



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

*Steele County's Mission – Driven to deliver quality services for Steele County in a respectful and fiscally responsible way (draft)*

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**Thursday, January 14, 2021 at 7:30 a.m. – Public Works Conference Room**

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**General Agenda**

1. Vaccine – “Drive-thru” Clinic
2. Memorial Tree Program

**Department Head Reports**

- Facilities / Fleet
- Park & Rec / Four Seasons
- Landfill

**Highway Agenda**

1. ADA Transition Plan
2. Prioritized Bridge Replacement List
3. Farmland Lease

**Department Head Reports**

- Highway

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



# Steele County Agenda Item

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**Subject: Memorial Tree Program**

**Department:** Administrator's Office

**Committee Meeting Date:** January 6, 2021

**Board Meeting Date:** January 19, 2021

**Consent Agenda:**  Yes  No

**Resolution:**  Yes  No

## **Policy Committee Recommendation:**

### **Recommendation:**

Recommend the donation fee and program be changed to reflect a donation fee increase, limit the quantity of trees left to plant in the program and give authority to the Facilities Director to determine which tree to plant and the location it shall be planted.

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

Since the inception of the program, the cost of trees has continued to increase. Currently a donation fee of \$50.00 is requested. The cost of a tree ranges from \$69 to \$115 per tree at 2020 contractor pricing. There is an engraved brass leaf placed on the memorial tree in the lobby area. This is an additional cost of \$10.00. Recommend the donation amount to change from \$50 to \$100 per donation.

Recommend changing the Memorial Tree Program. If a person donates \$100 dollars vs \$50, they would be able to order two trees. We recommend each person may request one tree per donation, even if they choose to donate above the set amount.

Currently some people are requesting specific trees and locations. We are exhausting the space available for planting of these trees and the types of trees. When planting trees we need to consider locations which the trees will be able to remain without being disturbed. This limits the available space we currently have left, and which trees can be planted. We recommend the Facilities Director have authority to determine which trees shall be ordered and the location in which the trees will be planted. We also recommend the facilities Director be able to limit the number of trees based on available space.

### **Attachments:**



# Steele County Agenda Item

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**Subject:** Approve Americans with Disabilities Act (ADA) Transition Plan

**Department:** Highway

**Committee Meeting Date:** January 14, 2021

**Board Meeting Date:** January 26, 2021

**Consent Agenda:**  Yes  No

**Resolution:**  Yes  No

**Policy Committee Recommendation:**

N/A

**Recommendation:**

Approve the Americans with Disabilities Act Transition Plan

**Background (Including Budget Impact):**

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. As a provider of public services and programs, the Highway Department must comply with this Act and developed a Transition Plan detailing how the County will ensure that all transportation facilities are accessible to all individuals. To develop the Plan to bring the county in compliance, the County hired SRF Consulting Group. SRF completed an evaluation process, identifying barriers that prevent persons with disabilities from reasonable access.

Based on SRF's inventory, here is a summary of the infrastructure that is currently in compliance with ADA:

Curb Ramps	26%
Sidewalks	45%
Traffic Signals	19%

The total estimated costs associated with providing ADA accessibility within the entire jurisdiction is \$4,419,000. A systematic approach to providing accessibility will be taken in order to minimize the cost impact on the CIP and budget. Generally, these costs will be spread out over numerous projects in the next several decades.

The Highway Department has a website dedicated to the plan and can be found here:

[Steele County Highway Department ADA Transition Plan](#)

The complete document is 196 pages in length and can be found here: [ADA Transition Plan](#)

**Attachments:**

N/A

**RESOLUTION - PRIORITIZED BRIDGE REPLACEMENT LIST**

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

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

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

Old Bridge Number	Bridge Description	Total Project Cost	Township or State Bridge Funds	Federal Funds	Local or State Aid Funds	Proposed Construction Year
N/A	34th Ave SE over Ditch	\$225,000	\$205,000	\$0	\$20,000	2021
92779	CSAH 6 over Ditch	\$225,000	\$100,000	\$0	\$125,000	2022
89080	CSAH 28 over Ditch	\$225,000	\$100,000	\$0	\$125,000	2022
95975	8th St SW over Ditch	\$225,000	\$205,000	\$0	\$20,000	2022
74504	44th Ave SE over Straight River	\$225,000	\$205,000	\$0	\$20,000	2023
74513	CR 162 over Crane Creek	\$850,000	\$720,000	\$0	\$130,000	2023
L3951	34th Ave NE over Medford Cr	\$225,000	\$205,000	\$0	\$20,000	2023
95786	18th St SE over Ditch	\$200,000	\$180,000	\$0	\$20,000	2024
4686	CR 180 over Izaak Walton Cr	\$3,550,000	\$300,000	\$0	\$3,250,000	2024
L5798	76th St NE over Rush Creek	\$200,000	\$180,000	\$0	\$20,000	2024
74524	14th Ave NE over Medford Cr	\$225,000	\$205,000	\$0	\$20,000	2025
L5573	50th St NW over Straight River	\$105,000	\$85,000	\$0	\$20,000	2025
74507	34th Ave NE over Rush Creek	\$225,000	\$205,000	\$0	\$20,000	2025
74519	CSAH 43 over Ditch	\$500,000	\$125,000	\$0	\$375,000	2026
L8592	64th Ave NE over Maple Cr	\$225,000	\$205,000	\$0	\$20,000	2026

BE IT FURTHER RESOLVED, Steele County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

BE IT FURTHER RESOLVED, Steele County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

STEELE COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
James Brady, Chair

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF STEELE

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Steele County Board at a duly authorized meeting thereof held on the 26<sup>th</sup> day of January 2021, as shown by the minutes of said meeting in my possession

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Laura Ihrke, Steele County Auditor



## Steele County Agenda Item

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**Subject:** Renew Lease of Farmland Adjacent to the New Public Works Facility.

**Department:** Highway

**Committee Meeting Date:** January 14, 2021

**Board Meeting Date:** January 26, 2021

**Consent Agenda:**  Yes  No

**Resolution:**  Yes  No

**Policy Committee Recommendation:**

N/A

**Recommendation:**

Renew the lease of 18.5 acres of farmland adjacent to the new Public Works facility to Mr. David Janke in the amount of \$303 per acre, for a total of \$5,605.50.

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

In 2020 the Highway Department advertised for the lease of 18.5 acres of farmland and received one bid. The Bid received was at \$303 per acre. Long term lessor David Janke was the only bidder. The lease contained a clause to allow renewal up to one term upon mutual agreement. The Janke's have agreed to renewal of the lease in 2021 at the \$303 per acre rate.

2020 lease rate was \$303 per acre for 18.5 acres

2019 lease rate was \$317 per acre for 18.5 acres

2018 lease rate was \$317 per acre for 18.5 acres

2017 lease rate was \$317 per acre for 18.5 acres

2016 lease rate was \$317 per acre for 18.5 acres

2015 lease rate was \$431 per acre for 45 acres

**Attachments:**

Lease Agreement



## Farmland Lease

This agreement, made this 26th day of January 2021 by and between Steele County (Lessor), and David Janke of the County of Steele and State of Minnesota, (Lessee).

Witnesseth, That Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the Lessee, and Lessee does hereby hire and take from Lessor, the following described premises situated in the City of Owatonna, County of Steele, and State of Minnesota,

In section number 5, Township Number 107N, Range Number 20W, containing 18.5 acres be the same, more or less, of which described premises Lessee hereby agrees to plow and put in crops not less than 18.5 acres each year during the continuance of this lease. The specific acreage will be staked by the Lessor upon execution of this lease document and request.

To Have and to Hold, the above rented premises unto Lessee, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the time period from and after the 26<sup>th</sup> day of January 2021, the term of this Lease ending the 15<sup>th</sup> day of November 2021 or fifteen days after the crop is harvested, whichever is earlier..

And Lessee agrees to and with the Lessor to pay as rent for the above-mentioned premises, for and during the full term of this Lease, the sum of \$5,605.50 dollars per year payable upon execution of this lease document and no later than April 1<sup>st</sup> of each year.

And it is Further Agreed, by and between the parties as follows: That should Lessee fail to make the above-mentioned payment as herein specified, or fail to fulfill any of the covenants herein contained, then and in that case Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by Lessee for the full term of this lease. That if Lessor sells said premises during the life of this lease and before the crop is in ground, and desires to give possession to the purchaser, that Lessee will forthwith surrender possession of said leased premises upon the payment to him of \$240 per acre for each acre of said premises newly plowed by Lessee at the time said possession is demanded if sold after the crop is in, then Lessee shall have the rights to remove such crop when ready to be harvested. That if Lessor sells said premises during the term of lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said Lessee and without such entry working any forfeiture of the rents herein agreed to be paid. That if Lessee remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be renewal of this lease, but to be tenancy at the will of the Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing, either delivered to Lessee or sent to him in a sealed envelope, duly stamped and directed to him at 4677 Crane



Creek Road, Owatonna, MN 55060 which is hereby declared by Lessee to be his usual Post Office address.

And the Lessee also covenants and agrees to and with Lessor, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up any fences so as to protect all crops from injury and waste, and to protect any shade trees thereon and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done.

Lessee is also to destroy noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And, Lessor or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And Lessor covenants that Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises for the term aforesaid. In the event of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred thereby.

Lessee agrees that it will save and hold harmless Lessor from any and all claims, causes of action or liability whatever arising out of the use of said premises, including but not limited to property sublet by Lessee.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

County of Steele

By \_\_\_\_\_  
Lessor – County Board Chair

By \_\_\_\_\_  
Lessee – David Janke