



STEELE COUNTY
LAND USE & RECORDS COMMITTEE AGENDA
Administration Center – 630 Florence Avenue – Owatonna, MN 55060

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

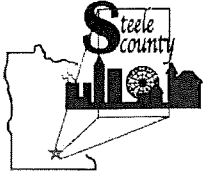
Tuesday, January 19, 2021 at 8:00 a.m. – Steele County Board Room

Agenda

1. Watercraft Inspection Delegation Agreement
2. 2020 Planning & Zoning Department Review

Department Head Reports

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

Subject: Watercraft Inspection Delegation Agreement

Department: Planning & Zoning

Committee Meeting Date: January 19, 2021

Board Meeting Date: January 26, 2021

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

Staff Recommendation:

Authorize Chair to sign the Aquatic Invasive Species Prevention Inspection of Water-related Equipment Delegation agreement

Background (*Including Budget Impact*):

Steele County has included watercraft inspections as a component of our Aquatic Invasive Species Prevention Plan. The county must enter into a delegation agreement with the MN Department of Natural Resources to assume the authority to perform watercraft inspections. This authority is valid for up to 3 years unless terminated by either party. Our last agreement expired at the end of 2020.

Attachments:

AIS Prevention Inspection of Water-related Equipment Delegation Agreement.

DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

Steele County

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; 2023. The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title:

Dan Kuhns

Governmental Unit:

Steele County

Address:

PO Box 890

Address:

Owatonna, MN 55060

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Steve Colvin
Title: Director, Division of Ecological and Water Resources

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

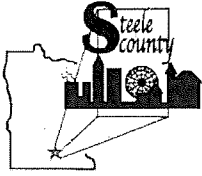
Date: _____

GOVERNMENTAL UNIT: Steele County

By: _____

Title: _____

Date: _____



Steele County Agenda Item

Subject: 2020 Planning & Zoning Department Review

Department: Planning & Zoning

Committee Meeting Date: January 19, 2021

Board Meeting Date: January 26, 2021

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

Information Only

Background (*Including Budget Impact*):

Each year, I put together a synopsis of activities from the preceding year. This is information informational only. No action is required.

Attachments:

Department Review

Building Permit Review

2020 Planning and Zoning Department Review

Zoning Program (39 hearings)

6 Conditional Use Permits (approved)

- 3 Gravel Pit Amended or Reviewed
- 2 Businesses
- 1 Tower

1 Conditional Use Permits (denied)

- 2nd Farm Home

17 Interim Use Permits (approved)

- 8 Gravel Pit Amended or Reviewed
- 5 New Gravel Pits
- 1 Asphalt Plant
- 2 Borrow Sites
- 1 Solar Energy System

11 Variance Requests (approved)

3 for lot size

- 1 to reduce front yard setback
- 1 to increase front yard setback
- 3 to reduce side yard setback
- 1 to reduce billboard setback from corner
- 1 to allow more than 4 houses per mile
- 1 accessory structure on parcel without primary structure

2 Variance Requests (denied)

- 2 for new house on cropland

1 Rezone Requests (denied)

- Residential to Industrial

1 Ordinance Amendment

- Section 5 of the Zoning Ordinance

Subdivisions

- 0 Plats
- 40 Rural parcel splits

Septic Program

69 Compliance Inspections

51 Permits Issued

50 Systems Installed

- 26 triggered by building permits
- 20 triggered by property transfer
- 4 as a result of existing system failure

Feedlot / Agricultural Inspection Program

0 New or Expansion of Feedlot Sites (Swine)

18 Feedlot inspections

4 Complaint investigations (*2 manure appl., 2 odor*)

3 Noxious Weed Enforcement Actions

161 Pesticide Applicators Test

Building Inspections Program

487 Building / Zoning Permits

- 223 Rural Steele County Building Permits
- 9 Agricultural Permits
- 69 City of Blooming Prairie Permits
- 166 City of Medford Permits
- 20 City of Ellendale Permits

Steele County
Annual Summary of Permits Issued
1/01/20 to 12/31/20

TYPE	2015		2016		2017		2018		2019		2020	
	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION
Farm Home												
New		.00		.00		.00		.00		.00		.00
Replacement	5	1,212,616.00	4	895,405.00	4	771,488.00		.00	1	296,105.00		.00
Non Farm Home												
New		.00		.00		.00		.00	2	933,000.00	3	1,371,000.00
Replacement	11	1,735,223.00	13	2,340,980.00	12	2,514,767.00	11	2,444,373.00	13	3,764,362.00	5	1,157,064.00
Garages/Storage												
Additions	14	590,140.00	38	969,440.00	27	777,579.00	35	958,079.00	35	1,516,256.00	36	1,337,855.00
Remodeling	5	77,800.00	9	207,000.00	4	137,600.00	3	72,000.00	3	51,500.00	13	660,500.00
Agricultural Buildings												
Commerical/Industrial	27	4,058,423.00	18	2,655,000.00	21	17,289,784.00	18	2,509,678.00	18	23,287,735.00	9	727,496.00
Building Maintenance	14	730,900.00	11	3,020,000.00	12	1,819,441.00	26	1,071,852.00	17	5,877,288.00	12	1,640,973.00
Miscellaneous	95	609,411.00	68	516,600.00	84	606,758.00	72	648,739.00	86	841,955.00	116	1,055,758.00
Public Buildings	13	242,100.00	14	214,800.00	20	841,760.00	12	114,700.00	18	436,565.00	36	441,064.00
Post Frame		.00		.00		.00		.00		.00		.00
Total	200	9,914,283.00	184	11,205,475.00	197	25,289,373.00	186	8,214,846.00	196	37,116,266.00	232	8,520,710.00

Please note the following changes:

- Beginning in 1995, there are seperate categories for Additions and Remodels. Prior to 1995 these catagories were combined.
- A category for Building Maintenance was added in 1995 to cover non-structural work. Previously these were included in Misc. category.
- The category for Utility Buildings has been eliminated.

City of Blooming Prairie
 Annual Summary of Permits Issued
 1/01/20 to 12/31/20

TYPE	2015		2016		2017		2018		2019		2020	
	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION
New Homes	1	157,575.00	1	70,000.00	1	295,857.00	6	1,013,279.00	1	55,000.00	2	393,535.00
Garages	2	35,728.00	3	54,540.00	3	41,352.00	5	91,472.00	5	81,800.00	4	60,000.00
Additions		.00	2	24,960.00	3	28,140.00	3	44,100.00	3	113,840.00		.00
Remodeling	3	288,685.00	4	142,000.00	5	42,500.00	1	43,000.00	10	115,500.00	3	40,500.00
Commerical/Industrial	3	476,500.00	7	905,350.00	5	180,000.00	1	157,000.00	11	368,500.00	12	135,500.00
Building Maintenance	131	1,138,971.00	42	310,841.00	36	232,676.00	38	435,509.00	32	303,296.00	42	249,783.00
Misc. (Decks, etc.)	2	9,500.00	5	25,900.00	1	2,800.00	1	1,600.00	6	38,895.00	6	58,069.00
Public Buildings	1	10,000.00		.00		.00		.00		.00		.00
Total	143	2,116,959.00	64	1,533,591.00	54	823,325.00	55	1,785,960.00	68	1,076,831.00	69	937,387.00

Please note the following changes:

- Beginning in 1995, there are separate categories for Additions and Remodels. Prior to 1995 these categories were combined.
- A category for Building Maintenance was added in 1995 to cover non-structural work. Previously these were included in Misc. category.
- The category for Utility Buildings has been eliminated.

City of Medford
 Annual Summary of Permits Issued
 1/01/20 to 12/31/20

TYPE	2015		2016		2017		2018		2019		2020	
	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION
New Homes	2	448,188.00	3	506,273.00	1	231,000.00	1	234,890.00	3	984,944.00	2	545,000.00
Garages		.00	2	26,867.00	4	42,459.00	2	26,000.00		.00	2	60,673.00
Additions	2	42,336.00		.00		.00		.00	1	35,520.00	1	13,000.00
Remodeling	2	16,500.00	1	5,000.00	2	65,000.00	2	15,016.00	4	146,000.00	2	4,000.00
Commerical/Industrial	2	1,950,000.00		.00	3	461,400.00	3	2,274,000.00	3	252,090.00	13	2,301,544.00
Building Maintenance	26	172,264.00	32	273,789.00	22	100,775.00	16	101,428.00	29	223,386.00	138	1,520,176.00
Misc. (Fences, etc.)		.00	4	18,440.00	4	17,000.00	3	13,500.00	3	28,860.00	8	49,800.00
Public Buildings		.00	1	5,134.00		.00	1	82,000.00		.00		.00
Total	34	2,629,288.00	43	835,503.00	36	917,634.00	28	2,746,834.00	43	1,670,800.00	166	4,494,193.00

Please note the following changes:

- Beginning in 1995, there are separate categories for Additions and Remodels. Prior to 1995 these categories were combined.
- A category for Building Maintenance was added in 1995 to cover non-structural work. Previously these were included in Misc. category.
- The category for Utility Buildings has been eliminated.

City of Ellendale
 Annual Summary of Permits Issued
 1/01/20 to 12/31/20

TYPE	2015		2016		2017		2018		2019		2020	
	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION	NO.	VALUATION
New Homes		.00	2	238,220.00	1	140,400.00	1	262,470.00	1	210,000.00	3	1,100,000.00
Garages	1	11,700.00		.00		.00	4	56,681.00	1	49,247.00	1	34,055.00
Additions		.00		.00		.00		.00		.00	1	35,000.00
Remodeling		.00	1	36,000.00	2	16,000.00		.00		.00	1	12,000.00
Commerical/Industrial	5	231,000.00	3	224,012.00		.00	1	7,200.00	1	60,000.00	2	220,800.00
Building Maintenance	8	74,400.00	13	102,758.00	3	26,620.00	9	65,572.00	8	40,681.00	11	96,551.00
Misc. (Decks, etc.)	2	8,900.00	4	20,700.00		.00	1	3,840.00	1	10,500.00	1	10,000.00
Public Buildings		.00	1	3,000.00	1	10,000.00		.00		.00		.00
Total	16	326,000.00	24	624,690.00	7	193,020.00	16	395,763.00	12	370,428.00	20	1,508,406.00

Please note the following changes:

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- The category for Utility Buildings has been eliminated.