. NOTICE

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Hauler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

Steele County Engineer
PO Box 890
3000 Hoffman Dr.
Owatonna, MN 55060

Hauler:

Kruckeberg Services
110 Highway Avenue North
PO Box 127
Blooming Prairie, MN 55917

D. RELATIONSHIP OF THE PARTIES

For the purposes of this Contract, the Hauler shall be deemed to be an independent contractor and not an employee of the County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed for the County under this Contract, shall not be considered employees of the County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise may be stated herein.

E. ASSIGNMENT

Hauler shall notify the County of its intent to assign or transfer all or a portion of its hauling business or assets operating in the Service Area at least 30 days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein and no such assignment/transfer shall be effective unless the assignee consents to be bound by the terms of this Contract. If Hauler completes such an assignment or transfer to another Hauler with a similar Contract with the County, this Contract shall remain in full force in effect along with the other Hauler Contract. Nothing herein shall limit the County's ability to transfer or assign the Facility to another person, business organization, or governmental entity.

F. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and agreements of the parties under this Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

G. WAIVER

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided under the terms of the Contract are cumulative and not mutually exclusive.

H. EQUAL OPPORTUNITY LAWS

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights commission, disability, sexual orientation or age.

I. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

J. GOVERNING LAW

This Contract shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of law principles. Any litigation related to this Contract shall be venued in the Third Judicial District of Minnesota District Court in Steele County.

K. ALTERATION CLAUSE

Any alteration, modification, amendment or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

L. EARLY TERMINATION

1. In the event that the Hauler and the County mutually agree in writing to terminate this Contract, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.

2. In the event the Facility permanently ceases operations, this Contract may be terminated by the County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.

3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII, Section C, the non-defaulting party may terminate this Agreement upon written notice to the party in default.

M. UNFORESEEN CIRCUMSTANCES

The inability of either party to perform any obligation under this Contract due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or the County under this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Contract. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facility; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;

3. A change in law which prohibits or substantially prohibits the cost-effective operation of the Facility;

4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facility is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facility site which are required for and essential to the operation of the Facility; and

5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Contract provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Contract. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Contract due to strikes by their employees shall not constitute an Unforeseen Circumstance.

N. SEVERABILITY

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

O. EXECUTION OF CONTRACT

This Contract will become legally binding when signed by the Hauler and the County.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the latest date below.

STEELE COUNTY
BOARD OF COMMISSIONERS

By: James R Abbe

Its: Chair

Date: 1-4-24

Attest:

Date: 1-4-24

HAULER
KRUCKEBERG SERVICES

By: Amy Hinzmann

Its: Amy Hinzmann, CFO/COO

Date: 11/30/2023

Purchase Agreement

Harter's Disposal of Minnesota, LLC (Harter's); 2225 US 63 Stewartville, MN agrees to purchase the accounts and equipment listed below from Kruckeberg Services (Kruckeberg) 10061 State Hwy 30; Blooming Prairie, MN 55917.

Purchase is for the established customer accounts specified in the attached customer list and including containers specified in the customer list including the relationship to collect waste and recycling materials from these customers for established fees. Purchase includes all rights Kruckeberg has with these specified customers to exclusively provide service for collection of waste & recycling from specified customers. Kruckeberg shall transfer any written agreements with specified customers and make reasonable efforts to assist in the orderly transition of service being provided by Harter's to specified customers. Nothing in this agreement or otherwise shall restrict Harter's from making changes to service agreements with specified customers after this purchase is complete. Kruckeberg agrees to not solicit, provide waste and recycling service to, or interfere with the vendor/customer relationship between Harter's and specified customers for a period of 24 months from the date of effect of this agreement without specific written consent from Harter's. This agreement shall be in effect as of August 1, 2024 at which time Harter's will start providing collection service to specified customers. Fees collected by Kruckeberg Services for collection services for August and September 2024, shall be credited to Harter's and deducted from the purchase price said below.

Purchase Price for established customer accounts/vendor relationships specified in the attached customer list and equipment specified is $25,000.

Agreed to by:

Seller:
Kruckeberg Services

By: Amy Hinzmann

Name: Amy Hinzmann

Title: CFO/COO

Date: 7/15/24

Buyer:
Harter's Disposal of Minnesota, LLC

By: Mathias Harter

Name: Mathias Harter

Title: General Manager

Date: 7-16-24

Steele County / Kruckeberg Services

Waste Delivery Contract 2024

Amendment No. 1

This Amendment No. 1 to the Waste Delivery Contract by and between Steele County and Hauler is effective upon signature of both Parties.

1. ARTICLE 1. TERM AND RENEWAL is amended to read:

This Contract shall commence on January 1, 2024 or upon Hauler execution, whichever is later, and shall terminate on January 31, 2025.

In witness whereof, the Parties have caused this Amendment No. 1 to be executed as of the latest date below.

STEELE COUNTY BOARD OF COMMISSIONERS	**KRUCKEBERG SERVICES**
_____	_____
Chair	
_____	_____
Date	Date
_____	
Administrator	
_____	
Date	

STEELE COUNTY / HARTER'S DISPOSAL OF MN
WASTE DELIVERY CONTRACT
2025

This Waste Delivery Contract ("Contract") is made by and between Steele County ("County") located at PO Box 890, Owatonna, MN 55060, and Harter's Disposal of MN (the "Hauler") located at 2225 US 63, Stewartville, MN 55976 (hereinafter the "Parties").

RECITALS

WHEREAS, the Waste Management Act of 1980 (Minnesota Statutes Chapter 115A, as amended), Minn. Stat. §145A.05, subd. 5, and the County Solid Waste Management Act of 1971(Minnesota Statutes Chapter 400, as amended) authorize the County to establish a solid waste management program; and

WHEREAS, the County operates a solid waste management program to assure the protection of the environment and protect against environmental liability for its citizens and businesses; and

WHEREAS, the County, as part of its solid waste management program, owns and operates the Steele County Landfill ("Facility") in Blooming Prairie, Minnesota; and

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver waste to the Facility; and

WHEREAS, entering into this Contract will be mutually beneficial to both the Hauler and the County by providing, among other mutual benefits, a greater certainty that the solid waste collected by the Hauler will be delivered to and accepted by the Facility.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit the Hauler and the County to accomplish the goals and objectives set out in Minn. Stat. Chaps. 115A, 116, 145A and 400, the parties hereto agree as follows:

ARTICLE I. TERM AND RENEWAL

This Contract shall commence on January 1, 2025 or upon Hauler execution, whichever is later, and shall terminate on December 31, 2025.

ARTICLE II. DEFINITIONS

A. **Acceptable Waste** means garbage, refuse, construction and demolition debris, and Mixed Municipal Solid Waste (as defined in Minn. Stat. §115A.03) from residential, commercial, industrial, and community activities, but does not include Unacceptable Waste.

B. **Administrator** means the Steele County Administrator or designee.

C. **Facility** means the Steele County Landfill, 9420 SE 64th Ave., Blooming Prairie, MN.

D. **Hazardous Waste** is waste defined as "hazardous waste" by State or Federal law, rules, and regulations, as amended from time to time, including but not limited to 42 U.S.C. § 6903(5), and regulations interpreting such act, or in Minnesota Statutes § 116.06, subd. 11, and regulations interpreting such statute, but excluding waste excluded by Minnesota Rules 7045.0120A, Subp. 1A.

E. **Service Area** means the area subject to this Contract, which is all of the area within the geographical boundaries of Steele County.

F. **Solid Waste** means garbage, refuse and other solid waste from residential, commercial, industrial and community activities which is collected in aggregate, but does not include auto hulks, street sweepings, ash, mining waste, sludge, tree and agricultural waste, tires, and other materials collected, processed and disposed of as separate waste streams.

G. **Tipping Fee** is the fee charged to the Hauler for use of the Facility for management of Acceptable Waste.

H. **Unacceptable Waste** means waste delivered in quantities which, as determined by the Administrator, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the Facility, including but not limited to: industrial waste that has not been evaluated; incinerator ash; foundry sand; explosives; hospital, pathological and biological waste; Hazardous Waste; chemicals and radioactive materials; oil sludges; auto hulks; tires; undisclosed regulated asbestos-containing material; cesspool or other human waste; sewage and other highly diluted, water-carried materials or substances and those in gaseous forms; ash; mining waste; sludges; hazardous refuse of any kind, such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by the Administrator. In addition, any Waste generated or collected outside of Steele County, Minnesota shall be Unacceptable Waste.

I. **Waste** means all Mixed Municipal Solid Waste or Solid Waste collected by the Hauler.

ARTICLE III. REPRESENTATIONS

A. HAULER REPRESENTATIONS

1. The Hauler is a corporation duly organized under the laws of Minnesota, validly existing and properly qualified to do business under the Laws of State of Minnesota.

2. The Hauler has full power and authority to execute this Contract and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.

3. The execution of the Contract does not conflict with any other agreement, indenture or other instrument to which the Hauler is a party.

4. The Hauler is able to deliver to the Facility all Acceptable Waste it collects from all of its present and future customers in the Service Area.

B. COUNTY REPRESENTATIONS

1. The execution of this Contract by the Chair of the Steele County Board of Commissioners has been duly authorized and approved by the Steele County Board of Commissioners.

2. The execution of the Contract does not conflict with any other instrument to which the County is a party.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by: each municipality or township within the County in which it operates, the County, the Minnesota Pollution Control Agency ("MPCA") and any other governmental agency having jurisdiction over its activities.

ARTICLE V. OPERATIONS

A. DELIVERY OF ACCEPTABLE WASTE

1. Except as otherwise provided in this Contract, Hauler agrees to deliver any and all Acceptable Waste that it collects in the Service Area to the Facility. The Hauler shall provide the County with documentation of the quantity of Acceptable Waste collected in Steele County at the beginning of Contract and as subsequently requested by the County. Based upon Hauler projections, the Hauler intends to collect from the Service Area an average annual tonnage of Acceptable Waste of **Three Hundred Fifty (350) tons**.

2. The County understands that the Hauler's monthly tonnages may increase or decrease with such factors as customer changes and the weather. Hauler will notify the County if Hauler anticipates substantial changes in the anticipated tonnage to be delivered to the Facility at least one week in advance.

3. The County shall provide Hauler with an annual report on Hauler's delivery amount of Acceptable Waste declared by Hauler to be generated in the Service Area. If such amount deviates from the average annual tonnage in Section V.A.1, above, by more than twenty (20%), the Hauler shall provide written

evidence to the County documenting that such deviation, in the case of a delivery shortage, is not due to delivery to another facility, or in the case of an excess delivery is not due to undeclared Waste generated or collected outside of the Service Area. If the County determines that such evidence is not sufficient to justify such deviation, Hauler shall pay the County Forty-Six Dollars ($46.00) per ton for each ton of a shortage. In the event of an excess delivery, Hauler shall pay the County the difference between the Tipping Fee in Section VI.C and One Hundred Dollars ($100.00) per ton.

4. If the Facility is closed, the County will notify Hauler and Hauler may deliver Acceptable Waste to another solid waste management facility that has received and maintains all required local, state and federal permits until the Facility reopens.

5. The Hauler agrees not to deliver any Unacceptable Waste to the Facility. The Facility shall not be required to accept any waste that does not constitute Acceptable Waste. The County shall have the right, but not the obligation, to inspect vehicles delivering Waste to the Facility. No inspection by the County shall limit the obligation of the Hauler to deliver only Acceptable Waste to the Facility.

6. The Hauler agrees to cooperate in any permitting or approval process required by the MPCA or the County regarding the delivery of industrial waste (as defined in Minn. Stat. §115A.03) to the Facility.

7. The Hauler shall not deliver to the Facility recyclable materials that are separated for recycling or yard waste that is separated for composting. Recyclable materials shall be delivered only to a recycling facility or market where no more than fifteen percent (15%) by volume of all recyclable materials received results in residue that is not recycled. Yard waste shall be delivered to a permitted yard waste composting facility. Upon request of the County, the Hauler shall provide documentation to the County that demonstrates compliance with these requirements.

8. If the Hauler separates recyclable materials from Acceptable Waste, the Hauler shall ensure that residual materials left after such separation shall be delivered to the Facility, unless they constitute Unacceptable Waste.

B. GENERAL DELIVERY REQUIREMENTS

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Facility as the Administrator may periodically adopt.

2. The Hauler agrees to comply with the traffic control policies of all cities and townships within the Service Area.

3. Subject to applicable County and municipal ordinances or other notice from the County, the Hauler must follow all rules and policies of the Facility.

4. Upon the written request of the Hauler, the Administrator may determine whether, for public health, safety, or other reasons, to waive the delivery requirements of this Contract and to allow the Hauler to deliver waste to another facility.

5. Hauler shall follow such vehicle identification procedures as the Administrator may require. The Hauler, acting through its drivers, shall state the origin by county of collected Waste on the Facility scale ticket at the time of delivery to the Facility. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Acceptable Waste delivered under this Agreement and to deliver the same to the Facility in accordance with such regulations established by the Board from time to time.

C. WASTE REJECTION AND RESPONSIBILITIES

1. The Facility may require the Hauler to reload and dispose of Waste deposited on the working face of the Facility if the Waste contains Hazardous Waste, Unacceptable Waste, including Acceptable Waste contaminated by Unacceptable Waste, or Acceptable Waste generated outside the Service Area.

2. The Facility has the right to reject entire or partial loads of Hazardous or Unacceptable Waste, or Acceptable Waste generated outside the Service Area. The Hauler shall be provided with documentation certifying the rejection and reasons therefore. All costs of reloading, removal, and disposal of Hazardous Waste, Unacceptable Waste, or Acceptable Waste generated outside the Service Area shall be borne by the Hauler.

3. In lieu of rejecting Acceptable Waste generated outside of the Service Area, the County may charge a fee of $250 per ton for each load determined by Landfill staff to include any amount of Acceptable Waste generated outside of the Service Area. Landfill staff will notify the Hauler of each such load.

D. PAYMENT PROCEDURES

1. The County shall, within ten (10) days following the last day of each month, submit to the Hauler a statement showing the amount that the Hauler is required to remit to the County for charges incurred during the preceding month pursuant to this Contract. The charge for each month shall be computed on the basis of the amount of Acceptable Waste accepted by the Facility multiplied by the Tipping Fee.

2. Remittances for each month's deliveries shall be paid according to the Steele County Landfill Credit Policy, which provides that interest will be charged to all accounts over thirty (30) days at an annual rate equal to one and one-half (1.5) percent per month, or eighteen (18) per cent per annum. If Hauler's account is overdue thirty (30) days after the end of the month service was provided, a phone call will be made to Hauler and a written notice will also be sent and documented

by the Facility. The Administrator will also be notified. If payment is not immediately received following such communications, credit may no longer be extended to Hauler until the account is current. A past due account may be pursued with assistance from the Office of the County Attorney.

ARTICLE VI. COVENANTS OF COUNTY

A. COUNTY'S DUTY TO ACCEPT WASTE. Except as otherwise provided in this Contract, the County shall accept from the Hauler all Acceptable Waste delivered by the Hauler to the Facility.

B. PROPER DISPOSAL OF WASTE. The County shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Contract and all applicable laws and regulations.

C. TIPPING FEE. The **Tipping Fee shall be Forty-Six Dollars ($46.00) per ton in 2025**. In addition to the Tipping Fee, the Hauler will pay all applicable taxes, surcharges and other fees established by the State of Minnesota or other governmental body.

For purposes of determining the amounts due, the number of tons of Acceptable Waste delivered to and accepted at the Facility during the month shall be established by the weight records from the Facility scales. In the event the Facility scales are down, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

ARTICLE VII. NOTICE REQUIREMENTS

A. The County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Contract without the consent of the Hauler or without just cause.

B. The County shall notify the Hauler in writing by certified mail if the County adds any wastes or other substances to the definition of Unacceptable Waste.

ARTICLE VIII. DEFAULT

A. HAULER DEFAULT

The following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste management;
2. Failure to maintain insurance as required by this Contract;
3. Hauling Acceptable Waste collected within the Service Area to another site other than the Facility, unless directed to or agreed to by the County. It shall be a default under this Contract if the Hauler is indirectly involved in the hauling of Acceptable Waste from the Service Area to a facility other than that permitted

under this Contract, whether the Hauler is acting as a partner, shareholder, subsidiary, parent, director, trustee, officer or employee of any person, firm, corporation or other entity engaged in the hauling of Acceptable Waste to a facility other than that permitted by this Contract. Ownership of less than five percent (5%) of any corporation engaged in such prohibited hauling, the shares of which are publicly traded, shall not violate this Agreement;

4. Persistent and repeated failure to fulfill any of its material obligations under this Contract;

5. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, in violation of Article X, Section E;

6. Delivery of Hazardous Waste, Unacceptable Waste, or Acceptable Waste generated outside the Service Area that has not received the written approval of the County to the Facility, and failure to comply with rejection procedures provided for under Article V, Section C;

7. Failure to make timely payment of Tipping Fees;

8. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the Federal Bankruptcy Code or any applicable federal or state law (or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X, Section E regarding transfers and assignments) or suffers any order for relief under the Federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Contract.

B. COUNTY DEFAULT

The following shall constitute a default by the County:

The persistent or repeated failure to fulfill any of its material obligations under this Contract.

C. DEFAULT REMEDIES

Upon the occurrence of an Event of Default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Contract. The County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits.

D. MANNER OF EXERCISE

Unless otherwise stated, no Contract remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by the County.

E. ATTORNEYS' FEES AND EXPENSES

If an Event of Default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Contract, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

F. COUNTY ENFORCEMENT OF CONTRACT

The County may enforce this Contract by seeking temporary and permanent injunctive relief, and the County may avail itself of any other remedies provided by law. In the event Hauler breaches this Contract by delivering waste to a facility not authorized hereunder, and if, after notice by the County, Hauler continues to deliver waste in violation of the Contract, the Hauler will be liable to the County for the reasonable legal fees and costs of suit incurred by the County in connection with enforcement of the Contract.

ARTICLE IX. INDEMNIFICATION

A. The Hauler shall indemnify, defend and save, and hold harmless the County, its members, its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits whatsoever arising out of any act or omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Contract. The Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of County ordinances, resolutions, contracts, or other actions controlling or attempt to control, the collection, disposal or other handling of Waste. This waiver specifically extends to the predecessor individuals, partnerships, corporations or other entities of the Hauler. The Hauler further agrees that it will not assert any claim that the provisions of this Contract or any other County ordinance related thereto is unconstitutional, and should any other individual establish such in any court of law, the Hauler will not claim any damages.

B. The County shall indemnify the Hauler for any damages, including costs of defense, for the negligence of the County, its employees or agents arising from the violation of any representation, warranty, covenant or condition of this Contract. The parties agree that the exceptions from the tort liability and immunity accorded the County pursuant to Minn. Stat. Ch. 466, and as subsequently amended, shall continue in full force and effect. Nothing in this Contract shall waive, or be deemed or constructed to waive the exceptions from tort liability and immunity accorded the County by Minn. Stat. Ch. 466, as amended.

ARTICLE X. MISCELLANEOUS

A. INSURANCE

During the term of this Contract, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's solid waste ordinances.

B. AUDIT

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Contract are subject to examination by the County, and the State Auditor, as appropriate. The County will provide reasonable notice prior to the County's examination of the above listed items.

C. NOTICE

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Hauler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

Steele County
PO Box 890
Owatonna, MN 55060-0890

Hauler:
Harter's Disposal of MN
2225 US 63
Stewartville, MN 55976

D. RELATIONSHIP OF THE PARTIES

For the purposes of this Contract, the Hauler shall be deemed to be an independent contractor and not an employee of the County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed for the County under this Contract, shall not be considered employees of the County, and any and all claims that may or might arise against the County, its agents, servants or employees as a consequence of any act or omission on the part of the Hauler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise may be stated herein.

E. ASSIGNMENT OF CONTRACT

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

F. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

G. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and agreements of the parties under this Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

H. WAIVER

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided under the terms of the Contract are cumulative and not mutually exclusive.

I. EQUAL OPPORTUNITY LAWS

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights commission, disability, sexual orientation or age.

J. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

K. GOVERNING LAW

This Contract shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of law principles. Any litigation related to this Contract shall be venued in the Third Judicial District of Minnesota District Court in Steele County.

L. ALTERATION CLAUSE

Any alteration, modification, amendment or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

M. EARLY TERMINATION

1. In the event that the Hauler and the County mutually agree in writing to terminate this Contract, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party.

2. In the event the Facility permanently ceases operations, this Contract may be terminated by the County by written notice specifying the termination date. In this event, neither party shall have any further rights against the other party.

3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII, Section C, the non-defaulting party may terminate this Agreement upon written notice to the party in default.

N. UNFORESEEN CIRCUMSTANCES

The inability of either party to perform any obligation under this Contract due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of the Hauler or the County under this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Contract. Such acts or events may include, but shall not be limited to, and are qualified by the following:

4. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

5. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Facility; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;

6. A change in law which prohibits or substantially prohibits the cost-effective operation of the Facility;

7. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Facility is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Facility site which are required for and essential to the operation of the Facility; and

8. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Contract provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Contract. Strikes by the Hauler's employees, employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Contract due to strikes by their employees shall not constitute an Unforeseen Circumstance.

O. SEVERABILITY

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

P. EXECUTION OF CONTRACT

This Contract will become legally binding when signed by the Hauler and the County.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the latest date below.

STEELE COUNTY
BOARD OF COMMISSIONERS

By:_____
James Brady, Chair

Date: _____

Attest: _____
Renae Fry, Administrator

Date: _____

HAULER
HARTER'S DISPOSAL OF MN

By:_____

Its:_____

Date: _____

Steele County Agenda Item

Request for Board Action

Subject: Turnkey Corrections Contract Amendment

Department: Sheriff's Office - Detention Center

Committee: Public Safety & Health **Committee Meeting Date:** January 21, 2025

Work Session Date: Enter a date. **Board Meeting Date:** January 28, 2025

Consent Agenda: ☒ Yes ☐ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

Committee recommends approving renewal.

Recommendation:

Recommendation is to approve the contract amendment with Turnkey Corrections.

Background *(Including Budget Impact)*:

Request is to renew the service agreement (which provide detainee phone, messaging, visiting and commissary) with Turnkey corrections. This agreement does not cost the county any service fees. The contract renewal has been reviewed by the county attorney with no concerns being brought forward.

Attachments: Contract Amendment

STEELE COUNTY JAIL
JAIL SERVICES AGREEMENT

THIS JAIL SERVICES AGREEMENT ("Agreement") is between Steele County a political subdivision of the State of Minnesota ("Facility"), and T.W. Vending, Inc., doing business under the name of TurnKey Corrections (referred to herein as the "Provider"), each a "Party" and collectively, the "Parties".

WHEREAS, the Facility seeks to enter into an agreement for the provision of certain inmate services and commissary products to its Facility and for the benefit of its inmates; and

WHEREAS, Provider is capable of providing such inmate services and commissary products to the Facility, and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, which is detailed below, the Facility and Provider agrees as follows:

1. Effective Date of Agreement. This Agreement shall be effective when executed by the Facility ("Effective Date"). Depending on the services selected by the Facility as detailed in the attached Exhibit A (collectively, the "Services"), the billing for the Services shall commence the date such Service becomes available at the Facility ("Install Date").

2. Term of Agreement.

   (a) The Parties agree that the initial term of this Agreement shall be for a period of one (1) year ("Initial Term"), beginning on the first day of the first full calendar month following the Effective Date. This Agreement shall continue for the duration of the Initial Term and will automatically renew for one-year terms thereafter ("Renewal Terms")(the Initial Term and any Renewal Terms shall collectively be referred to herein as the "Term"), provided that, beginning in the final year of any Term, either Party may terminate this Agreement effective at the end of such Term by delivery of written notice at least 60 days prior to the end of such Term.

   (b) As a material consideration for the commissions detailed below, Facility grants Provider the right to be the exclusive provider of the products and services obtained by Facility from Provider as set forth herein and in any amendments hereto, and, as legally possible, grants Provider a right of first refusal to provide any such products and services available from Provider not set forth herein, as the agreements with such third-party provider(s) expire or are otherwise not renewed.

3. Software; Equipment.

   (a) **Equipment**: Provider has conducted a site visit and determined the amount of equipment required in order to best provide the Facility and its inmate population with the Services ("Hardware"). Provider shall install the Hardware and Provider's administrative software, known as the "TurnKey Elite Account Management" software system ("TEAM"), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the "Equipment"), and provide adequate training for all such Equipment, all without charge to Facility unless otherwise indicated herein. The Equipment identified in this Agreement reflects the Hardware package selected by the Facility, but the installed Hardware may vary depending on the final agreed requirements of the Facility. It is the obligation of the Provider to track the Equipment inventory at the Facility.

   (b) **Software License**: Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall provide Facility access to TEAM during the initial training. Upon activation, Provider grants the Facility the non-exclusive, non-transferrable and non-sub-licensable right to install and use TEAM on Facility's computers within the limits specified in this Agreement. TEAM will establish the accounts used by the inmate population of the Facility ("Trust Accounts") to buy the various services offered from Provider, and any third-party vendor to the Facility with which Facility requires integration. The rights of use granted hereunder shall not include any rights to the source code of TEAM.

i. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.

ii. Any use of the software exceeding the agreed scope of use is expressly prohibited. The Facility shall use TEAM only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use. When using TEAM, the Facility shall, in particular, comply with all applicable data protection and export control provisions.

iii. The rights granted under this Agreement shall not include and the Facility shall not be entitled to nor shall it allow a third party to (i) attempt to circumvent any technical devices of TEAM that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify or create derivative works, or translate, decompile or create or attempt to create, by reverse engineering or otherwise, its source code or object code of TEAM; (iii) use TEAM under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar marking on any copy of TEAM, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute TEAM or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to TEAM. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy, and that, therefore, Provider is entitled, in addition to its other rights and remedies, to equitable relief in the form of an injunction against any or further breach of this limited license.

iv. As between the Parties, Provider retains all right, title and interest in and to TEAM and in all copies, modifications and derivative works of TEAM including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.

v. Provider may, at its sole discretion, elect to offer updates to TEAM. Provider shall have no obligation to provide updates to TEAM. If, however, Provider does elect to provide updates, the Facility shall be obligated to update TEAM as soon as reasonably practicable. Updates are provided at no expense to the Facility. All rights and obligations set forth herein shall also apply to any updates.

vi. SPECIFIC AS TO TEAM, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS ON MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF TEAM.

vii. Since Provider is not selling TEAM to the Facility, and the functionality of TEAM will cease after the termination of this Agreement, therefore PROVIDER OFFERS NO WARRANTIES TO THE FACILITY AS TO TEAM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT TEAM WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF TEAM WILL BE UNINTERRUPTED OR ERROR-FREE. The Parties hereto agree that this Section is meant to waive the applicability of and to otherwise release Provider from any statutory warranty available to the Facility which can be waived. All statutory warranties available to Facility which cannot be waived shall remain in full force and effect.

viii. Provider strictly complies with applicable data protection law, non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with TEAM. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing

or any other purposes. The use by Provider of data generated hereunder is strictly the responsibility of Provider, and Provider shall keep and maintain all such data use secure to the highest industry standards.

ix. The Parties hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The Facility acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of TEAM is dependent on the internet connection at the Facility, as well as the Facility's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Provider and shall likely have an impact on the functionality of TEAM.

A. Subject to the foregoing, Provider will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Provider web-service partners, and performance degradation.

B. Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Provider will make every effort to not perform scheduled maintenance during each available maintenance window. TEAM updates may be released as needed outside the standard scheduled maintenance windows. Also, whenever possible, Provider will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Provider will provide an incident report for major incidents within 72 hours of closure of a material outage.

x. Facility acknowledges that TEAM and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law.

xi. TEAM allows for limited customization by the Facility of limited fields. Provider is able to instruct Facility as to how to customize those limited fields, but makes no representation or warranty as to the efficacy or usefulness of any such customization. Facility shall also agree that it is solely and completely responsible for any such customization, and agrees to hold Provider harmless from any disputes or claims resulting from Facility's customization of any TEAM field. Facility further agrees that Provider reserves the right to charge the Facility for any customization, and for the costs and expenses associated with maintaining such customization. Any such charge to the Facility for any such customization shall reduce any amounts due from Provider to Facility hereunder.

4. Service Specifications.

(a) **Equipment Ownership**: All Equipment is and remains owned exclusively by Provider. So long as all terms and conditions set forth herein are fully satisfied, Provider shall remove all such Equipment at the termination of the business relationship between Provider and Facility, at no cost to the Facility.

i. **Equipment Maintenance: Provider agrees that Facility has absolute control over the placement and use of Provider's Equipment, and the use of any such Equipment by any inmate.** Provider agrees to keep all Equipment in good order and operating condition. Provider maintains 24/7/365 customer service. it is the goal of Provider to respond to service requests within 2 hours of requests, to resolve such requests on a priority basis, and to provide an action plan within 48 hours for issues that cannot be immediately addressed. It is also the goal of Provider to respond to Equipment failures within 48 hours of notice. Provider shall not be held accountable, however, for delays in response caused by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

(b) **Deposit Processing**: Subject to the set-off provisions as set forth herein, amounts deposited into the Trust Accounts are available for use by the applicable inmate. Inmate funds deposited into the Trust Account through any means including cash, check, money order and/or credit card are subject to reversal, recovery and modification by the Facility and Provider. Examples may include returned checks for insufficient funds or fraud, credit card charge backs, and the deposit of counterfeit currency. In these instances, the Trust Account will be debited the amount plus any incurred fees by either the Facility and/or Provider. If such deduction exceeds the amount available to the inmate, a lien shall be placed against the inmate's Trust Account until such deficiency is paid in full. TEAM allows the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency incurred during the previous incarceration from any new amounts deposited into the inmate's Trust Account.

i. Provider does not warrant that credit/debit card processing will be error free. While Provider acknowledges that it is responsible for the actions of its processor, any errors in the use of any credit or debit card shall be and shall remain the responsibility of the card holder.

ii. Neither Party shall impose any surcharge or similar fee on any transaction that would violate any applicable credit card network rule or applicable law. In cases where Provider's banking or financial partners or similar service providers, impose changes in processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes. Provider also reserves the right to change processors at any time at its sole discretion.

(c) **Facility Systems and Cooperation**: The Facility shall arrange reasonable access to the Facility for Provider as necessary. Provider agrees that only persons authorized by the Facility may have access to the Facility. The Parties also agree to cooperate and perform all tasks necessary and desirable in order to implement the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services. If the Facility requests that Provider interface with Facility's systems or with any third-party service provider(s), then the Facility shall provide access to the necessary technical information and specifications of its systems in order for Provider to be able to interface. Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s) shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features or third-party services as they are introduced to the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information may slow the integration and onset of Provider's Services, will impact commission rates, will result in diminished service capabilities by Provider, and may be considered a breach of this Agreement by Provider.

(d) **Select System Features**:

i. **Data Retention: Unless a different period is prescribed by Facility, all inmate recordings are maintained on Provider's servers for 365 days, and overwritten on the 366th day.** Provider will provide notice to Facility at least 60 days prior to any such overwriting, but it is the responsibility of the Facility to accept an electronic transfer of such video visitation records if Facility desires to continue to maintain such records. **All inmate material, except for video visitation and phone records, is saved by Provider for two years. Prior to the deletion of any material, Provider will notify the Facility of its intent to delete such material, and provide Facility the opportunity to accept an electronic transfer of the data.** Facility is responsible for the safekeeping if its data upon the expiration of Provider's stated and agreed retention timeframe described herein. **Unless**

otherwise provided for herein, Facility owns all right, title and interest in the inmate data generated by the users of Provider's systems at the Facility.

ii. **Account Management:** Provider agrees to train Facility staff in TEAM and account reporting, and to "train the trainer."

A. All Trust Account creation (booking) and Trust Account close (release) processes, using general inmate information, including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered), is available in TEAM. Other inmate information may be stored on the system at the discretion of the Facility.

B. Search is available based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.

iii. **Reports.** TEAM automatically generates account balance summary, deposit transactions, cash-in transactions, system balance, transaction history, refund transactions, check register, voided checks, daily balance, daily shift, inmate deposits, inmate detail, inactive accounts, closed accounts, event log, kiosk status, site charge detail, site charge grouping reports, and various additional reports. Report customization is available. Provider agrees to endeavor to assist the Facility to create customized Trust Account reports.

A. TEAM allows for the export of reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

(e) **Tampering**: Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, the presence of foreign physical devices, misuse or theft of the Equipment. The Facility shall not modify, install or attach anything on to the Equipment, or permit modification of Equipment by others. If the Facility becomes aware that any Equipment or attendant software has been tampered with, it shall immediately notify Provider, and Provider shall then have the option to disable such Equipment until such time as it can be replaced or removed. Facility agrees to aid Provider in any effort to recover losses caused by malicious damage.

5. Changes in Features, Fees and/or Prices.

(a) During the term of this Agreement, economic conditions may dictate that prices for the Services, including commissary products, be adjusted. Facility agrees to any such price adjustments so long as Provider communicates all price adjustments to Facility in writing at least 15 days prior to any price adjustments taking effect. So long as practical, Provider agrees not to adjust prices more than three (3) times annually.

(b) Economic conditions may also require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility in writing at least 30 days prior to such fee adjustment taking effect. So long as practical, Provider agrees not to adjust fees more than once annually.

(c) Notwithstanding anything in Section 5(a) or (b), Provider may advertise price discounts on Services, including commissary products, for a length that will not exceed seven (7) days. Facility agrees that the amount paid to it as commission will be impacted by the discounted price.

(d) Facility agrees that in the event that a feature offered by Provider becomes discontinued, unlawful, or the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility without being considered in breach of this Agreement.

6. Electronic Payments. Invoices for payment of Provider's services shall be submitted monthly to the Facility, and in such detail as to allow Facility to review inmate and other activity. Facility agrees and acknowledges that electronic payment is the only acceptable method of payment, and Provider shall initiate such payments on behalf of Facility. Upon issuing an invoice, Provider shall immediately initiate the electronic transfer of the invoiced amount from Facility to Provider. Provider is responsible for the setup, maintenance, Provider's bank fees associated with each electronic payment, and initiation of the electronic payment system to ensure timely and accurate transactions.

7. Authorized Agents; Notices.

(a) The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the applicable Provider are:

Tom Graham, President – TurnKey Corrections
Phone: 651-261-7158
tomg@turnkeycorrections.com

(b) The address of the applicable Provider is:

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered via regular first-class mail, postage prepaid, and deposited in the United States mails, addressed to the authorized agents, as applicable.

8. County and State Audit. Pursuant to the laws of the State of Minnesota, the records of Provider pertaining strictly to the goods and services provided under this Agreement shall be subject to examination by the appropriate governmental authority. Unless otherwise delivered to the Facility, records of the work performed under this Agreement shall be kept by Provider following termination of this Agreement (except for inmate data) for the amount of time required by applicable law.

9. Indemnity; Limitation of Liability. The Parties hereto agree to indemnify, and hold their respective employees and officials, harmless from any third-party claims, including attorneys' fees and expenses arising therefrom, related to the gross negligence or intentional wrongdoing by either Party, or its respective subcontractors, agents or employees, in the performance of the obligations herein. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF THIS AGREEMENT. Should Provider be liable under this Agreement for any amount that is not excluded under the preceding sentence, or if such exclusion of liability is not enforceable under applicable law, the liability of Provider shall, in the aggregate, not exceed the total amount paid to and received by the Provider under this Agreement during the 12-month period immediately preceding the event giving rise to such liability.

(a) The sole remedy for each Party with respect to any third-party claims shall be pursuant to the indemnification provision set forth above. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it may have against the other Party arising under or based upon any federal, state, local or otherwise applicable law.

i. **Inmate Complaints.** The Facility agrees to act as mediator between the Provider and inmates of the Facility for any issue or claims by inmates against Provider arising during the course of this Agreement. All such disputes shall be first subject to such mediation prior to the ability of any inmate to pursue any other remedy. The obligation to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature.

10. Insurance. Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, adequate insurance. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement. Certificates of insurance evidencing the above coverages in the required amounts shall be submitted to the Facility upon its request. The certificates

shall name the Facility as an additional insured. Provider further agrees that is shall not be modify or cancel its insurance except upon thirty (30) days' written notice to the Facility.

11. Subcontracts. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of the Facility. Provider shall ensure that any subcontractor complies with the terms of this Agreement. Any subcontractor of Provider shall report to and invoice Provider directly.

12. Force Majeure. The Parties hereto agree that Provider shall not be liable for any delay or inability to perform any provision within this Agreement caused directly or indirectly by acts of God or other causes beyond the reasonable control of Provider.

13. Data Practices. Provider, its agents, employees, and any subcontractors of Provider providing services under this Agreement, agree to abide by the laws and regulations of State of Minnesota regarding data privacy. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state's laws.

(a) Provider shall send a notice to Facility of its intent to delete any inmate data, and Facility shall have 60 days thereafter to determine if it wants such inmate data electronically downloaded to it. If Facility determines it wants the inmate data, it must provide the appropriate web address and any necessary authorizations for Provider to download such data. **Facility agrees it holds Provider harmless from any claims pertaining to any data deleted by Provider after due notice is sent to Facility.**

14. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to create the relationship of a partnership or a joint venture between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility for any purpose. The Facility shall not deduct from the amounts due to Provider any federal or state income tax, FICA payments, or any other amounts associated with an employer/employee relationship unless otherwise required by law.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved according to Minnesota law, but in the state district court of Steele County, Minnesota, and the Parties each agree to submit to personal jurisdiction therein.

(a) The Parties agree that they shall first attempt to resolve any disputes through communication between the respective responsible teams of each Party. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the state district court of Steele County, Minnesota.

16. Termination. Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a cure of the breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination, and shall not affect the ability of the non-complaining party to claim that the alleged breach was without merit.

17. Successors and Assigns. This Agreement shall be binding upon the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.

18. Equal Employment; Employment Verification. In connection with the provision of services contemplated hereunder, Provider agrees to comply with the provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations. In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of employees performing services at the Facility.

19. Amendment. The Parties agree that no amendment of this Agreement shall have any force or effect unless the change is reduced to writing, dated, and signed by the respective authorized representative of each party.

20. Severability. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected, and shall remain as binding upon the Parties. The waiver by any Party of any breach of this Agreement shall not operate as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party.

21. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.

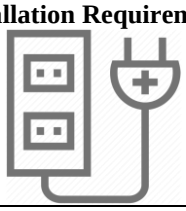
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

STEELE COUNTY	T.W. VENDING, INC.
By:_____ STEELE COUNTY SHERIFF	By:_____ Dewey Wahlin, CEO
Date_____, 20__	Date_____, 20__

EXHIBIT A
TO THE STEELE COUNTY
JAIL SERVI CES AGREEMENT

Commissary Selection & Delivery 	Facility agrees to retain Provider to be the exclusive provider of all commissary products and services to the inmate population at the Facility. If the Parties hereto agree to allow commissary products or other services to be made available by the Facility or other third-party to the inmate population, which products or services shall be sold over Provider's system, Provider will add a surcharge to all such orders, which surcharge shall be based on the price of each such product or service. Provider agrees to package, label, and deliver the commissary orders made of Provider offered items, and ensure their delivery to the Facility. These commissary orders will be distributed regularly on a mutually agreeable schedule. Delivery of orders of products not offered by Provider shall be the responsibility of the Facility. The Facility will be responsible for inspection and distribution of all commissary orders. Provider may provide "snack packs" or other "welcome" items to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.
Lobby Deposit Kiosk(s) 	**0 lobby kiosk(s)** will be installed at the Facility. Lobby Kiosks will be available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require a convenience fee charge of $8.95 or 10%, whichever is greater. Cash deposits at the lobby kiosk will require no convenience fee. All deposits by non-inmates for the benefit of the inmates shall be deposited into the inmate accounts created in TEAM. TEAM creates the inmate Trust Account at booking, and the Facility can use such Trust Account to track issues applicable to each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account. If the Facility or any other applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated seventy percent (50%) as unrestricted cash for such inmate's discretionary use, and thirty percent (50%) to reduce the amount of such lien. **The initial lobby kiosk(s) and installation thereof is at no cost to Facility.**
Booking/Release Station(s) 	**0 booking/release station(s)** will be installed at the Facility, which may include money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items. If allowed by the Facility, inmate deposits using a credit/debit card at booking will require a convenience fee of $8.95 or 10%, whichever is greater. There is no fee charged for cash deposits by inmates at booking. Facility is responsible for and must adhere to and complete all required processes to complete any such inmate credit/debit card transaction at the time of booking. The limit for any credit/debit card deposit by the inmate at booking is $100. The processing of larger amounts on credit/debit cards for bonding is available, but the Facility must agree that it is fully responsible for all bonding amounts, and any chargebacks or other disputes related thereto. No commissions are paid from bonding activity, and the Facility agrees that it is responsible for all costs and fees of Provider incurred as the result of allowing bonding activity. **The initial booking/release station(s) and installation thereof is at no cost to Facility.**
Video Visitation Station(s):	**0 lobby public Video Visitation station(s)** will be installed at the Facility. Facility agrees to use Provider as the exclusive provider of Video Visitation services to its inmates. These stations allow the public to visit inmates on Provider's proprietary inmate Video Visitation system while in the lobby of the Facility. Visits performed from lobby stations will incur no charge to the Facility, inmate or to the public.

	**The initial lobby Video Visitation station(s) and installation thereof is at no cost to Facility.** **Off-Site Video Visitation**: Off-site use of Video Visitation is available, and is commenced and paid for by an off-site visitor, or is paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. The charge for each offsite Video Visitation is $0.39 per minute, and visits are capped at 20 minutes per session unless otherwise agreed to in writing by Facility.
Inmate Kiosk(s) 	**_0_ inmate kiosk(s)** will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, purchase of Mp3 / Music, and additional services as available. **The initial inmate kiosk(s) and installation thereof is at no cost to Facility.**
Vending Machines 	**_4_ Snack Vending Machine(s)** and **_4_ Beverage Vending Machine(s)** will be installed at the Facility. **[_X_ Provider] [__ Facility]** (check one) is responsible for filling such vending machines on a mutually agreeable schedule. Provider shall ensure all vending machines are operating properly and/or repaired/replaced, as necessary. **The initial Snack Vending Machine(s), Beverage Vending Machine(s) and installation thereof is at no cost to Facility.**
Inmate E-Mail/ SMS/Picture Mail Costs 	Inmates who receive email, text, or picture mail, will have the option to respond in-kind, to such communications. Each incoming or outgoing email, text, or picture mail is charged as follows: (a) E-Mail costs $0.25 per message sent. (b) SMS texts costs $0.13 per message sent. (c) Picture Mail costs $0.25 per picture sent. Inmates may choose to have picture mail printed out (if allowed by Facility) for an additional charge.
Inmate Mail Scan 	___ Accept. If selected by the Facility, Provider will provide the ability for the Facility to scan mail addressed to the inmates into TEAM, and allow the inmate to read his or her mail on a kiosk or portable device as provided within the Facility. Scanners are provided at the request of the Facility. The cost for mail scan will be billed monthly and is $2.00 per month per inmate who has received mail in the previous month. **The initial scanner and installation thereof is at no cost to Facility.**
Music/Mp3 Players and Headphones	Mp3 players are made available, as are headphones, for the inmates to listen to music or other pre-approved recorded material. The Mp3 players are available through commissary, and the cost of each song download typically runs between $1.00 - $3.00, plus license fee and any applicable taxes. Inmates may take the Mp3 players with them upon release, but will be unable to download additional material outside of the Facility.

Inmate Telephone Service **TKC TeleCom, LLC.** 	TKC TeleCom, LLC. ("TeleCom"), an affiliated company to Provider, provides integrated telephone telecommunications equipment and services which include proprietary (and patented) capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions. TeleCom also offers TKC Insight®, an investigative analytics product designed to improve security at the Facility with enhanced call tracking, speaker identification, improved sound, plus language translation and improved reporting. If the Facility desires TKC Insight®, the cost is $0.02 per minute and is applied to all phone calls and other forms of communication over the TeleCom systems. To obtain the equipment and services described, please work with your salesperson to create and execute a separate agreement with TeleCom.
Commission Rate	Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commission rate of **40%** on commissary sales (net of sales tax) and a commission rate of **35%** on inmate services sales (E-Mail/SMS/Video Visitation/Picture Mail/Mp3)(net of sales tax and excluding TeleCom, which is invoiced separately). Facility will not earn any commission on any bonds issued through TEAM. The commission payments shall begin to accrue in the first full month occurring 90 days after the Install Date. Should Provider's provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider becomes compliant with all such laws; **provided, however**, that Provider shall be entitled to terminate this Agreement ninety (90) days after written notice is provided if it cannot become compliant and/or if the Facility withholds any payment due for any reason for more than sixty (60) days.
Installation Requirements 	Facility is responsible for providing electrical and data connections, including power (typically 110v AC); CAT 5 network cabling from and to areas as specified by the Provider; and dedicated, exclusive internet service, unless the selected product mix requires the installation and maintenance of such systems by Provider.
Phone PIN Sale Automation 	If no contract is signed with TeleCom, Provider will work with the Facility's phone provider to make phone cards available. Provider shall receive 10% of gross sales from the sale of phone cards, such amount to be paid either out of the Facility's commission or by Facility's phone provider. No commission from Provider will be due to the Facility from Provider's sale of phone cards.
Other features available 	The Facility will be able to use all features offered by the Provider, including paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. As to Law Library access, Provider has partnered with FastCase®, with no cost to the Facility. Please check with your salesperson to obtain a detailed list of all available services and their respective costs.

Additional Services and Features applicable to Steele County	In addition to the foregoing, Provider agrees as follows: No Additional Services at this time
Synopsis	**Current Services:** **Confirm all that apply:** **_X_ Booking Stations** **_X_ Lobby Kiosks** **_X_ Snack Vending Machines** **_X_ Video Visitation** **_X_ Inmate Kiosks** **___ Picture Mail** **___ My Connection Hub®** **_X_ Law Library** **_X_ Commissary** **_X_ Check Printer** **_X_ Lobby Visitation** **_X_ Beverage Vending Machines** **___ TKC Insight® (Video Visitation)** **_X_ Text/Email** **___ Mail Scan** **___ Mp3 Players** **___ Inmate Education** **Additional Services** **_____** **Commission Synopsis: _40%_ on commissary sales (net of sales tax); and _35%_ on services sales (E-Mail/SMS/Video Visitation/Picture Mail/Mp3)(net of sales tax and excluding TeleCom, which is invoiced separately)**

Steele County Agenda Item

Request for Board Action

Subject: Approve Out of State Travel – PBK Annual Training

Department: Attorney's Office

Committee: Public Safety and Health. **Committee Meeting Date:** 01/21/2025.

Work Session Date: n/a **Board Meeting Date:** January 28, 2025

Consent Agenda: x Yes ☐ No **Resolution:** ☐ Yes ☐ No

Policy Committee Recommendation:

Committee recommends approving

Recommendation:

Approve Out of State Travel for the Paralegal, Victim Services Coordinator, and Legal Administrative Assistant to attend the Annual Prosecutor by Karpel User Group Meeting and Training.

Background *(Including Budget Impact)*:

The County Attorney's Office is requesting approval for Out of State Travel to attend the Annual Prosecutor by Karpel User Group Meeting and Training. Prosecutor by Karpel (PBK) is our case management software. It plays a crucial role in our day-to-day operations. The office's Paralegal serves as the administrator and point of contact between our office and PBK. The Victim Services Coordinator uses PBK with victims, generate disclosures when speaking to victims, and provides victim notices we are statutorily obligated to provide. The Legal Administrative Assistant uses PBK with Law Enforcement, generates court notices and subpoenas for upcoming court dates. Attending the annual meeting and training will allow staff to keep up with the latest updates and offer feedback for how PBK can improve based our office's needs.

The cost of the training is $325 per person. The cost of a rental car is $295. Travel, meals, and lodging will be $1393 per person. This item is covered under our training budget.

Attachments:

Annual Prosecutor by Karpel User Group Meeting and Training Agenda

Karpel Solutions National User Group Agenda April 8 – 10, 2025

Tue. AM	Versailles 1&2 General Sessions	Matterhorn- Templates Track	Versailles 2- Attorney Track	St. Moritz/Bern- Report Track
7:30-8:30	Registration- Versailles Foyer			
8:30 – 9:00	**Welcome– With Jeff Karpel** Meet the trainers and learn more about their skill sets along with an update on the Karpel Foundation and the projects that have been awarded.			
9:00-10:30	**2025 Tips and Tricks** *With Pippa Barrett and LeeAnn Karpel* Features in PbK and DbK that can save you Time and Effort!			
10:30-10:45	**Break**			
10:45-11:30	**State Breakout** Gather with your peers and discuss unique challenges within your state with a trainer.			
11:30 -Noon	**What Do You Want to Learn This Week?** *Moderator Jeff Karpel and LeeAnn Karpel* Interactive session for you to share your challenges and what you hope to learn this week.			
Tue. PM	**Lunch on your own**			
1:30 – 2:25	**Victim Engagement Platform** *With Mike Stendeback* Join Mike Stendeback as he showcases the new Victim Engagement Platform (VEP) and dive into the NEW possibilities to streamline Victim Services and Victim Notifications.	**Templates 101** *With Heather Blank* *Laptop Required Learn approaches to create basic templates and data source utilization. You will learn to a motion.	**Best Courtroom Practices for Prosecution and Defense** (*Panel) With Christian Bahn and Erin Crouch*	**Improve Data Integrity** *With Tyler Ingham, Ezekiel Kaufman* We will discuss the ever growing Data Integrity Report. It's a free report that your office can request to help you find and clean up bad data and orphaned, duplicate and missing information.

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	Versailles 1- General Sessions	Matterhorn- Templates Track	Versailles 2- Attorney Track	St. Moritz/Bern- Report Track
2:30-3:30	**External Agency Portal- Setting Up for Success** *With Kelly Camilleri, Joe Wright* Learn how to set up and implement the LE Portal for better communication with your Law Enforcement partners.	**Templates -Charging and Victim Templates** *With Heather Blank* *Laptop Required. Must have prior document template knowledge. Learn how to construct a charging document, subpoena, and a victim letter.	**DbK and the new Client Engagement Platform** *With Randy Knopf* Learn more about DbK's functionality including a demonstration of the new Client Engagement Platform to better communicate with clients.	**What Canned Reports Can Do For You -***With Tyler Ingham, Ezekiel Kaufman* We'll show you the best approach using canned reports to answer internal and external questions along with a new report, Cases Handled, using visualization techniques to show volume of work handled year after year.
3:30 – 3:45	**Break**			
3:45- 4:45	**Grand Jury Scheduler** *With Joe Wright* Learn how to set up and implement the Grand Jury Scheduler.	**Templates – Civil Templates** *With Heather Blank* *Laptop Required Review and understand how civil templates work, and how to effectively design and produce various civil templates.	**Not Just For Criminal Cases, PbK is for Civil Too!** *With Kelly Camilleri, Erin Crouch* Are you laboring under the yoke of civil cases? Do you thrash about trying to work a civil case? Fear not! Let Erin and Kelly help you fight those fears, so you no longer have to toil under the burden of your civil cases.	**Reports Lab** *With Tyler Ingham, Ezekiel Kaufman* Open lab with Tyler and Ezekiel to answer questions and troubleshoot existing reports.
6:00 -8:00	**Welcome Reception- Patio/Zurich Ballroom (lower level)**			

Alpine 1 & 2 (lobby level). 1:30 – 4:45 PM. Open Lab including Template Lab. *Take advantage of our lab option throughout the entire conference. Meet with Scott Crause and members from our help desk for some one-on-one assistance with an issue, or "how to" instructions on any subject.*

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Wed. AM	Versailles 1- General Session	Matterhorn- Templates Track	Versailles 2- Attorney Track	St. Moritz/Bern- Report Track
7:30-8:30	**Breakfast- Zurich (lower level)**			
8:30 – 9:30	**Case Page Templates** *With Pippa Barrett* Learn how to customize pages in PbK and DbK to work for your particular office.	**Templates 101** *With Heather Blank* *Laptop Required Learn approaches to create basic templates and data source utilization. You will learn to a motion.	**DbK Roundtable** *With Randy Knopf* Join Randy for a discussion focusing on how your office leverages DbK that might benefit others, expanding DbK centric reporting and better use of automated notifications to clients and witnesses.	**What Canned Reports Can Do For You -***With Tyler Ingham, Ezekiel Kaufman* We'll show you the best approach using canned reports to answer internal and external questions along with a new report, Cases Handled, using visualization techniques to show volume of work handled year after year.
9:35-10:35	**Media Management** *With LeeAnn Karpel* Learn how to play different media types, use automatic transcription, redact faces, and more with PbK and DbK built-in audio and video streaming and editing tools.	**Templates Charging/Victim Templates** *With Heather Blank* * Laptop Required. Must have prior document template knowledge. Learn how to construct a charging document, subpoena, and a victim letter.	**DbK- Calendaring, communicating, reducing FTA** *With Randy Knopf* Learn how to use Outlook effectively to calendar court dates and appointments and how to reduce FTAs by texting clients upcoming court dates along with using Setting Control and the Court Face Sheet in the courtroom.	**Improve Data Integrity** *With Tyler Ingham, Ezekiel Kaufman* We will discuss the ever growing Data Integrity Report. It's a free report that your office can request to help you find and clean up bad data and orphaned, duplicate and missing information.
10:35-10:50	**Break**		**Versailles 2-General Sessions**	
10:50 -11:50	**My View-How to Customize** *With Pippa Barrett* Learn how to customize My View to suit users' particular needs, and how to use My View to manage cases from referral to disposition.	**Templates Tips and Tricks** *With Heather Blank,* * Laptop Required. Must have prior document template knowledge. Learn about Event Questions, Bookmarks, IF statements and other cool Tips and Tricks I have gathered from coding documents for 6+ years.	**External Agency Portal- Setting Up for Success** *With Kelly Camilleri, Joe Wright* Learn how to set up and implement the LE Portal for better communication with your Law Enforcement partners.	**Reports Lab** *With Tyler Ingham, Ezekiel Kaufman* Open lab with Tyler and Ezekiel to answer questions and troubleshoot existing reports.
Wed. PM	**Lunch on your own**			

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	Versailles 1- General Sessions	Matterhorn- Templates Track	Versailles 2- General Sessions	St. Moritz/Bern- Report Track
1:30 – 2:25	**Victim Engagement Platform** *With Mile Stendeback* Join Mike Stendeback as he showcases the new Victim Engagement Platform (VEP) and dive into the NEW possibilities to streamline Victim Services and Victim Notifications.	**Templates -Civil Templates** *With Heather Blank* *Laptop Required Review and understand how civil templates work, and how to effectively design and produce various civil templates.	**iSubpoena Demonstration by Legal Notification Services** *With Jos Van Hout* Did you know PbK provides no cost integration with iSubpoena? Learn more about iSubpoena and how it is used by law enforcement for fast and efficient subpoena notifications.	**What Canned Reports Can Do For You -***With Tyler Ingham, Ezekiel Kaufman* We'll show you the best approach using canned reports to answer internal and external questions along with a new report, Cases Handled, using visualization techniques to show volume of work handled year after year.
2:30-3:30	**Obscure features of PbK/DbK** *With Krista Boston, Kelly Camilleri* This session will introduce obscure features that you may not know about in PbK/DbK.	**Templates Tips and Tricks** *With Heather Blank* * Laptop Required. Must have prior document template knowledge. Learn about Event Questions, Bookmarks, IF statements and other cool Tips and Tricks I have gathered from coding documents for 6+ years.	**My View -How to Customize** *With Pippa Barrett* Learn how to customize My View to suit users' particular needs, and how to use My View to manage cases from referral to disposition.	**Reports Lab** *With Tyler Ingham, Ezekiel Kaufman* Open lab with Tyler and Ezekiel to answer questions and troubleshoot existing reports.
3:30 – 3:45	**Break**			
3:45- 4:45	**Media Management** *With LeeAnn Karpel* Learn how to play different media types, use automatic transcription, redact faces, and more with PbK and DbK built-in audio and video streaming and editing tools.		**Case Page Templates** *With Pippa Barrett* Learn how to customize pages in PbK and DbK to work for your particular office.	**Reports Lab** *With Tyler Ingham, Ezekiel Kaufman* Open lab with Tyler and Ezekiel to answer questions and troubleshoot existing reports.
6:00 -9:00	**Westport Social**			

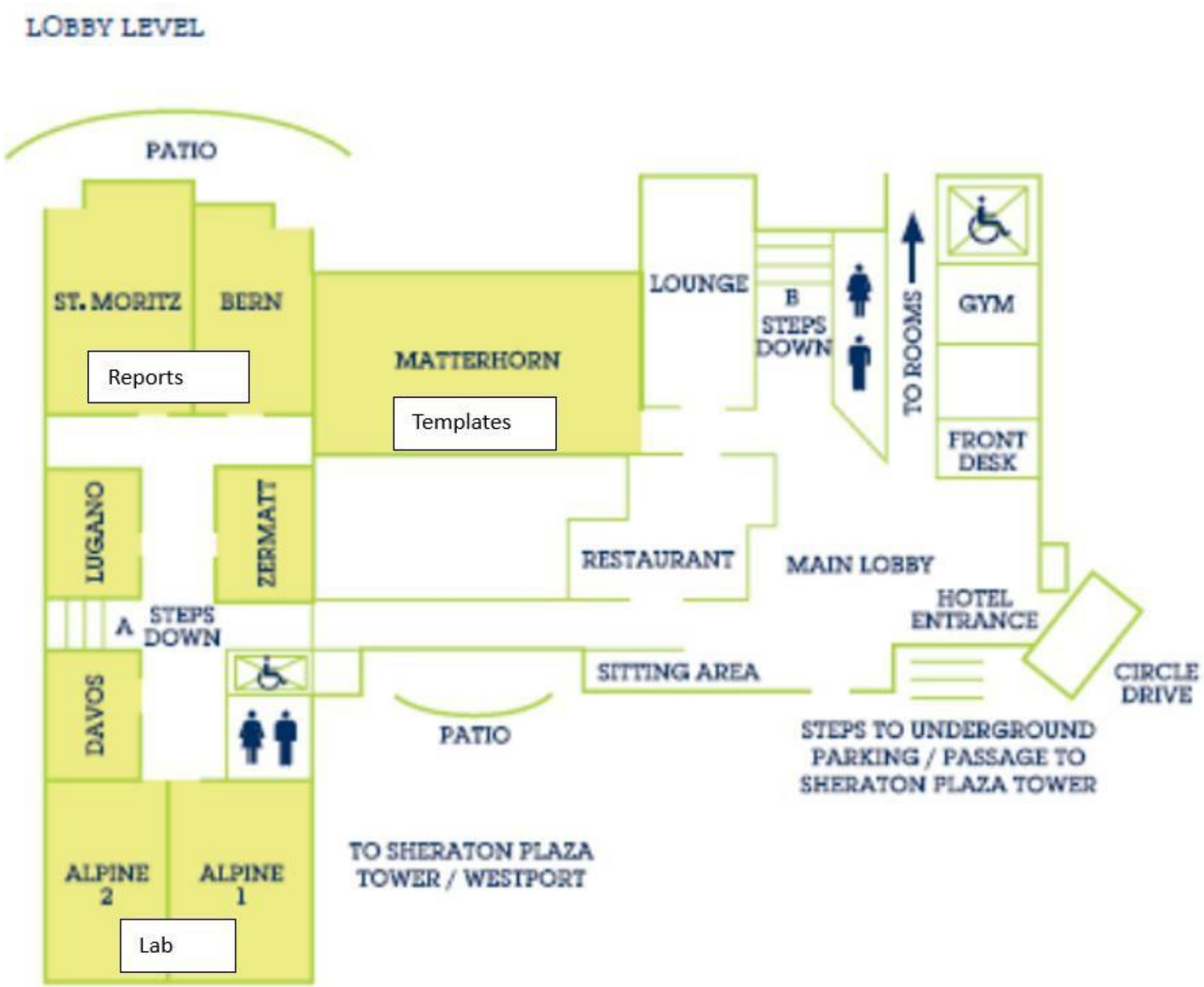
Alpine 1 & 2 (lobby level). 8:30 – 4:45 PM. Open Lab including Template Lab. *Take advantage of our lab option throughout the entire conference. Meet with Scott Crause and members from our help desk for some one-on-one assistance with an issue, or "how to" instructions on any subject.*

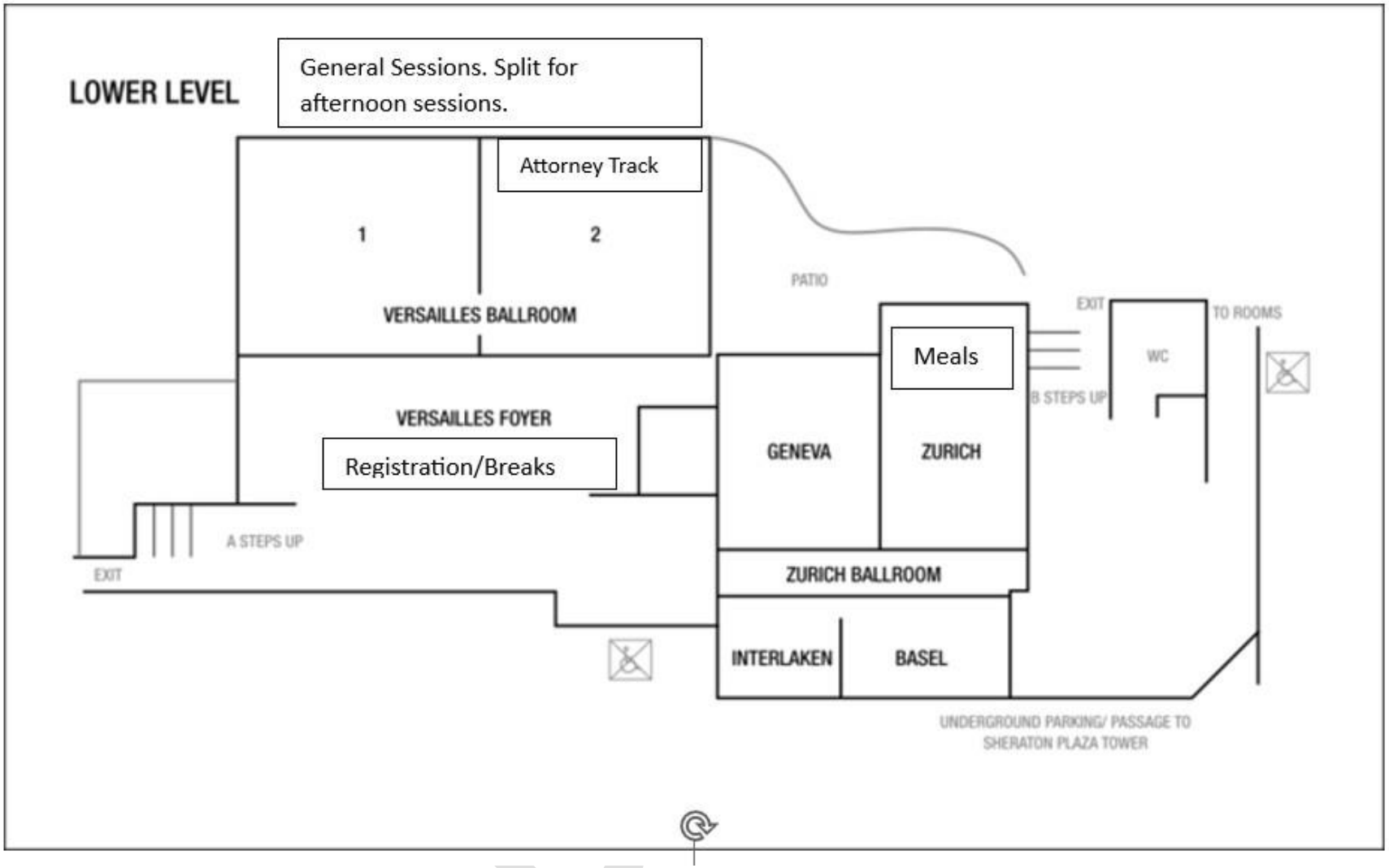
DRAFT

Thur. AM	**Versailles 1&2- General Sessions**			
7:30-8:30	**Breakfast- Zurich (lower level)**			
8:30 – 9:30	**Introduction to 7.5** *With LeeAnn Karpel*			
10:30-10:45	**Break**			
10:45 -Noon	**What Did You Learn and What Are You Going to Do About It?** *Moderator Jeff Karpel* Tell us what you learned and how you plan to utilize it in your office.			
End				

Alpine 1 & 2 (lobby level)- **Open Lab** from 8:30 AM – 2:00PM.

DRAFT


LOBBY LEVEL
PATIO
ST. MORITZ
BERN
Reports
MATTERHORN
Templates
LOUNGE
B
STEPS
DOWN
TO ROOMS
GYM
FRONT
DESK
LUGANO
ZERMATT
RESTAURANT
MAIN LOBBY
HOTEL
ENTRANCE
A
STEPS
DOWN
SITTING AREA
CIRCLE
DRIVE
DAVOS
PATIO
STEPS TO UNDERGROUND
PARKING / PASSAGE TO
SHERATON PLAZA TOWER
TO SHERATON PLAZA
TOWER / WESTPORT
ALPINE
2
ALPINE
1
Lab


LOWER LEVEL
General Sessions. Split for afternoon sessions.
Attorney Track
1
2
VERSAILLES BALLROOM
PATIO
EXIT
TO ROOMS
Meals
WC
8 STEPS UP
VERSAILLES FOYER
Registration/Breaks
GENEVA
ZURICH
A STEPS UP
EXIT
ZURICH BALLROOM
INTERLAKEN
BASEL
UNDERGROUND PARKING/ PASSAGE TO SHERATON PLAZA TOWER

Steele County Agenda Item

Request for Board Action

Subject: Approve Out of State Travel – ESRI Public Sector CIO Summit

Department: Information Technology

Committee: Choose an item.

Committee Meeting Date:

Work Session Date: Enter a date.

Board Meeting Date: January 28, 2025

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 IT Director to attend the 2025 ESRI Public Sector CIO Summit in Redlands, CA in March

Background *(Including Budget Impact)*:

ESRI (Environmental Systems Research Institute) is the vendor who provides our GIS software. In addition to their worldwide User Conference in San Diego, they host several "summits" which are shorter, targeted programs for specific sectors. I received an invitation to attend the Public Sector CIO Summit at their headquarters in Redlands, CA. This is an invitation only event. While I was aware of this summit in previous years, I have been unable to attend due to schedule conflicts.

Cost of this brief summit (including most meals) is included with our enterprise license agreement. Registration includes all conference sessions, technical workshops, user presentations, and special interest group meetings.

I am requesting approval for Out of State Travel to attend the 2025 ESRI Public Sector CIO Summit in Redlands, CA in March (March 19 - 20). Costs for transportation and lodging are included in the 2025 budget. I am asking for the travel authorization now to secure discounted transportation and lodging.

Attachments: None

Steele County Agenda Item

Request for Board Action

Subject: Approve Out of State Travel – ISAC Annual Meeting

Department: Information Technology

Committee: Choose an item.

Committee Meeting Date:

Work Session Date: Enter a date.

Board Meeting Date: January 28, 2025

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 IT Director to attend the 2025 MS-ISAC Annual Meeting in Scottsdale, AZ in June

Background *(Including Budget Impact)*:

I am requesting approval for Out of State Travel to attend the 2025 MS-ISAC (Multi-State Information Sharing and Analysis Center) Annual Meeting in Scottsdale, AZ (June 22 – 25). Steele County participates is both MS-ISAC and EI-ISAC (Elections Infrastructure Information Sharing and Analysis Center). This meeting is exclusively about cyber security for SLTT (State **Local** Tribal and Territorial). I have attended this annual event the past several years. Each time was extremely beneficial. We enhanced relationships with MN.IT and other SLTT members, implemented policies and procedures, and obtained state and federal services to reduce our overall spend on CyberSecurity.

There is no cost for the conference itself (including most meals) as we are MS/EI-ISAC members. The cost of travel and lodging fits within our conference and training budget.

We are asking for the travel authorization now to secure discounted transportation and lodging.

Attachments:

Steele County Agenda Item

Request for Board Action

Subject: Resolution - Approve Final Payment for Contract No. 234901; SAP 074-649-001

Department: Highway

Committee: Public Works **Committee Meeting Date:** NA

Work Session Date: NA **Board Meeting Date:** January 28, 2025

Consent Agenda: ☒ Yes ☐ No **Resolution:** ☒ Yes ☐ No

Policy Committee Recommendation:

NA

Recommendation:

Adopt resolution to approve final payment for Contract No. 234901 to Ims Contracting, LLC in the amount of $47,169.45.

Background *(Including Budget Impact)*:

The project reconstructed CSAH 49 on a new alignment upgrading it from a gravel road to a paved road. The improvements will provide better service to higher traffic volumes and industrial truck traffic from the industrial area in Medford Township. Work included improvements to CSAH 45 at its new intersection with CSAH 49 and an upgraded and relocated railroad crossing. The project was funded with State-Aid and Sales Tax funds. The final contract amount was $3,615,743.57.

Attachments:

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: 234901
Final Pay Request Number: 9

Project Number	Project Description
074-645-042	CSAH 45-Reconstruction and Intersection Improvements
074-649-001	CSAH 49-Reconstruction
CP 074-023-004	NW 21 Ave Reconstruction

Contractor:	IMS CONTRACTING, LLC. 330 HIGHWAY ST E DODGE CENTER, MN 55927	**Vendor Number:** **Up To Date:**	9649 01/10/2025

Contract Amount		**Funds Encumbered**	
Original Contract	$3,647,863.10	Original	$3,647,863.10
Contract Changes	$59,105.55	Additional	N/A
Revised Contract	$3,706,968.65	Total	$3,647,863.10

Work Certified To Date	
Base Bid Items	$3,566,388.32
Contract Changes	$49,355.25
Material On Hand	$0.00
Total	$3,615,743.57

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
074-645-042	$0.00	$975,860.79	$0.00	$966,102.19	$9,758.60	$975,860.79
074-649-001	$11,123.25	$1,620,431.93	$0.00	$1,593,215.58	$27,216.35	$1,620,431.93
CP 074-023-004	$0.00	$1,019,450.85	$0.00	$1,009,256.35	$10,194.50	$1,019,450.85
Contract 234901 Totals	$11,123.25	$3,615,743.57	$0.00	$3,568,574.12	$47,169.45	$3,615,743.57
	Percent: Retained: 0%					Percent Complete: 97.54%
			Amount Paid This Final Pay Request		$47,169.45	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been competed, 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

1/21/2025

Date

Approved By IMS CONTRACTING, LLC.

Contractor

1/17/2025

Date

Steele County Highway Department
Certificate of Final Contract Acceptance
Final Voucher Number: 9

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 1/21/2025 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 $3,615,743.57 and agrees to the amount of $47,169.45 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: IMS CONTRACTING, LLC. By IMS CONTRACTING, LLC

And _____ And _____

State of Minnesota,

On This 15 Day January, 2025, Before me appeared DOUGLAS. L. IMS 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)

DOUGLAS L. IMS And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and _____ of the

Ims Contracting, LLC 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

_____ and said President and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal

Benjamin J. Halbleib Hanson
Notary Public
Minnesota
My Commission Expires Jul 16, 2029

My Commission as Notary Public in STEELE County

Expires JUL 16, 2029 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:	234901
Contractor:	IMS CONTRACTING, LLC.
Date Certified:	January 10, 2025
Final Pay Request Number:	9

Whereas; Contract No. 234901 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	2023-05-04	$143,258.50	$7,162.93	$136,095.57
2	2023-06-02	$507,903.70	$25,395.18	$482,508.52
3	2023-07-06	$576,699.50	$28,834.98	$547,864.52
4	2023-07-31	$709,547.19	$35,477.35	$674,069.84
5	2023-09-06	$707,618.50	$35,380.93	$672,237.57
6	2023-10-06	$596,175.59	$29,808.78	$566,366.81
7	2023-11-17	$354,912.77	$17,745.64	$337,167.13
8	2023-12-12	$8,504.57	($143,759.59)	$152,264.16
9	2025-01-10	$11,123.25	($36,046.20)	$47,169.45

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 45 Reconstruction	$0.00	$982,439.11	$0.00	$972,614.72	$9,824.39	$982,439.11
CSAH 49 Reconstruction	$11,123.25	$1,613,853.61	$0.00	$1,586,703.05	$27,150.56	$1,613,853.61
NW 21st Ave Reconstruction	$0.00	$1,019,450.85	$0.00	$1,009,256.35	$10,194.50	$1,019,450.85

Contract Funding Source Summary					
Accounting Number	**Funding Source Name**	**Amount Paid this Request**	**Revised Contract Amount**	**Funds Encumbered to Date**	**Paid Contractor to Date**
230410	Sales Tax	$10,194.50	$1,085,831.70	$1,077,771.70	$1,019,450.85
454202	Regular (CSAH)	$9,824.39	$984,389.06	$931,864.40	$982,439.11
490102	Regular (CSAH)	$27,150.56	$1,636,747.89	$1,638,227.00	$1,613,853.61

Project Summaries

Project Payment Summary					
Project	**Payment Number**	**Up To Date**	**Work Certified Per Request**	**Amount Retained Per Request**	**Amount Paid Per Request**
074-645-042	1	2023-05-04	$7,054.00	$352.70	$6,701.30
074-645-042	2	2023-06-02	$0.00	$0.00	$0.00
074-645-042	3	2023-07-06	$0.00	$0.00	$0.00
074-645-042	4	2023-07-31	$0.00	$0.00	$0.00
074-645-042	5	2023-09-06	$359,468.00	$17,973.40	$341,494.60
074-645-042	6	2023-10-06	$546,338.49	$27,316.92	$519,021.57
074-645-042	7	2023-11-17	$63,000.30	$3,150.02	$59,850.28
074-645-042	8	2023-12-12	$0.00	($39,034.44)	$39,034.44
074-645-042	9	2025-01-10	$0.00	($9,758.60)	$9,758.60
074-649-001	1	2023-05-04	$132,004.50	$6,600.23	$125,404.27
074-649-001	2	2023-06-02	$507,903.70	$25,395.18	$482,508.52
074-649-001	3	2023-07-06	$381,472.00	$19,073.61	$362,398.39
074-649-001	4	2023-07-31	$53,339.94	$2,666.99	$50,672.95
074-649-001	5	2023-09-06	$226,497.30	$11,324.87	$215,172.43
074-649-001	6	2023-10-06	$42,612.40	$2,130.62	$40,481.78
074-649-001	7	2023-11-17	$256,974.27	$12,848.71	$244,125.56
074-649-001	8	2023-12-12	$8,504.57	($63,947.11)	$72,451.68
074-649-001	9	2025-01-10	$11,123.25	($16,093.10)	$27,216.35
CP 074-023-004	1	2023-05-04	$4,200.00	$210.00	$3,990.00
CP 074-023-004	2	2023-06-02	$0.00	$0.00	$0.00
CP 074-023-004	3	2023-07-06	$195,227.50	$9,761.37	$185,466.13
CP 074-023-004	4	2023-07-31	$656,207.25	$32,810.36	$623,396.89
CP 074-023-004	5	2023-09-06	$121,653.20	$6,082.66	$115,570.54
CP 074-023-004	6	2023-10-06	$7,224.70	$361.24	$6,863.46
CP 074-023-004	7	2023-11-17	$34,938.20	$1,746.91	$33,191.29
CP 074-023-004	8	2023-12-12	$0.00	($40,778.04)	$40,778.04
CP 074-023-004	9	2025-01-10	$0.00	($10,194.50)	$10,194.50

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**
074-645-042	CSAH 45 Reconstruction	$0.00	$975,860.79	$0.00	$966,102.19	$9,758.60	$975,860.79
074-649-001	CSAH 45 Reconstruction	$0.00	$6,578.32	$0.00	$6,512.53	$65.79	$6,578.32
074-649-001	CSAH 49 Reconstruction	$11,123.25	$1,613,853.61	$0.00	$1,586,703.05	$27,150.56	$1,613,853.61
CP 074-023-004	NW 21st Ave Reconstruction	$0.00	$1,019,450.85	$0.00	$1,009,256.35	$10,194.50	$1,019,450.85

Project Funding Source Summary					
Project	**Funding Source Name**	**Amount Paid this Request**	**Revised Contract Amount**	**Funds Encumbered to Date**	**Paid Contractor to Date**
074-645-042	454202	$9,758.60	$977,810.74	$931,864.40	$975,860.79
074-649-001	454202	$65.79	$6,578.32	$0.00	$6,578.32
074-649-001	490102	$27,150.56	$1,636,747.89	$1,638,227.00	$1,613,853.61
CP 074-023-004	230410	$10,194.50	$1,085,831.70	$1,077,771.70	$1,019,450.85

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
074-645-042	1	2011.601	CONSTRUCTION SURVEYING	LS	$35,000.00	0.33	0	$0.00	0.33	$11,550.00
074-645-042	2	2021.501	MOBILIZATION	LS	$155,000.00	0.33	0	$0.00	0.33	$51,150.00
074-645-042	5	2101.505	CLEARING	ACRE	$4,000.00	0.8	0	$0.00	0.8	$3,200.00
074-645-042	6	2101.505	GRUBBING	ACRE	$4,000.00	0.8	0	$0.00	0.8	$3,200.00
074-645-042	7	2102.503	PAVEMENT MARKING REMOVAL	L F	$3.00	495	0	$0.00	485	$1,455.00
074-645-042	8	2102.518	PAVEMENT MARKING REMOVAL	S F	$6.00	96	0	$0.00	60.8	$364.80
074-645-042	9	2104.502	REMOVE ANCHORAGE ASSEMBLY	EACH	$1,000.00	1	0	$0.00	1	$1,000.00
074-645-042	12	2104.502	REMOVE SIGN	EACH	$50.00	16	0	$0.00	14	$700.00
074-645-042	16	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$2.00	1574	0	$0.00	0	$0.00
074-645-042	17	2104.503	REMOVE PIPE CULVERTS	L F	$15.00	185	0	$0.00	185	$2,775.00
074-645-042	19	2104.503	REMOVE GUARDRAIL	L F	$15.00	375	0	$0.00	212	$3,180.00
074-645-042	21	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$2.25	8860	0	$0.00	8860	$19,935.00
074-645-042	22	2106.507	EXCAVATION - COMMON (P)	C Y	$5.25	17546	0	$0.00	17546	$92,116.50
074-645-042	23	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$15.25	3654	0	$0.00	3654	$55,723.50
074-645-042	24	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$1.25	3244	0	$0.00	3244	$4,055.00
074-645-042	25	2118.509	AGGREGATE SURFACING CLASS 1(B)	TON	$20.00	304	0	$0.00	258	$5,160.00
074-645-042	26	2118.509	AGGREGATE SURFACING CLASS 5 MOD	TON	$40.00	33	0	$0.00	15	$600.00
074-645-042	27	2131.506	CALCIUM CHLORIDE SOLUTION	GAL	$2.25	1700	0	$0.00	0	$0.00
074-645-042	28	2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	C Y	$31.00	3429	0	$0.00	3429	$106,299.00

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
074-645-042	34	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	$92.00	2069	0	$0.00	2200.95	$202,487.40
074-645-042	35	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	$85.00	2327	0	$0.00	2438.29	$207,254.65
074-645-042	36	2451.609	STRUCTURAL BACKFILL	TON	$10.00	357	0	$0.00	0	$0.00
074-645-042	37	2451.609	GRANULAR BEDDING	TON	$10.00	66	0	$0.00	66	$660.00
074-645-042	39	2501.502	18" CS PIPE APRON	EACH	$1,000.00	4	0	$0.00	4	$4,000.00
074-645-042	41	2501.502	15" RC PIPE APRON	EACH	$2,300.00	2	0	$0.00	2	$4,600.00
074-645-042	43	2501.502	24" RC PIPE APRON	EACH	$2,700.00	2	0	$0.00	2	$5,400.00
074-645-042	46	2501.503	18" CS PIPE CULVERT	L F	$50.00	100	0	$0.00	100	$5,000.00
074-645-042	47	2501.503	24" RC PIPE CULVERT DESIGN 3006	L F	$100.00	106	0	$0.00	96	$9,600.00
074-645-042	50	2502.502	4" PRECAST CONCRETE HEADWALL	EACH	$300.00	10	0	$0.00	8	$2,400.00
074-645-042	51	2502.503	4" TP PIPE DRAIN	L F	$15.00	100	0	$0.00	0	$0.00
074-645-042	53	2502.503	4" PERF PE PIPE DRAIN	L F	$8.00	3354	0	$0.00	3350	$26,800.00
074-645-042	55	2503.503	15" RC PIPE SEWER DESIGN 3006	L F	$75.00	51	0	$0.00	51	$3,825.00
074-645-042	60	2506.502	CASTING ASSEMBLY	EACH	$1,200.00	2	0	$0.00	2	$2,400.00
074-645-042	64	2506.603	CONST DRAINAGE STRUCTURE DESIGN 2X3	L F	$800.00	10	0	$0.00	9.9	$7,920.00
074-645-042	65	2511.509	RANDOM RIPRAP CLASS III	TON	$60.00	35	0	$0.00	30	$1,800.00
074-645-042	66	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	$26.00	758	0	$0.00	768	$19,968.00
074-645-042	70	2545.501	LIGHTING SYSTEM	LS	$15,000.00	1	0	$0.00	1	$15,000.00
074-645-042	71	2554.502	GUIDE POST TYPE B	EACH	$200.00	4	0	$0.00	4	$800.00
074-645-042	72	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	$6,000.00	1	0	$0.00	1	$6,000.00
074-645-042	73	2563.601	TRAFFIC CONTROL	LS	$15,000.00	0.33	0	$0.00	0.33	$4,950.00

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
074-645-042	74	2564.618	SIGN	S F	$80.00	113	0	$0.00	113	$9,040.00
074-645-042	77	2573.502	STORM DRAIN INLET PROTECTION	EACH	$200.00	2	0	$0.00	0	$0.00
074-645-042	78	2573.502	CULVERT END CONTROLS	EACH	$200.00	5	0	$0.00	1	$200.00
074-645-042	79	2573.503	SILT FENCE, TYPE MS	L F	$2.00	320	0	$0.00	327	$654.00
074-645-042	80	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	$3.00	300	0	$0.00	230	$690.00
074-645-042	82	2574.505	SOIL BED PREPARATION	ACRE	$150.00	3	0	$0.00	3.275	$491.25
074-645-042	83	2574.508	FERTILIZER TYPE 1	LB	$1.00	837	0	$0.00	906.5	$906.50
074-645-042	85	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.60	2784	0	$0.00	950	$1,520.00
074-645-042	86	2575.505	SEEDING	ACRE	$150.00	3	0	$0.00	3.275	$491.25
074-645-042	87	2575.505	DISK ANCHORING	ACRE	$85.00	3	0	$0.00	2.2	$187.00
074-645-042	89	2575.508	SEED MIXTURE 25-141	LB	$6.00	141	0	$0.00	152.7	$916.20
074-645-042	90	2575.508	SEED MIXTURE 25-151	LB	$8.00	50	0	$0.00	54.15	$433.20
074-645-042	94	2575.509	MULCH MATERIAL TYPE 1	TON	$250.00	4	0	$0.00	4.32	$1,080.00
074-645-042	96	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$400.00	18	0	$0.00	6	$2,400.00
074-645-042	97	2582.503	4" SOLID LINE PAINT	L F	$1.00	8964	0	$0.00	9389	$9,389.00
074-645-042	98	2582.503	6" SOLID LINE PAINT	L F	$1.00	5387	0	$0.00	6385	$6,385.00
074-645-042	99	2582.503	24" SOLID LINE PAINT	L F	$5.00	272	0	$0.00	296	$1,480.00
074-645-042	100	2582.503	4" BROKEN LINE PAINT	L F	$5.00	100	0	$0.00	90	$450.00
074-645-042	102	2582.518	PAVT MSSG PAINT	S F	$2.00	40	0	$0.00	123.6	$247.20
074-649-001	1	2011.601	CONSTRUCTION SURVEYING	LS	$35,000.00	0.34	0	$0.00	0.34	$11,900.00
074-649-001	2	2021.501	MOBILIZATION	LS	$155,000.00	0.34	0	$0.00	0.34	$52,700.00
074-649-001	3	2101.502	CLEARING	EACH	$300.00	21	0	$0.00	21	$6,300.00

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
074-649-001	4	2101.502	GRUBBING	EACH	$300.00	21	0	$0.00	21	$6,300.00
074-649-001	5	2101.505	CLEARING	ACRE	$4,000.00	2.5	0	$0.00	2.5	$10,000.00
074-649-001	6	2101.505	GRUBBING	ACRE	$4,000.00	2.5	0	$0.00	2.5	$10,000.00
074-649-001	10	2104.502	REMOVE MISCELLANEOUS STRUCTURES	EACH	$100.00	32	0	$0.00	0	$0.00
074-649-001	12	2104.502	REMOVE SIGN	EACH	$50.00	29	0	$0.00	20	$1,000.00
074-649-001	13	2104.502	REMOVE LIGHT FOUNDATION	EACH	$700.00	2	0	$0.00	2	$1,400.00
074-649-001	15	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	$300.00	1	0	$0.00	0	$0.00
074-649-001	16	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$2.00	58	0	$0.00	56	$112.00
074-649-001	17	2104.503	REMOVE PIPE CULVERTS	L F	$15.00	164	0	$0.00	281	$4,215.00
074-649-001	18	2104.503	REMOVE FENCE	L F	$5.00	472	0	$0.00	145	$725.00
074-649-001	20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$5.00	603	0	$0.00	600	$3,000.00
074-649-001	21	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$2.25	1673	0	$0.00	1673	$3,764.25
074-649-001	22	2106.507	EXCAVATION - COMMON (P)	C Y	$5.25	51081	0	$0.00	51081	$268,175.25
074-649-001	23	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$15.25	11392	0	$0.00	11392	$173,728.00
074-649-001	24	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$1.25	23038	0	$0.00	23038	$28,797.50
074-649-001	25	2118.509	AGGREGATE SURFACING CLASS 1(B)	TON	$20.00	953	0	$0.00	650	$13,000.00
074-649-001	26	2118.509	AGGREGATE SURFACING CLASS 5 MOD	TON	$40.00	83	0	$0.00	45	$1,800.00
074-649-001	27	2131.506	CALCIUM CHLORIDE SOLUTION	GAL	$2.25	2860	0	$0.00	2600	$5,850.00
074-649-001	28	2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	C Y	$31.00	5340	0	$0.00	5340	$165,540.00
074-649-001	29	2232.603	MILLED RUMBLE STRIPS	L F	$1.50	6724	0	$0.00	6450	$9,675.00

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
074-649-001	33	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	$90.00	4251	0	$0.00	4610.54	$414,948.60
074-649-001	36	2451.609	STRUCTURAL BACKFILL	TON	$10.00	1873	0	$0.00	159	$1,590.00
074-649-001	37	2451.609	GRANULAR BEDDING	TON	$10.00	246	0	$0.00	200	$2,000.00
074-649-001	38	2451.609	COARSE AGGREGATE BEDDING	TON	$25.00	50	0	$0.00	0	$0.00
074-649-001	40	2501.502	12" RC PIPE APRON	EACH	$2,200.00	1	0	$0.00	0	$0.00
074-649-001	41	2501.502	15" RC PIPE APRON	EACH	$2,300.00	1	0	$0.00	1	$2,300.00
074-649-001	42	2501.502	18" RC PIPE APRON	EACH	$2,600.00	3	0	$0.00	3	$7,800.00
074-649-001	43	2501.502	24" RC PIPE APRON	EACH	$2,700.00	7	0	$0.00	7	$18,900.00
074-649-001	46	2501.502	18" CS PIPE APRON	EACH	$1,000.00	12	0	$0.00	12	$12,000.00
074-649-001	46	2501.503	18" CS PIPE CULVERT	L F	$50.00	344	0	$0.00	344	$17,200.00
074-649-001	47	2501.503	24" RC PIPE CULVERT DESIGN 3006	L F	$100.00	220	0	$0.00	208	$20,800.00
074-649-001	48	2501.503	24" RC PIPE CULVERT DESIGN 3006 CLASS III	L F	$100.00	58	0	$0.00	56	$5,600.00
074-649-001	50	2502.502	4" PRECAST CONCRETE HEADWALL	EACH	$300.00	20	0	$0.00	15	$4,500.00
074-649-001	51	2502.503	4" TP PIPE DRAIN	L F	$15.00	200	0	$0.00	90	$1,350.00
074-649-001	52	2502.503	8" PERF PVC PIPE DRAIN	L F	$45.00	615	0	$0.00	615	$27,675.00
074-649-001	53	2502.503	4" PERF PE PIPE DRAIN	L F	$8.00	7590	0	$0.00	7360	$58,880.00
074-649-001	54	2502.602	CONNECT INTO DRAINAGE STRUCTURE	EACH	$900.00	2	0	$0.00	0	$0.00
074-649-001	55	2503.503	15" RC PIPE SEWER DESIGN 3006	L F	$75.00	40	0	$0.00	40	$3,000.00
074-649-001	56	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	L F	$75.00	62	0	$0.00	62	$4,650.00
074-649-001	57	2503.503	18" RC PIPE SEWER DESIGN 3006	L F	$80.00	69	0	$0.00	69	$5,520.00

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
074-649-001	59	2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS IV	L F	$130.00	151	0	$0.00	151	$19,630.00
074-649-001	60	2506.502	CASTING ASSEMBLY	EACH	$1,200.00	5	0	$0.00	5	$6,000.00
074-649-001	61	2506.503	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	L F	$2,000.00	3	0	$0.00	3	$6,000.00
074-649-001	62	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$700.00	15	0	$0.00	15	$10,500.00
074-649-001	63	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	$1,200.00	1	0	$0.00	1	$1,200.00
074-649-001	64	2506.603	CONST DRAINAGE STRUCTURE DESIGN 2X3	L F	$800.00	13	0	$0.00	13	$10,400.00
074-649-001	65	2511.509	RANDOM RIPRAP CLASS III	TON	$60.00	80	0	$0.00	80	$4,800.00
074-649-001	66	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	$26.00	727	0	$0.00	727	$18,902.00
074-649-001	69	2540.602	MAIL BOX SUPPORT	EACH	$250.00	1	0	$0.00	0	$0.00
074-649-001	70	2545.501	LIGHTING SYSTEM	LS	$15,000.00	1	0	$0.00	1	$15,000.00
074-649-001	71	2554.502	GUIDE POST TYPE B	EACH	$200.00	8	0	$0.00	8	$1,600.00
074-649-001	73	2563.601	TRAFFIC CONTROL	LS	$15,000.00	0.34	0	$0.00	0.34	$5,100.00
074-649-001	74	2564.618	SIGN	S F	$80.00	343	0	$0.00	361	$28,880.00
074-649-001	75	2564.618	SIGN TYPE SPECIAL	S F	$55.00	54	0	$0.00	54	$2,970.00
074-649-001	76	2573.501	STABILIZED CONSTRUCTION EXIT	LS	$2,500.00	1	0	$0.00	0	$0.00
074-649-001	77	2573.502	STORM DRAIN INLET PROTECTION	EACH	$200.00	5	0	$0.00	3	$600.00
074-649-001	78	2573.502	CULVERT END CONTROLS	EACH	$200.00	9	0	$0.00	1	$200.00
074-649-001	79	2573.503	SILT FENCE, TYPE MS	L F	$2.00	1798	0	$0.00	1612	$3,224.00
074-649-001	80	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	$3.00	810	0	$0.00	490	$1,470.00
074-649-001	81	2573.601	FILTRATION BASIN	L S	$35,000.00	1	0	$0.00	1	$35,000.00

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
074-649-001	82	2574.505	SOIL BED PREPARATION	ACRE	$150.00	9	0	$0.00	8.1	$1,215.00
074-649-001	83	2574.508	FERTILIZER TYPE 1	LB	$1.00	2301	0	$0.00	2071	$2,071.00
074-649-001	84	2574.508	FERTILIZER TYPE 3	LB	$1.00	45	0	$0.00	45	$45.00
074-649-001	85	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.60	5510	0	$0.00	5510	$8,816.00
074-649-001	86	2575.505	SEEDING	ACRE	$150.00	9	0	$0.00	8.3	$1,245.00
074-649-001	87	2575.505	DISK ANCHORING	ACRE	$85.00	9	0	$0.00	8.1	$688.50
074-649-001	88	2575.508	SEED MIXTURE 25-131	LB	$8.00	227	0	$0.00	227	$1,816.00
074-649-001	89	2575.508	SEED MIXTURE 25-141	LB	$6.00	365	0	$0.00	365	$2,190.00
074-649-001	90	2575.508	SEED MIXTURE 25-151	LB	$8.00	55	0	$0.00	49.5	$396.00
074-649-001	91	2575.508	SEED MIXTURE 33-261	LB	$25.00	4	0	$0.00	4	$100.00
074-649-001	92	2575.508	SEED MIXTURE 34-262	LB	$65.00	4	0	$0.00	4	$260.00
074-649-001	93	2575.508	SEED MIXTURE 35-241	LB	$17.00	23	0	$0.00	23	$391.00
074-649-001	94	2575.509	MULCH MATERIAL TYPE 1	TON	$250.00	16	0	$0.00	16	$4,000.00
074-649-001	95	2575.509	MULCH MATERIAL TYPE 3	TON	$300.00	3	0	$0.00	0	$0.00
074-649-001	96	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$400.00	54	15	$6,000.00	42	$16,800.00
074-649-001	97	2582.503	4" SOLID LINE PAINT	L F	$1.00	6299	0	$0.00	6299	$6,299.00
074-649-001	98	2582.503	6" SOLID LINE PAINT	L F	$1.00	8071	0	$0.00	8571	$8,571.00
074-649-001	99	2582.503	24" SOLID LINE PAINT	L F	$5.00	159	0	$0.00	255	$1,275.00
074-649-001	100	2582.503	4" BROKEN LINE PAINT	L F	$5.00	478	0	$0.00	478	$2,390.00
074-649-001	101	2582.503	6" DOTTED LINE PAINT	L F	$1.00	180	0	$0.00	134	$134.00
074-649-001	102	2582.518	PAVT MSSG PAINT	S F	$2.00	1144	0	$0.00	494.56	$989.12
CP 074-023-004	1	2011.601	CONSTRUCTION SURVEYING	LS	$35,000.00	0.33	0	$0.00	0.33	$11,550.00

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 074-023-004	2	2021.501	MOBILIZATION	LS	$155,000.00	0.33	0	$0.00	0.33	$51,150.00
CP 074-023-004	3	2101.502	CLEARING	EACH	$300.00	7	0	$0.00	7	$2,100.00
CP 074-023-004	4	2101.502	GRUBBING	EACH	$300.00	7	0	$0.00	7	$2,100.00
CP 074-023-004	10	2104.502	REMOVE MISCELLANEOUS STRUCTURES	EACH	$100.00	12	0	$0.00	0	$0.00
CP 074-023-004	11	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$600.00	1	0	$0.00	1	$600.00
CP 074-023-004	12	2104.502	REMOVE SIGN	EACH	$50.00	27	0	$0.00	16	$800.00
CP 074-023-004	14	2104.502	SALVAGE CONCRETE APRON	EACH	$300.00	1	0	$0.00	1	$300.00
CP 074-023-004	15	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	$300.00	2	0	$0.00	0	$0.00
CP 074-023-004	16	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$2.00	78	0	$0.00	0	$0.00
CP 074-023-004	17	2104.503	REMOVE PIPE CULVERTS	L F	$15.00	299	0	$0.00	299	$4,485.00
CP 074-023-004	20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$5.00	395	0	$0.00	393	$1,965.00
CP 074-023-004	21	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$2.25	4186	0	$0.00	3250	$7,312.50
CP 074-023-004	22	2106.507	EXCAVATION - COMMON (P)	C Y	$5.25	14079	0	$0.00	14079	$73,914.75
CP 074-023-004	24	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$1.25	6001	0	$0.00	6001	$7,501.25
CP 074-023-004	25	2118.509	AGGREGATE SURFACING CLASS 1(B)	TON	$20.00	784	0	$0.00	600	$12,000.00
CP 074-023-004	26	2118.509	AGGREGATE SURFACING CLASS 5 MOD	TON	$40.00	150	0	$0.00	50	$2,000.00
CP 074-023-004	28	2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	C Y	$31.00	1316	0	$0.00	1316	$40,796.00
CP 074-023-004	30	2301.502	DOWEL BAR	EACH	$12.00	3949	0	$0.00	3900	$46,800.00
CP 074-023-004	31	2301.504	CONCRETE PAVEMENT 7.0"	S Y	$57.00	8113	0	$0.00	8113	$462,441.00
CP 074-023-004	32	2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	LB	$4.00	2830	0	$0.00	2830	$11,320.00

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 074-023-004	33	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	$90.00	100	0	$0.00	84.03	$7,562.70
CP 074-023-004	36	2451.609	STRUCTURAL BACKFILL	TON	$10.00	439	0	$0.00	200	$2,000.00
CP 074-023-004	37	2451.609	GRANULAR BEDDING	TON	$10.00	191	0	$0.00	120	$1,200.00
CP 074-023-004	38	2451.609	COARSE AGGREGATE BEDDING	TON	$25.00	50	0	$0.00	40	$1,000.00
CP 074-023-004	39	2501.502	18" CS PIPE APRON	EACH	$1,000.00	8	0	$0.00	8	$8,000.00
CP 074-023-004	41	2501.502	15" RC PIPE APRON	EACH	$2,300.00	2	0	$0.00	2	$4,600.00
CP 074-023-004	42	2501.502	18" RC PIPE APRON	EACH	$2,600.00	3	0	$0.00	3	$7,800.00
CP 074-023-004	44	2501.502	42" RC PIPE APRON	EACH	$4,000.00	2	0	$0.00	2	$8,000.00
CP 074-023-004	45	2501.502	INSTALL CONCRETE APRON	EACH	$1,000.00	1	0	$0.00	1	$1,000.00
CP 074-023-004	46	2501.503	18" CS PIPE CULVERT	L F	$50.00	284	0	$0.00	284	$14,200.00
CP 074-023-004	49	2501.503	42" RC PIPE CULVERT DESIGN 3006 CLASS III	L F	$290.00	60	0	$0.00	56	$16,240.00
CP 074-023-004	56	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	L F	$75.00	151	0	$0.00	151	$11,325.00
CP 074-023-004	57	2503.503	18" RC PIPE SEWER DESIGN 3006	L F	$80.00	9	0	$0.00	9	$720.00
CP 074-023-004	58	2503.503	18" RC PIPE SEWER DES 3006 CL III	L F	$80.00	75	0	$0.00	75	$6,000.00
CP 074-023-004	60	2506.502	CASTING ASSEMBLY	EACH	$1,200.00	6	0	$0.00	6	$7,200.00
CP 074-023-004	64	2506.603	CONST DRAINAGE STRUCTURE DESIGN 2X3	L F	$800.00	18	0	$0.00	17.8	$14,240.00
CP 074-023-004	65	2511.509	RANDOM RIPRAP CLASS III	TON	$60.00	55	0	$0.00	50	$3,000.00
CP 074-023-004	67	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	$24.00	1610	0	$0.00	1618	$38,832.00
CP 074-023-004	68	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	$79.00	1597	0	$0.00	1274.5	$100,685.50
CP 074-023-004	69	2540.602	MAIL BOX SUPPORT	EACH	$250.00	2	0	$0.00	0	$0.00

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 074-023-004	71	2554.502	GUIDE POST TYPE B	EACH	$200.00	7	0	$0.00	7	$1,400.00
CP 074-023-004	73	2563.601	TRAFFIC CONTROL	LS	$15,000.00	0.33	0	$0.00	0.33	$4,950.00
CP 074-023-004	74	2564.618	SIGN	S F	$80.00	13	0	$0.00	20	$1,600.00
CP 074-023-004	77	2573.502	STORM DRAIN INLET PROTECTION	EACH	$200.00	6	0	$0.00	3	$600.00
CP 074-023-004	78	2573.502	CULVERT END CONTROLS	EACH	$200.00	3	0	$0.00	0	$0.00
CP 074-023-004	80	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	$3.00	690	0	$0.00	230	$690.00
CP 074-023-004	82	2574.505	SOIL BED PREPARATION	ACRE	$150.00	5	0	$0.00	4	$600.00
CP 074-023-004	83	2574.508	FERTILIZER TYPE 1	LB	$1.00	1098	0	$0.00	1011	$1,011.00
CP 074-023-004	85	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.60	1672	0	$0.00	675	$1,080.00
CP 074-023-004	86	2575.505	SEEDING	ACRE	$150.00	5	0	$0.00	4	$600.00
CP 074-023-004	87	2575.505	DISK ANCHORING	ACRE	$85.00	5	0	$0.00	3.47	$294.95
CP 074-023-004	88	2575.508	SEED MIXTURE 25-131	LB	$8.00	720	0	$0.00	700	$5,600.00
CP 074-023-004	89	2575.508	SEED MIXTURE 25-141	LB	$6.00	60	0	$0.00	54	$324.00
CP 074-023-004	94	2575.509	MULCH MATERIAL TYPE 1	TON	$250.00	10	0	$0.00	7.9	$1,975.00
CP 074-023-004	96	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$400.00	30	0	$0.00	6	$2,400.00
CP 074-023-004	100	2582.503	4" BROKEN LINE PAINT	L F	$5.00	474	0	$0.00	474	$2,370.00
Base Bid Totals:								**$6,000.00**		**$3,566,388.32**

Base Bid Project Category Totals

Project	Category	Amount Certified This Request		Amount Certified To Date
074-649-001	CSAH 49	$6,000.00		$1,617,863.22
CP 074-023-004	NW 21 AVE	$0.00		$1,018,235.65
074-645-042	CSAH 45	$0.00		$930,289.45

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
074-645-042	CO	1	103	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	L F	$75.00	150	0	$0.00	175	$13,125.00
074-645-042	CO	3	104	2360.521	BITUMINOUS DENSITY INCENTIVE	DOLLAR	$1.00	7153.84	0	$0.00	7153.84	$7,153.84
074-645-042	CO	7	105	2104.601	REMOVE MISCELLANEOUS DEBRIS	LS	$7,532.50	1	0	$0.00	1	$7,532.50
074-645-042	CO	8	106	2506.602	INSTALL CATCH BASIN	EACH	$13,764.00	1	0	$0.00	1	$13,764.00
074-645-042	CO	10	107	2360.521	BITUMINOUS DENSITY INCENTIVE	DOLLAR	$1.00	3996	0	$0.00	3996	$3,996.00
074-649-001	CO	1	103	2580.503	INTERIM PAVEMENT MARKING	L F	$0.75	8300	0	$0.00	5246	$3,934.50
074-649-001	CO	2	104	2360.521	BITUMINOUS DENSITY INCENTIVE	DOLLAR	$1.00	4540.14	0	$0.00	4540.14	$4,540.14
074-649-001	CO	4	105	2105.601	EXCAVATION SPECIAL 1	LS	$5,002.50	1	0	$0.00	1	$5,002.50
074-649-001	CO	5	106	2104.601	SALVAGE & REINSTALL PIPE CULVERT	LUMP SUM	$4,111.25	1	0	$0.00	1	$4,111.25
074-649-001	CO	6	107	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$3,852.50	1	0	$0.00	1	$3,852.50
074-649-001	CO	9	108	0099.00/013	LIQUIDATED DAMAGES	DAYS	($2,500.00)	13	0	$0.00	13	($32,500.00)
074-649-001	CO	11	109	2106.601	DITCH CLEANING	LUMP SUM	$1,926.25	1	0	$0.00	1	$1,926.25
074-649-001	CO	12	110	2511.509	RANDOM RIPRAP CLASS SPECIAL	TON	$182.73	36	0	$0.00	36	$6,578.32
074-649-001	CO	13	111	2104.601	REMOVE MISCELLANEOUS DEBRIS	LS	$5,123.25	1	1	$5,123.25	1	$5,123.25
CP 074-023-004	CO	1	101	2581.503	4" REMOVABLE PREFORM PAVEMENT MARKING TAPE	L F	$1.55	5200	0	$0.00	784	$1,215.20
Contract Change Totals:										**$5,123.25**		**$49,355.25**

Contract Total	**$3,615,743.57**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
13	Issue:	$5,123.25	$5,123.25

Contract Change Totals			
Number	**Description**	**Amount This Request**	**Amount To Date**
	The Canadian Pacific Kansas City Railroad removed the old CSAH 49 railroad crossing surface and left piles of asphalt rubble, dirt, gravel, and treated wooden surface panel timbers in the right of way. While it was the responsibility of the railroad to remove this debris, the county was to reimburse them for the removal costs. When requested to remove their debris, the railroad indicated that it would take many more months to get their contractor to do so. The Engineer has determined it most expedient and efficient to have the project contractor haul away the debris so that the contractor can complete the punch list and finish restoring the right of way as per plan. The Engineering has determined that the Contract needs to be revised in accordance with specification 1402.5 Extra Work. Resolution: 1. The Contractor shall haul away all asphalt, treated wooden timbers (dispose of them per all specifications and laws), aggregate and excess dirt that the railroad left behind from removing the closed crossing surface. 2. The contractor shall restore the right of way with seeding, erosion control blanket as per plans. 3. Payment for this work will be at Negotiated Lump Sum as shown in the estimate of cost. Restoration of the right of way will be paid for under contract pay items at contract unit prices. 4. This document does not change Contract Time.		
12	Issue: At several locations throughout the project, significant erosion has occurred that temporary erosion control measures won't address. To prevent ongoing maintenance issues, the Engineer has determined riprap should be installed. Because this work is being directed as punchlist work and the contractor is required to have extra mobilization, the contractor and engineer have negotiated new price for the extra work instead of using Contract Unit Prices. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work. Resolution: The Contractor will repair eroded areas by regrading washed out areas, install fabric and riprap as directed by the Engineer. Entitlement: Payment for this work will be at Negotiated Unit Price as shown in the estimate of cost. This document does not change Contract Time.	$0.00	$6,578.32
11	Issue: The drainage way in the railroad right of way and northeast of the 24" steel casing pipe under the railroad track at about CSAH 45 STA 600+80 was likely filled in by the neighboring property owner during previous mining operations and was blocking water from CSAH 45 from properly draining as the plans showed. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.2 Differing Site Condition. Resolution: 1. The County will notify Medford Properties II of the need to maintain the drainage way. 2. The Contractor will cut a swale from the railroad casing pipe to the edge of the railroad right of way to create positive drainage as directed by the Engineer. 3. Payment for this work will be at Negotiated Lump Sum as shown in the estimate of cost. 4. This document does not change Contract Time.	$0.00	$1,926.25
10	This Change Order is being written to: Document incentive and disincentive payments in accordance with the Contract for the work done on CSAH 45. Issue: Standard Specification 2360, "Plant Mixed Asphalt Pavement" require payment of incentives or assessment of disincentives for Bituminous Pavement and material properties. Resolution: The Engineer has evaluated the pavement material quality and bituminous density in accordance with the specifications and special provisions and has determined payment of incentives or assessment of disincentives as shown below in the estimate of cost and attached worksheets.	$0.00	$3,996.00
9	Issue: 1. Per Special Provision S-26 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME, all work under the Contract was to be completed by October 15, 2023. 2. The work was substantially completed, and the project was in a condition for safe and convenient use of the travelling public as of end of October 28, 2023. Resolution: 1. The County will waive Liquidated Damages starting October 29 and assess Liquidated	$0.00	($32,500.00)

Contract Change Totals			
Number	**Description**	**Amount This Request**	**Amount To Date**
	Damages in accordance with Specification 1807.1. As per Table 1807-1, a daily charge of $2,500 will be assessed for 13 days for a total of $32,500.		
8	Issue: After a rain event, the Engineer discovered that the low point of a sag curve on CSAH 45 at STA 598+54.60 along the curb and gutter did not have a catch basin to take the drainage. The Engineer determined that during design, the curb and gutter was extended so grading could avoid a compensable utility and the planned Catch Basin 22 was not moved to the low point in the new design. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work. Resolution: 1. The Contractor will install a catch basin and outlet pipe per the attach plan revisions. This work shall include all work to install the catch basin structure, including frame and grate, pipe and apron, removing necessary curb and gutter, connecting underdrain, curb and gutter, riprap, and reseeding and mulching the disturbed area. 2. Payment for this work will be at Negotiated Unit Price as shown in the estimate of cost. 3. This work can be completed as a punch list item after the contract completion date and does not affect liquidated damages. This document does not change Contract Time.	$0.00	$13,764.00
7	Issue: While excavating and grading the ditch for the west side of CSAH 45, the contractor encountered an estimated 700 CY of buried concrete debris. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.2 Differing Site Condition. Resolution: 1. The Contractor will remove and dispose the concrete debris off site. 2. Payment for this work will be at Negotiated Lump Sum Price as shown in the estimate of cost. 3. This document does not change Contract Time.	$0.00	$7,532.50
6	Issue: The planned called for MH 15 to be connected to an existing storm sewer. The plans made some assumptions as to the depth of that storm sewer from best available information. However, the actual sewer pipe was found to be 5 feet higher than assumed, a significant difference than the plans showed. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.2 Differing Site Condition. Resolution: 1. The Contractor will cut a new hole in the manhole structure and brick and mortar the manufactured hole as directed by the Engineer. 2. Payment for this work will be at Negotiated Unit Prices as shown in the estimate of cost. 3. This document does not change Contract Time.	$0.00	$3,852.50
5	I Issue: After the contractor installed Culvert Pipe 207-208 and Culvert Pipe 219-220 as per the plans and surveyed staking, the engineer determined that the culverts inlet and outlets did not fit the location of the ditch also built to plan. The ditch location is set to maintain safe slopes for the foreslope and backslope as per the plan’s typical sections and cross sections. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work. Resolution: 1. The Contractor will remove and reinstall the pipes to fit the grading as directed by the Engineer. 2. Payment for this work will be at Negotiated Lump Sum as shown in the estimate of cost. 3. This document does not change Contract Time.	$0.00	$4,111.25
4	Issue: The engineer found the existing surface of the right of way between Station 120+50 and Station 119+00 on the right side did not match the plans and cross sections and requires extra excavation not included in the Plan Quantity (P) for Excavation Common. This work is required to build the road foreslope as intended in the typical sections. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work. Resolution: 1. The Contractor will excavate the extra material and grade the slope as per the Typical Sections and as directed by the Engineer. 2. Payment for this work will be at Negotiated Lump Sum as shown in the estimate of cost. 3. This document does not change Contract Time.	$0.00	$5,002.50
3	This Change Order is being written to: Document incentive and disincentive payments in accordance with the Contract for the work done on CSAH 45. Issue: Standard Specification 2360, "Plant Mixed Asphalt Pavement" require payment of incentives or assessment of disincentives for Bituminous Pavement and material properties. Resolution: The Department has evaluated the pavement material quality and bituminous density in accordance with the specifications and special provisions and has	$0.00	$7,153.84

Contract Change Totals			
Number	**Description**	**Amount This Request**	**Amount To Date**
	determined payment of incentives or assessment of disincentives a shown below in the estimate of cost and attached worksheets.		
2	This Change Order is being written to: Document incentive and disincentive payments in accordance with the Contract. Issue: Standard Specification 2360, "Plant Mixed Asphalt Pavement" require payment of incentives or assessment of disincentives for Bituminous Pavement and material properties. Resolution: The Department has evaluated the pavement material quality and bituminous density in accordance with the specifications and special provisions and has determined payment of incentives or assessment of disincentives a shown below in the estimate of cost.	$0.00	$4,540.14
1	Issue: Pay items or quantities were not included in the plans necessary to construct the project as intended. Signs to mark the infiltration basin were not included in the plans. Guardrail removal quantities and pay item for Traffic Barrier Design Type 31 was not included in the plans on CSAH 45 from STA 603+47 to STA 605+00. Pay item for Removeable Marking Tape for Stage 3 Traffic Control was not included in the plans. Interim Pavement Marking will be needed on CSAH 49 during Stage 3 between base bituminous lift and final surface lift. The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 Extra Work. Resolution: 1. The County has issued revised plan sheets 111 & 115 showing the signing changes. 2. The Contractor will complete the following: a. Install X3-4 KEEP OFF INFLITATION AREA signs per the revised sheets. b. Remove guardrail and supply and install Traffic Barrier Design Type 31 on CSAH 45 from STA 603+47 to STA 607+00 as shown on Sheet 98. c. Install Removeable Marking Tape for Stage 3 Traffic Control as shown on Sheet 76 and as directed by the engineer, then remove tape upon completion of the stage. d. Install interim pavement markings on CSAH 49 on the bituminous base for traffic during Stage 3. 3. Payment for this work will be at Contract Unit Prices and Negotiated Unit Prices as shown in the estimate of cost. 4. This document does not change Contract Time.	$0.00	$18,274.70

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: Citizen Committee Appointment

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: Enter a date.

Board Meeting Date: January 28, 2025

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation: n/a

Recommendation:

Approve citizen appointment for Steve Cole to replace Keith Dinse on the Planning Commission.

Background *(Including Budget Impact)*:

Attachments: Listing

Steele County
Agenda Item

Subject: Resolution – EFT Authorization

Department: Finance Department

Committee Meeting Date: Click or tap to enter a date.

Board Meeting Date: January 28, 2025

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☒ Yes ☐ No

Policy Committee Recommendation:

Recommendation:

Adopt a Resolution approving the revised 2025 EFT Authorization due to personnel changes

Background *(Including Budget Impact)*:

Due to change in personnel, attached is a revised resolution regarding EFT authorizations removing Jonathan Walstrom

One of the legal compliance standards required by the State Auditor's Office is that the County Board delegate authority on an annual basis to certain personnel to make electronic funds transfers. Attached is the resolution to comply with that standard stating the personnel authorized to initiate such transactions.

STEELE COUNTY RESOLUTION

Electronic Funds Transfer Resolution

Department: Finance Department **Date:** 1/28/2025 **Resolution No:**

WHEREAS, Steele County will electronically transfer funds and establish appropriate internal controls to ensure compliance with Minnesota law. Therefore, electronic fund transfers will be made for the following types of transactions: claim for payment from an imprest payroll bank account or investment of excess money; payment of tax or aid anticipation certificates; payment of contributions to a pension or retirement fund; vendor payments; and payment of bond principal, bond interest, and a fiscal agent service charge from the debt redemption fund.

BE IT FURTHER RESOLVED, electronic funds transfers can be initiated by the following individuals: Candi Lemarr, County Finance Director; Madison Melcher, Financial Analyst; Erin Edel, Accountant; Barb Osmon, Financial Specialist; Karen Winter, Property Tax Specialist; Susan Bendorf, Accounting Technician; Bobbie Herzog, Human Resources Generalist; and Emma Schelling, Human Resources Generalist.

BE IT FURTHER RESOLVED, that the Finance Director shall establish internal controls to ensure compliance with Minn. Stat. §471.38, subd. 3 & 3a, to include without limitation, annually providing a certified copy of the delegation of authority to the disbursing bank(s), certifying to the Banks of Steele County the names and signatures of the persons named above and such certifying officer from time to time, hereafter, upon a change in the facts so certified, and immediately certifying to the Banks the names and signatures of the persons then authorized to sign or to act.

BE IT FURTHER RESOLVED, a listing of electronic funds transfers transactions will be submitted to the Board at every Board meeting.

A transfer of funds by wire or electronic funds transfer in any of the Banks used by Steele County shall be by the signatures of the following officers or their alternatives;

Candi Lemarr, Finance Director _____

Madison Melcher, Financial Analyst_____

Erin Edel, Accountant_____

Barb Osmon, Financial Specialist _____

Karen Winter, Property Tax Specialist _____

Susan Bendorf, Accounting Technician _____

Bobbie Herzog, Human Resources Generalist_____

Emma Schelling, Human Resources Generalist_____

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

Dated this ____ day of _____, 2025.

STEELE COUNTY
BOARD OF COMMISSIONERS

_____
Chair

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 _____ day of _____, 2025.

_____
Attest

Steele County Agenda Item

Request for Board Action

Subject: Approve revised Accounts Payable and Forms Policy

Department: Finance Department

Committee: Choose an item.

Committee Meeting Date

Work Session Date

Board Meeting Date: January 28, 2025

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

n/a

Recommendation:

Approve revised Accounts Payable and Forms Policy

Background:

The current policy was adopted in 2007 and it is time to update the policy to reflect best practices in financial management and to align the policy with other county policies and procedures. The changes impact the following sections as follows:

REQUIRED AUTHORIZATION BEFORE AN OPERATING CLAIM CAN BE SUBMITTED FOR PAYMENT

Department Heads or other authorized personnel delegated by the Department Head that have signed and initialed an authorization form are authorized to approve claims. In accordance with the county's purchasing policy the County Administrator and Finance Director also have approval authority, but the policy does not reflect that. The policy confirms that the Board delegates the County Finance Director or the County Administrator the ability and authorization to sign warrant claims on behalf of the Department Head and that a Department Head can delegate their authority to another in their absence. The policy requires that such delegation be documented, dated and signed, with an explanation for the delegation, such as the absence of the Department head.

SIGNATURES OF STAFF AUTHORIZED TO APPROVE CLAIMS

A record of all signatures and initials of staff authorized to approve claims for payment must be filed with Accounts Payable in the Property Tax & Elections Office (PT&E). This form is required to be filled out at the beginning of each New Year but must be kept current for staff changes. (See Forms Section). In case of emergency signatures, it must be documented on the warrant as to the reason of the emergency signature with the date.

FORM W-9 REQUIRED TO BE ON FILE

A W-9 is required for all vendors that do a service for Steele County. When a vendor is added to IFS and it is for a service vendor, a request for a W-9 is sent along with a blank W-9 form. No vendors will be set up in IFS until a valid W-9 form has been completed by the vendor as this is an IRS requirement for taxes.

OTHER CHANGES:

Updated Treasurer's office name to reflect Finance updated Auditors office to reflect Property Tax & Elections

Added that warrants can be approved and signed electronically, and submitted to PT&E electronically

Added that warrants can be stored electronically

Attachments:

Accounts Payable and Forms Policy

Steele County

Accounts Payable and Forms Policy

Board Approved: December 27, 2007
Revised: January 28, 2025

Accounting Policies and Procedures Handbook

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PUBLIC PURPOSE DOCTRINE

PUBLIC FUNDS

Accounting to the interpretation and understanding of state law described as the "public purpose doctrine", public funds may be spent only if the purpose is a public one for which tax money (and all funds) may be used, there is authority to make the expenditure and the use is genuine.

There is not a precise definition of what constitutes a "public purpose". However, the courts have interpreted it to mean "such an activity as will serve as a benefit to the community as a body and at the same time is directly related to the functions of government.

A declaration must be signed by vendors or other claimants and employees and elected officials for reimbursable expenses, as included on the claim forms or on the check endorsement, which states:

Claim Forms: I declare under the penalties of law that this account, claim or demand is just and correct and that no part of it has been paid.

Check endorsement: The undersigned payee in endorsing this warrant check declares that the same is received in payment of a just and correct claim against the Authority and that no part of it has heretofore been paid.

ACCOUNTING PRACTICES

ACCOUNTS PAYABLE

PAYMENT OF COUNTY CLAIMS AND OBLIGATIONS

For more information see the State Auditor's Legal Compliance Manual & Positions in the Appendix.

ORIGINAL INVOICES REQUIRED BY LAW

Payment cannot be made from a monthly statement. Original invoices including an itemized list of charges or purchases along with the vendor's name and address are required.

REQUIRED AUTHORIZATION BEFORE AN OPERATING CLAIM CAN BE SUBMITTED FOR PAYMENT

Department Heads are authorized to approve department claims. In all situations where necessary or advisable to transact business on behalf of the County, the Board also delegates to the County Finance Director or the County Administrator the ability and authorization to sign warrant claims on behalf of any Department Head. In cases where a Department Head is unavailable due to absence or vacancy of position, the Department Head or in the case of vacancy, the Finance Director, can select another person so serve as an authorized delegated represented signatory, to act on behalf of the department to authorize warrants. When a Department Head delegates approval authority to another individual, such delegation should be documented, dated and signed, clearly indicating the reason of the absence of the Department head in case of absence or vacancy of the position on the warrant being signed or the authorization form can be updated accordingly by the Department head delegating signing authority.

SIGNATURES OF STAFF AUTHORIZED TO APPROVE CLAIMS

A record of all signatures and initials of staff authorized to approve claims for payment must be filed with Accounts Payable in the Property Tax & Elections Office (PT&E). This form is required to be filled out at the beginning of each New Year but must be kept current for staff changes. (See Forms Section). In case of emergency signatures, it must be documented on the warrant as to the reason of the emergency signature with the date.

PAYMENT OF REGULAR OPERATING EXPENSES

Claims and original invoices are due to Accounts Payable Staff in the PT&E's Department the Wednesday before the next Board Meeting by 12:00 p.m. Claims for payment are entered into the IFS System with the assigned budget line item code. Reports by department and fund are sent to the County Board at the next meeting, according to M.S. 375.18, subd. 1. B.

Auditor's warrants include pre-approved bills and non county pass through funds that are receipted in then paid out and not included with Commissioner Warrants. These are paid on Fridays of every week.

(See example input sheet in the Forms Section and on the "U" Drive.)

AUTHORIZED CLAIM FORM

According to M.S. 471.38, subd. 1 the claimant must sign a declaration to the effect that such account, claim, or demand is just and correct and that no part of it has been paid. The endorsement on the back of the check has the same declaration and is an acceptable alternative. See Forms.

COUNTY BOARD APPROVAL REQUIRED FOR NON-OPERATING CLAIMS

Other claims for Grant Program expenses, debt service payments, capital projects and contract payments must be approved by the County Board before checks will be issued.

FORM W-9 REQUIRED TO BE ON FILE

A W-9 is required for all vendors that do a service for Steele County. When a vendor is added to IFS and it is for a service vendor, a request for a W-9 is sent along with a blank W-9 form. No vendors will be set up in IFS until a valid W-9 form has been completed by the vendor as this is an IRS requirement for taxes. No payment will be made to any vendor until a valid W9 is on file. If any changes are made to a vendor's record, an updated W9 must be obtained prior to any payment being made for the year.

MEALS, MILEAGE AND OTHER EXPENSE REIMBURSEMENT

The following procedure should be followed in order to receive reimbursement of expenses.

- An itemized claim form complete with date, amount, **original receipts** if applicable and nature of claim is submitted to the approving departments responsible official
- The claim should then be forwarded to the Accounts Payable's office for payment
- Claim will be paid by Accounts Payable's Manual warrant if authorized by statute or approved by standing rule, previous action of the County Board or PT&E's determination of eligibility.

See also expense policies and procedures in the Steele County Personnel Policy.

(See sample expense report form in the forms section and on the "U" Drive)

PUBLICATION OF PAID CLAIMS

Publication of payee's name and amount for checks over $300 is required. M.S.375.12, subd. 2 allows for a statement showing the total number of other claims that did not exceed $300 and their total dollar amount for publication.

MINNESOTA SALES AND USE TAX

Most county purchases and county income (fees for service) are subject to payment of Minnesota Sales and Use Tax (1992 Law change). The Minnesota Department of Revenue website at www.taxes.state.mn.us has "Fact Sheets" available by subject and by number that may be helpful.

Many vendors we do business with believe that we are exempt from paying Sales Tax, and often times omit it on invoices. This is not correct. If we are not charged sales tax, the sales tax should be paid to the Minnesota Department of Revenue. Do not add the tax on the invoice and pay the vendor more than the invoice total. The vendor should be contacted to let them know that Steele County is not exempt from sales tax.

County Staff that is authorized to make purchases should be aware that vendors located out of state might not charge the required Minnesota Sales and Use Tax to the State of Minnesota. Coding the far right of the input sheet with a "T" under the "R" (Report Code) and then highlighted will alert Accounts Payable Staff to include the item with the next report and payment to the State Department of Revenue. (See example input sheet with Use Tax in the Forms Section and on the "U" Drive).

If there is a contract with the vendor and according to the terms, Sales Tax is to be paid by the vendor, the Tax must be itemized on the billing sent to Steele County. If it is an out-of-state vendor, and for example the vendor pays 5% Sales Tax in its home state we are required to pay the difference (1.5% in this example) to the State of Minnesota.

ARCHIVAL POLICY

Because of a limited amount of storage space, original claims with invoices, receipts, and other attachments are kept in the Property Tax & Election's office until the next annual audit is completed. Claims will be stored electronically for a maximum of 10 years.

2004 FEDERAL CHECK 21 POLICY

Some cancelled checks may be returned to the county or retained by the banks. The County keeps cancelled checks for 6 years, according to the State Record Retention Schedule. The "Check 21" Policy removed the requirement that banks return cancelled checks and are required to return only electronic images of the checks.

BID BOND PROCEDURE

Bid Bonds, or other qualified bid security, is required for all goods to be purchased, or for sale, through a bid or quotation process wherein the estimated value exceeds $50,000.

The amount of the bid bond, or other qualified bid security, shall be five percent (5%) of the amount bid. Other qualified bid securities include: certified checks, bank letters of credit or cash. Money orders or bank drafts are not acceptable.

Any goods valued under $50,000 to be sold or purchased through the bid or quotation process does not require bid security unless specified by the Steele County Board of Commissioners.

REPLACEMENT OF LOST, STOLEN OR DESTROYED CHECKS

All warrants that are replaced for any reason are required to have an affidavit of lost or stolen check form filled out and filed with the Finance office. If a check is thought to be stolen or lost the Finance office notifies the bank. The bank is contacted for verification that the original check has not been cashed. If the check is lost or stolen then a duplicate check is issued once an affidavit is received.

UNCLAIMED WARRANTS

The Steele County Finance Office is in charge of notifying vendors and reporting to the State of Minnesota any unclaimed warrants. The Finance office checks to see if the warrant has been paid at a later date to that same vendor. If not, the Finance office notifies the vendor that there was a warrant issued that remains not cashed. The vendor is given the opportunity to cash the original warrant or if it has been lost, they are sent an affidavit of lost or stolen check form.

REFUND OF OVERPAYMENTS

If we have overpaid a vendor, whenever possible we request the check to be returned to us to be cancelled even if there are payments on the same check that are actually due to the vendor. A corrected warrant would be paid to the Vendor by Auditor's warrant on Friday. When the original check is returned it is voided if returned in the same month as issued otherwise is re deposited into the same account it was issued out of.

CREDIT CARD USAGE

Credit cards are authorized for use by the Steele County Commissioners, Department Heads and their staff for official county business. Examples of approved usage include: guaranteeing rooms for conference and/or meeting attendance, lodging and travel expenses while attending authorized meetings and purchase of supplies/materials when no other means is feasible. (See copy of Policy attached). Employees authorized to use credit cards shall sign Credit Card User Agreement. (See copy in the Forms section and on the "U" Drive.)

Department head shall review and approve credit card statement and receipts and present to the PT&E's Office in order to avoid late fees and/or finance charges. Credit card charges are limited based on Department and credit level.

STEP BY STEP ACCOUNTS PAYABLE PROCESS

1. The claim is either drafted by the employee or an invoice is sent by the vendor to the appropriate department within Steele County. It is then checked and approved by either the Department Head or authorized staff and can be signed electronically.

2. The claim or invoice is sent to the PT&E's Office according to the PT&E's or Commissioners warrants schedule and can be done electronically. The invoice is checked for accuracy, sales tax, proper approval and if it adheres to policies.

3. The claim is then footed with all the information needed for data input into the IFS system including a vendor number and general ledger account number.

4. When vendors are added into IFS, a request for a W-9 along with a blank W-9 is sent to all vendors that are doing a service for Steele County. The claims are then input into the IFS system after receipt of the W9, during which time the vendor numbers, general ledger account numbers and sales tax information is checked again.

5. When data input is complete and the batch $ total has balanced, audit lists for the County Board are generated and distributed to County Board members, County Coordinator and County Auditor.

6. The warrants are generated by someone other than the accounts payable clerk that has done the data input. The warrants are brought to the Finance's office for signatures. The accounts payable clerk then adds the warrant numbers to the claims and does a final check for accuracy. Warrant control and check numbers are logged.

7. The warrants are then put into envelopes along with inserts and mailed on Thursday afternoon.

SAMPLE

FORMS

Warrant Form: Front View

STEELE COUNTY
ACCOUNTS PAYABLE INPUT

Vendor Name _____ Vendor Address _____ Date _____

_____ Prepared by _____

Voucher # _____ _____ Approved by _____

Check Date _____ Check # _____ Vendor # _____ Amount _____

Account #	Amount	Description	Invoice Number	Rpt

0.00 TOTAL

Warrant Form: PT&E Office use only

Order No _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Fund _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

$_ _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Accourt vs.

STEELE COUNTY, MINNESOTA

Filed _ _ _ _ _ _ _ _ _ _ _ , 20 _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
County Auditor

Audited and Allowed

_ _ _ _ _ _ _ _ _ _ _ _ _ , 20 _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Chairman

Lost Check Replacement Affidavit

Instructions:

The person(s) the warrant was issued to must complete this form. **Be sure to sign this form.**

I am requesting replacement of:

_____Mailed check not received
_____Check lost or stolen after received
_____Other (Explain)_____
_____

I have not received $_____issued on_____
(Amount) (Date)

I agree to return any missing check(s) that I may receive. If my missing check is cashed, I declare that any endorsement on it is a forgery.

Declaration: I declare that the information on this form is true, complete and accurate.

Signature	Date

Agency Use Only

Loss Report Date: _____
Warrant Issued to: _____
Current Mailing Address: _____
City, State, Zip Code: _____
Original Check Issuance_____
Warrant#_____Date:_____

County Signature	Title	Date

EXAMPLE

AUTHORIZATION TO APPROVE CLAIMS

JANUARY 2025

DATE: _____

DEPARTMENT: _____

Persons within your department authorized to approve payment of claims.

Print or type name	**Signature and/or initials**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Steele County Agenda Item

Request for Board Action

Subject: Approve The Garland Company to provide professional services for the design and construction management of the Four Seasons Centre roofing project**.**

Department: Park & Recreation

Committee: Public Works **Committee Meeting Date:** January 14, 2025

Work Session Date: Enter a date. **Board Meeting Date:** January 28, 2025

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

The committee recommends hiring The Garland Company to provide professional services for the design and construction management of the Four Seasons Centre roofing project. Garland outlined two different roofing styles, and the committee recommends that the county go with a multi-ply roof (built up roof) design. The committee further recommends that the lower roof over the East Lobby entrance be replaced at the same time. Timeline for this project is to begin work approximately September 1st when the vast majority of events on the Fairgrounds / Four Seasons Centre will be complete. This roofing project should have no effect on the fall ice season.

Recommendation:

To hire The Garland Company to provide professional services for the design and construction management of the Four Seasons Centre roofing project.

Background *(Including Budget Impact)*:

Garland specializes in "Built Up" roof vs conventional roof. Warranty and quality of work are important factors.

Professional considerations:

Buildings they worked on:

New Owatonna High School

They did work at the West Hills Complex for City of Owatonna

Rochester Rec Center (Ice Arenas / Pools) and other Ice Arenas

This recommendation is based on the following:

- Both roofs at the Four Seasons Centre are past life expectancy (East Arena replaced in 1994 / West Arena built in 2001).
- Currently, the Four Seasons Centre makes yearly repairs on these roofs costing $10k to $15k per year.
- The recommendation is to move forward with a multi-roof (built up roof) design that offers a warranty of 30 + 10 years vs the standard 20 year.
- The cost estimated for the multi-roof design is at $2.1M to $2.2M with an approved budget cost of $2.2M.
- If the county uses The Garland Company for professional services, Garland would do all the work from specifications, public bid requests and proposals, and oversee the installation of the roofs. Garland will also oversee all warranty issues to make it easier and faster to have any warranty work be done.

HVAC rooftop units are a separate project in the approved CIP for the Four Seasons Centre. It has been discussed that whoever obtains the work for the HVAC units can work with Garland to make sure the support footprints on the roof would be accurate for the new HVAC units and the replacement of these units be done at the same time as the roof replacement.

Attachments:

Garland information package

Roof System - Performance Comparison

Steele County - Four Seasons Centre

	Single Ply	Multi-Ply
Layers of Redundancy	No	Yes
System Thickness	60 mils	380 mils
Field Seams	Yes, every 7'-10'	No, monolithic membrane
Green/Recyclable	No, sits in landfill	Yes, petroleum based
Foot Traffic/Hail Exposure	Poor, easily punctured	Excellent, thick & redundant
Tapered Insulation	Yes	Yes
Increase Perimeter Height	Yes	Yes

Cost Comparison

	Single Ply	Multi-Ply
Initial Cost (Budget)	$1,200,000	$1,900,000
Consultant Design Fee	$70,000	$0
Life Expectancy	20 Years	45 Years
Expected Repairs Over Life	$20,000	N/A
2055 Restoration (*Extends Warranty 10 Years*)	N/A	$500,000
2045 Reroof Cost	$2,100,000	N/A
Expected Repairs (2nd Roof)	$30,000	N/A
Total Cost	**$4,710,000**	**$2,400,000**
Standard Warranty	20 Years	30 + 10 Years
40-Year Annual Cost of Ownership	$117,750.00	$60,000.00

Steele County Agenda Item

Request for Board Action

Subject: Approve Donation for Community Emergency Response Team (CERT)

Department: Emergency Management

Committee: Public Safety & Health **Committee Meeting Date:** January 21, 2025

Work Session Date: Enter a date. **Board Meeting Date:** January 28, 2025

Consent Agenda: ☐ Yes ☐ No **Resolution:** ☐ Yes ☐ No

Policy Committee Recommendation:

Approve the donation to the Community Emergency Response Team (CERT) Emergency Management volunteer program

Recommendation:

Approve the donation to the Community Emergency Response Team (CERT) Emergency Management volunteer program

Background *(Including Budget Impact)*:

Per State Law, all donations must be approved by the County Board of Commissioners

Attachments:

- Donations
    - $1,000 DONATION – Federated Insurance
- Donation Acceptance Resolution January 28, 2025

RESOLUTION

ACCEPTANCE OF DONATIONS

WHEREAS, Minnesota Statute §465.03 allows counties to accept grants and donations of real or personal property for the benefit of its citizens;

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

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

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners in and for the County of Steele, Minnesota, that it accepts, with sincere appreciation, the donations of:

- $1,000 DONATION – Federated Insurance

Dated this 28th day of January 2025.

STEELE COUNTY
BOARD OF COMMISSIONERS

_____
Chair

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 28th day of January 2025.

_____
Renae Fry, Steele County Administrator

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

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

Tuesday, January 14, 2025 at 8:00 a.m. – Public Works Conference Room

Attendees: Commissioner Krueger, Commissioner Prokopec, County Engineer Paul Sponholz, Four Seasons Director Steve Schroht, Assistant County Engineer Jackson Knudson, Landfill Supervisor Josh Johnson, Finance Director Candi Lemarr, Administrator Renae Fry and Executive Assistant Rebecca Kubicek.

Consent:

The committee recommends approving an amendment to Kruckeberg Waste Hauler contract, assigning the hauler rights and responsibilities under the contract to Harter's Disposal. Kruckeberg sold part of his hauling business to Harter. The agreement with Harter will be for a slightly lower tonnage commitment, but Kruckeberg has agreed to pay gate rate for his ongoing commercial waste. The assignment and assumption will be for the remainder of 2025. All haulers will enter into new contracts for 2026 and thereafter.

General:

The committee recommends hiring Garland Designs to provide professional services for the design and construction management of the Four Seasons roofing project. Garland outlined two different roofing styles and the committee recommends that the county go with multi-ply roof design. The committee further recommends that the lower roof over the entrance be replaced at the same time. This recommendation is based on the following:

- Both roofs at the Four Season are past life expectancy.
- Currently the county needs to make yearly repairs on these roofs costing $10k to $15k per year.
- The recommendation is to move forward with a multi-roof design with that offers a warranty of 30 + 10 years vs the standard 20 year.
- The cost is estimated for the multi-roof design is at $2.1M to $2.2M with a budget cost of $2.2M.
- If the county goes with Garland Designs for professional services, they would do all the work from specifications, public bid requests and proposals, and oversee the installation of the roofs. This will also make to easier to have any warranty work to be done.

HVAC units are a separate project in the approved CIP. It has been discussed that whoever obtains the work for the HVAC units can work with Garland to make sure the support footprints on the roof would be accurate for the new HVAC units.

Information:

1. Changes to committee dates and times:
    - Tuesday, March 11th move to March 3rd at 10:00 a.m.
    - Tuesday November 11th move to November 10th at 10:00 a.m.
    - Tuesday, December 9th move to December 1st at 10:00 a.m.

2. 2024 Pavement conditions (see attached): Every two years, the Steele County Road System is reviewed for pavement conditions. Based on the most recent report, conditions have improved.
    - County Roads: Year 2022 condition were rated at 80.3, 2024 increased to 81.6
    - CSAH Roads: Year 2022 conditions were rated at 75.5, 2024 increased to78.3

3. Havana (CSAH 2/CSAH 43/CR 180/CR 171) Intersection Improvement project continues with an upcoming Public Information Open House Meeting January 30, 5:00-7:00 p.m. at Havana Township Hall.

4. CSAH 28/Beaver Lake Park: continuing with final plans. Will be starting to work with property owners regarding the land. Road work will plan to start in 2026.

5. CSAH 43 Reclamation: All culverts were updated. Will be reclaiming the road in 2025. There will also be two changes to traffic flow by changing stop sign locations. All safety signs will be in place for these changes that will occur after reclamation.

6. CSAH 48/18th Street Rail Crossing is still in process. Looking at a new agreement from the railroad.

7. Eastside Corredor: Proceeding with environmental draft.

Department Head Reports

Four Seasons: Busy with high school games and tournaments. Booking dry floor and spring ice.

Highway: Welcome to Jackson Knudson, Assistant County Engineer. Discussion regarding the preordering of equipment in 2025 for 2026 due to long lead times. Highway Department to work with Finance for a Budgeting solution.

Facilities: Windows for the detention center are still due on January 20th. Furniture scheduled for the end of February. Community Correction move in date in end of February.

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

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

Tuesday, January 21, 2025 at 8:00 a.m. – Board Room

Attendees: Commissioner Prokopec, Commissioner Krueger, County Attorney Robert Jarrett, Community Corrections Director Tim Schammel, Jail Administrator Anthony Buttera, Finance Director Candi Lemarr, Administrator Renae Fry and Executive Assistant Rebecca Kubicek.

Consent Agenda

1. Committee recommends approving the renewal of the contract amendment with Turnkey Corrections.
2. Committee recommends approving Out of State Travel for three attorney staff to the PBK Annual Training.

General Agenda

3. Committee recommends adopting a Resolution to accept $1,000 from Federated Insurance for the Community Emergency Response Team (CERT)

Department Head Reports

Administration: Renae, Jake and Candi are in the early stages of developing a master facility plan. Selected staff will be attending an inhouse two-way security communication application presentation. An overview of features was given. This would replace the emergency button. Renae and others are starting to look at the county's practices regarding the issuance of badges. Renae is working with Commissioners regarding the Children's Mental Health Collaborative. Commissioners are asked to read the update sent out by AMC on Monday.

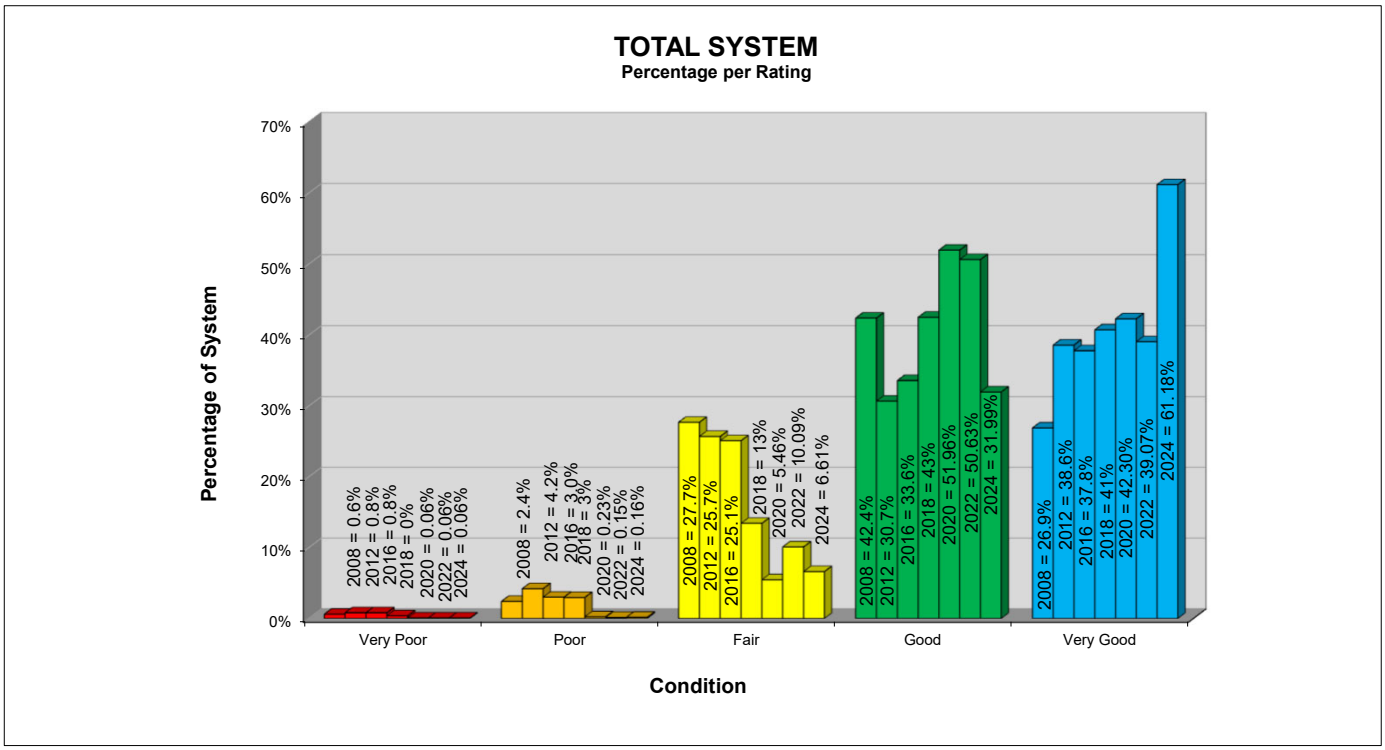
Attorney's Office: Rob is working on an application for an ARPAC grant in the amount of $40K. This amount will be used to find stipends for committee members. The restorative justice group will be meeting quarterly. This group will help guide policies regarding the restorative justice program in Stelle County. Rob is working with United Way to secure funding for three positions to work on the new truancy program. First "all staff" meeting will be today – first time at full staffing in a while. There are some construction, security, and safety items that need to be completed at the attorney's office building.

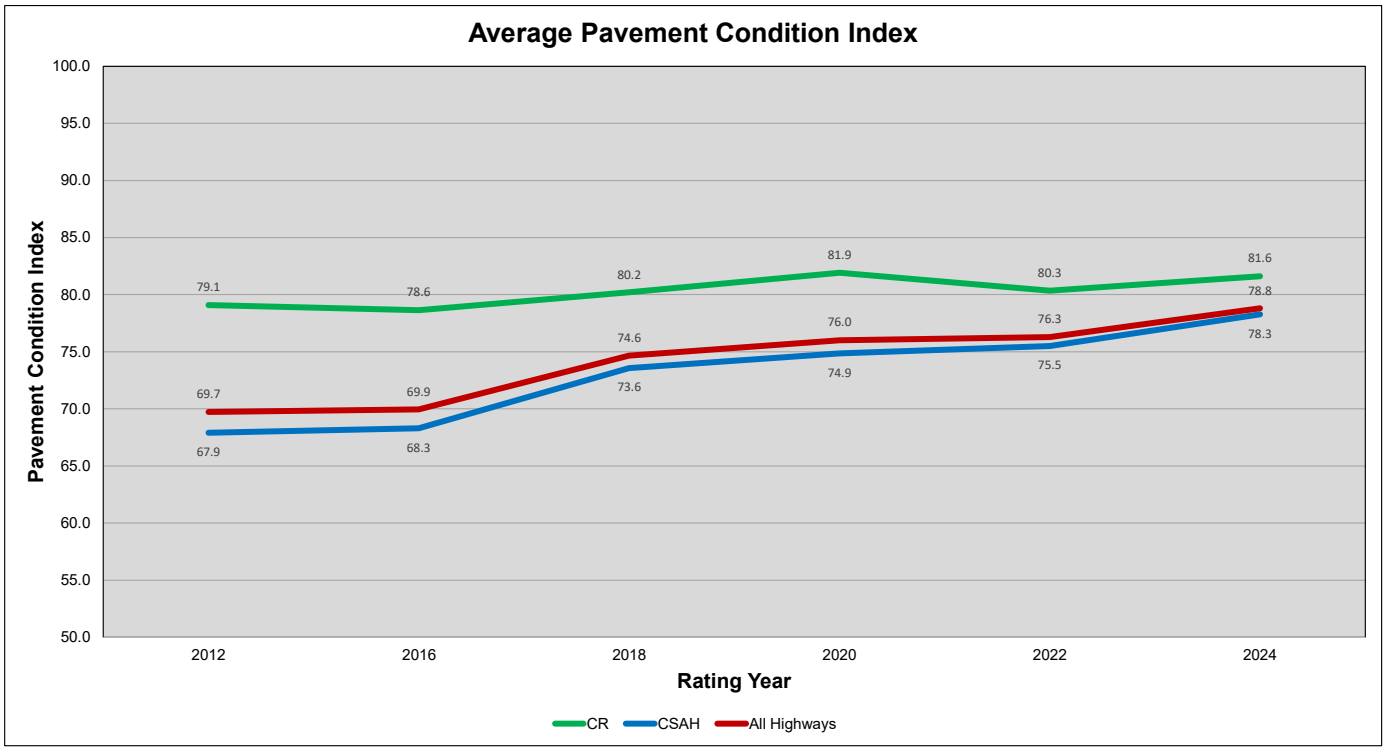
Community Corrections: The CCA team is getting ready for the move to the new facility. Furniture is planned to be installed March 24 – 26. Move in date will be later in March. CCA is trying to finalize the schedule for moving so as to know when to let clients know about the change in location. State funding for CCA is currently over a million dollars annually, but the state is looking at funding changes which may result in a decrease mid-year. Asking the state to look at a 3-year average to reduce the changes in funding. More information to come.

Detention Center: Construction is still underway. Renovations of the existing spaces are almost complete. Two officers are finishing their training. Once complete the facility will be able to house female inmates. Training is expected to be completed in the next two months. Waseca County is re-vising its jail needs and recently contacted Steele County to see if we are still open to housing their inmates. The Waseca Board is in the early stages of its decision making process, so the future of this request is unknown.

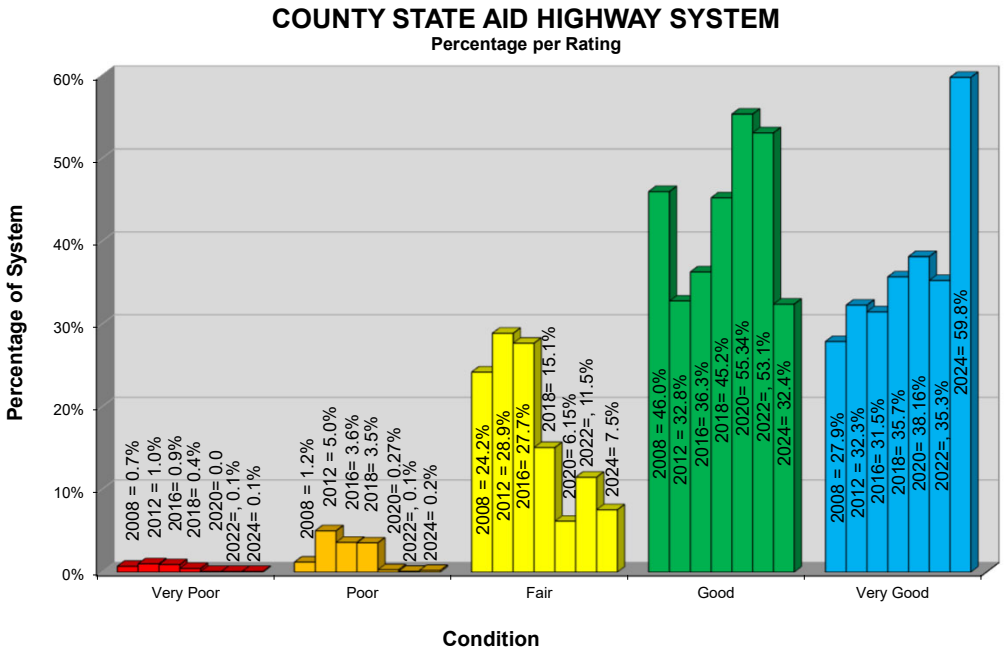
Finance: Madison Melcher accepted the offer for the open Finance position. Finance is updating the position description for the position recently held by Madison as a first step towards initiating the search for that position. Official Audit starts in May. The auditors will be reviewing the use of ARPA funds as the subject of this year's single audit.

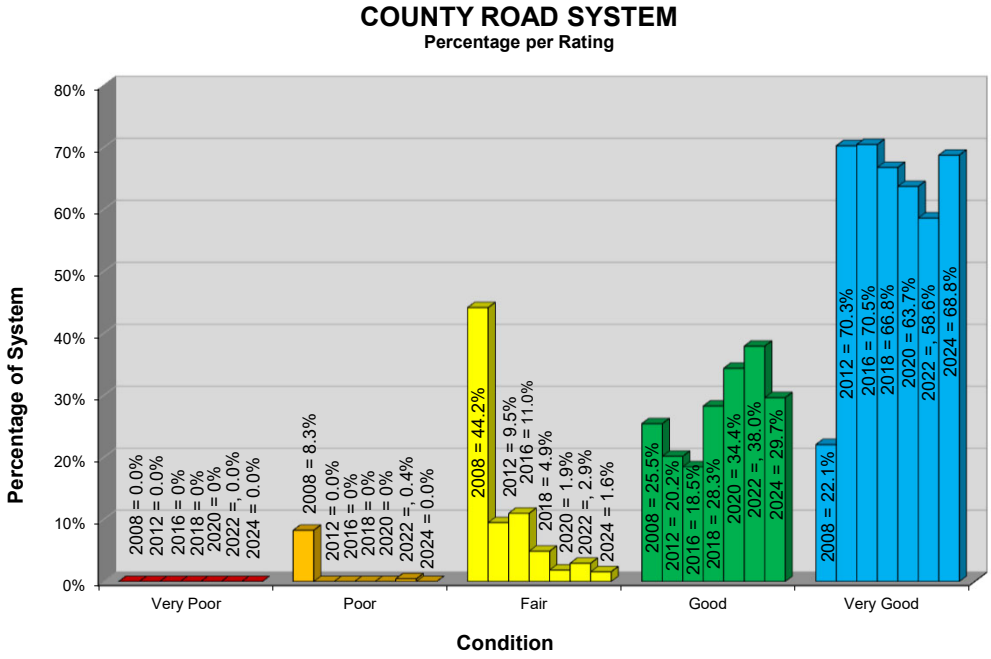
Steele County Pavement Conditions





Steele County Pavement Conditions





Steele County Agenda Item

Informational

Subject: CSAH 2/CSAH 43/CR 171/CR 180 Intersection Improvement Project Meeting

Department: Highway

Committee: Public Works **Committee Meeting Date:** January 14, 2025

Work Session Date: NA **Board Meeting Date:** January 28, 2025

Purpose:

Provide information on CSAH 2/CSAH 43/CR 171/CR 180 Intersection Improvement Project.

Background:

Steele County has programmed a project in the 2025-2029 Capital Improvement Plan to improve the safety of the intersection at CSAH 2/CR 180 (Claremont Road), CSAH 43 (SE 44th Avenue), and CR171 and is now completing a feasibility study. This intersection has been identified as one of the most hazardous in the county.

The county held an open house meeting in October to present four alternatives for the project and to gather public input. The County is now holding a second open house meeting to present and gather public input on the refined alternatives and the preferred alternative.

The meeting date, time and location is:

Thursday, January 30, 2025

There will be a short presentation at 5:00 p.m., but the public is invited to come anytime between 5:00 – 7:00 p.m.

Havana Town Hall
4398 Havana Road
Owatonna, MN 55060

Construction is currently scheduled for 2026. For more information, see the attached newsletter or go to https://www.steelecountymn.gov/highway/future_projects_studies.php.

Attachments:

Newsletter



WE WANT TO HEAR FROM YOU!

Steele County wants your input on the CSAH 2/CR 180, CSAH 43 & CR 171 Intersection Improvement Project.

Dear Resident/Property Owner,

Steele County is in the final stages of developing a feasibility report for improvements to the CSAH 2/CR 180, CSAH 43 & CR 171 intersection near Havana.

The design team has refined the initial project alternatives based on discussion and feedback gathered from the October 2024 open house. At this time, the County is asking residents to provide feedback on the project alternatives.

Please visit the Steele County Project Website for more information about the project's background, schedule, and development process. On the site, you will find conceptual layouts of the options being considered.

The County is hosting a second public open house to provide an update on the project and gather additional feedback. This input will help guide the project's direction. Additional public meetings will be scheduled as the project progresses into the final design and construction stages.

If you are unable to attend the public open house, please feel free to email the project contacts with any comments.

Thank you and we look forward to your feedback.

Sincerely,

Steele County and the Consulting Team

SCHEDULE

- **Fall 2024:** Community Engagement/Open House
- **Current:** Community Engagement/Open House
- **2026:** Construction

UPCOMING OPEN HOUSE

January 30, 2025

5:00 PM - 7:00 PM

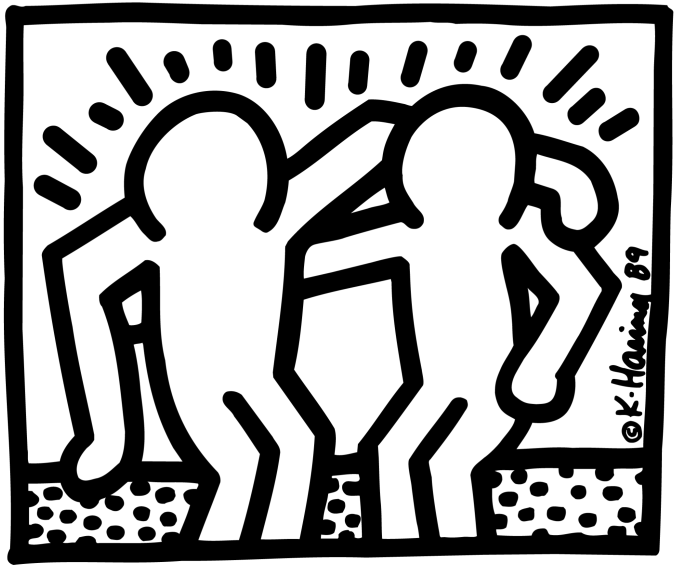
Havana Town Hall
4398 Havana Road
Owatonna, MN 55060

PROJECT CONTACTS

Brandyn Chezick
bchezick@whks.com

Paul Sponholz
paul.sponholz@steelecountymn.gov

BEST BUDDIES®



What is Best Buddies?

Best Buddies International is a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment, leadership development, inclusive living, and family support for individuals with intellectual and developmental disabilities (IDD).

www.bestbuddies.org

One-To-One Friendships



Builds friendships between people with and without IDD, offering social mentoring while improving the quality of life and level of inclusion.

Integrated Employment



Secures jobs for people with IDD, allowing them to earn an income, pay taxes, and support themselves.

Leadership Development



Educates and empowers people with and without IDD, to be leaders, public speakers and advocates.

Inclusive Living



Providing a vibrant, integrated living opportunity for people with and without IDD.

Family Support



Family support and resources to raise a child with IDD.

In ISD 761

- Implemented at the elementary (2023) and secondary levels (2022)
- Advisors at each level
- Buddies meet monthly during or after school
- Activities can include games, ice cream socials, movies, crafts, etc.
- Fundraising throughout the school year to support activities.

In the community

Owatonna Best Buddies

Private group · 122 members



Adaptive Baseball





Karen Thurnau
- Lead Volunteer

In the State





State Director - Katey DeMarais
Deputy Director, Programs & Operations - Kai Walsh
Program Manager - Emma Jester

Fundraising



Best Buddies Walk



May 18, 2025

Best Buddies Gala





Missy Ahrens



Tricia Buhrow

Next steps

- Citizens Program
- Best Buddies Board of Directors in Owatonna
- Annual Champion candidate representing Owatonna at Gala
- Increase awareness of Inclusion/Best Buddies in Southern Minnesota







Best Buddies





