

FARIBAULT COUNTY  
BOARD OF COMMISSIONERS  
OFFICIAL PROCEEDINGS  
SEPTEMBER 7, 2021

The Faribault County Board of Commissioners met in regular session at the Courthouse in the City of Blue Earth at 9:00 a.m. on September 7, 2021. The following members were present: Tom Loveall, Bruce Anderson, Bill Groskreutz, John Roper, and Greg Young Commissioners. County Auditor/Treasurer/Coordinator Darren Esser, County Attorney Cameron Davis, Central Services Director Lexi Scholten, Deputy Tom Elmer, Acting Clerk to the Board Sarah Van Moer, Kevin Mertens, and Milt Steele were also present. Also participating in the call were Faribault County employees: J. Blair, K. Anderson, and S. Asmus.

The meeting was called to order by Chair Roper. The pledge of allegiance was recited.

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Groskreutz/Young motion carried unanimously to approve the synopsis and official proceedings of the August 17, 2021 regular and drainage authority meetings, and August 3, 2021 drainage meeting.

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Loveall/Anderson motion carried unanimously to amend and approve the agenda of September 7, 2021.

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The calendar was updated.

No members of the public appeared during public comment.

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Committee reports were given. Groskreutz reported on the State Community Health Advisory, Faribault County HRA, and Toward Zero Deaths; Loveall reported on One Watershed, One Plan; and Roper reported on SHIP.

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Chief Deputy Scott Adams met regarding a proposed upgrade to the 911 system. Adams explained that the current system is outdated and no longer supported. Young/Groskreutz motion carried unanimously to approve the upgrade by signing the contract and paying up front to save 5% on the cost.

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Veterans Service Officer Jenna Schmidtke joined the call. Young/Groskreutz motion carried unanimously to approve Resolution 21-CB-83 authorizing that Faribault County enter into an annual grant agreement with the Minnesota Department of Veterans Affairs (MDVA).

**RESOLUTION**

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**BE IT RESOLVED** by Faribault County that the County enter into the attached Grant Agreement with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

**BE IT FURTHER RESOLVED** by Faribault County that Jenna R. Schmidtke, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

**WHEREUPON** the above resolution was adopted at a regular meeting of the County Board Chair this seventh Day of September 2021.

Anderson/Loveall motion carried unanimously to approve Resolution 21-CB-84 accepting donations made to the Veterans Services Office.

## **R E S O L U T I O N**

**THEREFORE BE IT RESOLVED**, that the Faribault County Board of Commissioners accept the following donations to the Veterans Services office: \$500 from Elks Club of Mankato, \$100 from Emily Winkleman, \$1,100 from DAV Chapter #32, \$10 from Pierre and Lorraine Willette, and \$1,240 from the Blue Earth American Legion.

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Quinn Slaven and Patrick Mahlberg from Summit Carbon Solutions joined the call to present a proposal to develop a carbon capture and storage project in Minnesota, including Faribault County.

\* \* \* \* \*

Public Works Director Mark Daly met regarding office business. Discussion was held regarding possible uses for upcoming funds the County will be receiving from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), due to revenue loss from CSAH funds. A Fall Road Tour was scheduled for 8am Thursday October 21, 2021. Construction updates were given. The five-year construction plan was also discussed.

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County Attorney Cameron Davis and Central Services Director Lexi Scholten met regarding a request to establish a new part time position in the County Attorney's Office. Anderson/Young motion carried unanimously to approve the addition of the new position.

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Groskreutz/Anderson motion carried to approve Resolution 21-CB-85 updating the Rural Minnesota Energy Board Joint Powers Agreement. Commissioners Loveall, Anderson, Young, Groskreutz, and Roper voted yes.

## **R E S O L U T I O N**

**WHEREAS**, the Faribault County Board of Commissioners have considered the need for an updated Rural Minnesota Energy Board Joint Powers Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Faribault County Board of Commissioners approves the updated Rural Minnesota Energy Board Joint Powers Agreement as presented below:

### **RURAL MINNESOTA ENERGY BOARD JOINT POWERS AGREEMENT**

**June 2021**

THIS AGREEMENT IS MADE by and between the Counties of Blue Earth, Brown, Cottonwood, Faribault, Freeborn, Jackson, Lincoln, Lyon, Martin, Mower, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, and Watonwan, collectively, the "Members," and each individually, a "Member", pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, which are signatories to this "Agreement" each having been duly authorized to enter into this Agreement by its respective Board of County Commissioners.

#### **ARTICLE I. ENABLING AUTHORITY AND PURPOSE**

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties.

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- 1.2 The general purpose of this Agreement is to provide for a Joint Powers Organization (JPO) to cooperate in the areas encompassed by the Members in planning, management, and implementation of methods to address all manner of energy, energy transmission, energy conservation, energy funding and energy related issues rural Minnesota.
- 1.3 The Rural Minnesota Energy Board (RMEB) is established as a governmental unit under the above-referenced authority and requirements of Minnesota law to jointly exercise the powers common to the signatories for the general purposes described herein.
- 1.4 The Members expressly authorize the RMEB to issue and sell revenue bonds and other obligations as provided by law, including without limitation Minnesota Statutes, Sections 471.59, Subdivision 11, in order to carry out the purposes of this Agreement.

## **ARTICLE II. DEFINITION OF TERMS**

For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.

- 2.1. “Rural Minnesota Energy Board” or “RMEB” means the Joint Powers Organization created pursuant to this Agreement, hereafter referred to as RMEB.
- 2.2. “Organization” or “JPO” refers to RMEB, unless specifically qualified to refer to another organization.
- 2.3. “Member” means a governmental unit that is a signatory to this Agreement and has not given notice to withdraw pursuant to Article VIII.
- 2.4. “Director” means the primary representative designated by the governing body of the Member of RMEB. Alternate means the secondary representative designated by the governing body of the Member of RMEB to represent and act in the absence of the Director.
- 2.5. “Board” means the governing body of RMEB, consisting of one Director from each Member.

- 2.6. “Governmental Unit” is defined by Subdivision 1, Section 471.59 of Minnesota Statutes, as amended.
- 2.7. Day or days shall refer to calendar days. Fiscal Year shall be the calendar year.
- 2.8. Operating Capital Contribution. Upon approval of the Joint Powers Board, new members of the Rural Minnesota Energy Board shall pay a capital contribution in an amount determined by the Board.
- 2.9. Dues: The Board may annually set dues for Membership in the RMEB.

### **ARTICLE III. JOINT POWERS BOARD**

The administrative and executive functions of the activities contemplated by this Agreement shall be administered and carried out by a Joint Powers Board

- 3.1 The Joint Powers Board (“Board”) shall take such action as it deems necessary and proper to accomplish the purposes of RMEB and any other action necessary and incidental to the implementation of said purpose or action. The Board is hereby authorized to exercise such authority and powers common to the Members as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 3.2 Members, by executing this Agreement, recognize the Board as the governing authority of RMEB.
- 3.3 The Board shall be made up of one Director (or alternate) appointed by the governing board of each Member Governmental Unit. The Director shall be a board member of the governing body of the Member. Any Director or Alternate shall be subject to removal by the appointing governing board at any time, with or without cause. A vacancy of a Director or Alternate shall be filled by the governing body of the Member who appointed the Director or Alternate.
- 3.4 Directors and Alternates shall serve without compensation from RMEB, but this shall not prevent a Member from providing compensation for its Director or Alternates, if such compensation is authorized by such Governmental Unit and by law.

- 3.5. Subject to the limitations of Article IV, the Board shall have the power to make contracts as it deems necessary to make effective any power to be exercised by RMEB pursuant to this Agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to hire legal counsel and other professional advisors; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of RMEB; to acquire, hold and dispose of personal both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member or with a number of Members or elsewhere. The Board is authorized to contract with third parties or consulting services as may be, in the judgment of the Board, necessary or desirable from time to time in order to carry out the purposes of this Agreement.
- 3.6 Subject to the limitations of Article IV, the Board shall be authorized to own, purchase, sell, construct, operate and maintain energy facilities and other equipment necessary or collateral to their operation; and the Board is further authorized to enter into contracts for the purchase, acquisition, construction, sale, provision, operation or maintenance of energy facilities and equipment necessary for their operations.
- 3.7 Subject to the limitations of Article IV, the Board shall develop and submit for approval of the governing boards of its Members an energy management plan;
- 3.8 The Board may establish and collect dues from its Members.
- 3.9 The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- 3.10 The Board shall cause a regular, periodic independent audit of the books to be made and shall make a regular, periodic financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.
- 3.11 The Board shall establish the annual budget for RMEB as provided in this Agreement.

- 3.12 The Board shall adopt and follow such bylaws as may be appropriate and consistent with this agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Board.
- 3.13 The Board may establish such committees as it deems appropriate and may delegate authority to such committees to take action between Board meetings as the Board shall see fit, consistent with the authority of this Agreement.
- 3.14 The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of RMEB. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of county funds.
- 3.15 The Board may pay reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with their duties as such.
- 3.16 The Board shall provide for its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which counties are authorized or required by law to make.
- 3.17 The Board may purchase public liability insurance and such other bonds or insurance as it may deem necessary.
- 3.18 The Board may develop additional rules concerning the financing of RMEB and the disbursement of funds may be adopted by the Board provided they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 3.19 The Board is authorized to enter into negotiations with the owner or operator of any new or existing energy facility(ies) on behalf of the Members and to recommend to each Member County the acceptance of any proposal for the facilities as may be appropriate under the circumstances in the best judgment of the Board.
- 3.20 The Board may exercise any power necessary and incidental to the implementation of its powers and duties.

- 3.21 The Board shall select from among its Directors a Chairperson, Vice-Chairperson, Secretary, and Treasurer, who shall serve in their respective capacities for one year terms or until their successors are duly qualified to act. No Director shall be deprived of the right to vote by virtue of appointment as an officer of the Board.

#### **ARTICLE IV. FINANCING AND DISBURSEMENT OF FUNDS**

- 4.1 Control of Funds: Board shall have exclusive control over all monies credited to any RMEB fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the JPO and the approval of the Board or duly appointed Committee.
- 4.2 Fiscal Agent: The Board may, by majority vote, designate a unit of government to act as the fiscal agent for the Board. The Fiscal Agent shall establish an account to ensure proper record keeping for all receipts and expenditures. The Fiscal Agent is empowered to prepare a list of proposed obligations of the Board, including expenses incurred by the Fiscal Agent and present them, at regular intervals, to the Board for approval. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the Fiscal Agent.
- 4.3 Annual Budget: The Board shall prepare an annual budget in June/July each year to cover the administrative and planning costs of these joint powers and the Board, and agree that they shall continue to do so for each year of its existence. These costs will be paid equally ("Equal Share") by each Member up to a ceiling of \$3,500 per County per year, and further costs shall be based on per capita ("Proportional Share") as described in 4.4. For purposes of this Article, a feasibility study is considered a capital expenditure and not a planning cost.
- 4.4 Capital Expenditures. The Board shall prepare and approve a capital expenditures budget in June/July each year. The Counties agree that the counties utilizing the facility(ies) or service(s) included in the capital expenditures budget shall appropriate funds based on a Proportional Share, derived from population data from the most recent United States Census.

The ratios shall be adjusted as each decennial Census results become available, and shall be adjusted upon the admission of additional counties or withdrawal of present counties to the Board.



The Board shall have the authority to authorize the expenditure of the appropriated and contributed funds for the purposes designated in this Agreement with the following limitations:

- Any decision for a Capital Project shall be brought back to each Member County Board for a vote.
- If a Member County chooses not to participate in a capital project, it will not be held fiscally liable for said capital project.
- The Voting Directors of a Member Counties choosing not to participate in a particular capital project shall not be eligible to vote on operational matters pertaining to said capital project.

No expenditure may be made by or on behalf of the Board in a manner or for a purpose not authorized by law nor may any contract or purchase be made that does not comply with applicable provisions of the Uniform Municipal Contracting Law as adopted in the State of Minnesota and amended from time to time.

- 4.5 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members.
- 4.6 RMEB will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of RMEB. The Fiscal Agent shall allow the Counties and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to its records, at reasonable hours; including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this agreement, for the purpose of Audit.

#### **ARTICLE V. PROCEDURE TO JOIN**

- 5.1 If a County wishes to join RMEB as a Member, it may make written application to the Board. The application shall consist of the governing body of the County seeking membership adopting a resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement.

The County seeking membership Governmental Unit shall formally submit the adopted resolution under cover to the Chair of the RMEB Board. Upon a two-thirds (2/3) approval of the Governing Boards of Member Counties that have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 6.3. The Board shall notify all Members in writing of the decision. .

- 5.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Board.
- 5.3 At the time of application, RMEB shall notify the applying County Board of the amount of operation capital contribution the applying County Board will be required to contribute upon

becoming a Member. Approval of membership shall be contingent upon agreement of the applying County making a capital contribution as determined by the Board.

#### **ARTICLE VI. SUSPENSION OF VOTING RIGHTS**

- 6.1. The Board shall provide written notice by personal service, certified mail or via electronic mail using an application such as DocuSign, to the County Administrator /Coordinator, Auditor and voting Director of the Member County in default in its payment of dues within sixty (60) days. If the Member County fails to make payment of its dues within sixty (60) days of notice being served, the Director's voting privileges shall be suspended until such dues are paid in full.
- 6.2. By Resolutions adopted by 2/3 of the remaining Member County Boards, a non-compliant Member may be expelled from the RMEB for failure to pay its dues within 120 days of becoming due, or upon failure to fulfill other obligations undertaken by the Member pursuant to the terms of this Agreement. Such expulsion shall not in any way limit or constitute a waiver of remedies available to the remaining Members for default or breach of this Agreement.
- 6.3. No Member county may be expelled from membership in the Board unless it shall have been notified in writing of the item or items of non-performance and have failed within 90 days following submission of such notice to cure the default.
- 6.4. Upon expulsion an expelled County shall pay its equal and proportional share of the Board's financial liability and other damages as if it had withdrawn pursuant to Article VII.

#### **ARTICLE VII. RIGHT TO WITHDRAW**

- 7.1. A Member County Board may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The Member County Board's resolution shall be submitted under cover letter and sent via certified mail, electronic mail via DocuSign or a similar application, or hand delivered with an affidavit of personal service to the County Administrator/Coordinator, Auditor, and voting Director of each Member County and to the Board Chair of RMEB. The Notice must be received six (6) months prior to the effective date.
- 7.2. Following service of Notice of Withdrawal, the voting Director of the withdrawing Member County's voting rights shall be suspended.
- 7.3. If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining Members.

- 7.4 A Member withdrawing from RMEB shall make payment to the Board its prorated share of any liquidated damages or penalties for which the remaining Counties may be liable and pay its equal and proportional share of the Board's financial liability. RMEB and the remaining Members shall make reasonable efforts to mitigate the damages which may be incurred as a result of the withdrawal of any County.
- 7.5 The withdrawing Member shall be paid a proportionate share of the liquid, unencumbered, surplus monies in proportion to its capital contribution, less any un-recouped funds owing to RMEB. Nothing in this section shall be construed as requiring RMEB or any of its Members to repay a withdrawing Member dollar for dollar its capital contribution, nor shall it be construed as alleviating the withdrawing Members obligations under § 7.4 or other agreements.

#### **ARTICLE VIII. DISSOLUTION**

- 8.1. RMEB shall be dissolved:
- a. Whenever a sufficient number of Members withdraws from RMEB to reduce the total number of Members to less than two (2); or
  - b. Two-thirds (2/3) of the governing boards of the Members who have not given a notice to withdraw vote to dissolve.
- A Member which has given notice of withdrawal shall not be counted under this subsection.
- 8.2. Upon dissolution, the remaining assets of RMEB, after payment of all obligations, shall be distributed among the then existing Members and those former Members who had been members within the previous two-year period in proportion to their contributions as determined by the Board, less any funds previously paid to them pursuant to § 7.5.
- 8.3 Winding-up and Distribution. Upon termination of this Agreement, RMEB shall be dissolved. The Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement.

## **ARTICLE IX. DATA PRACTICES AND PROCEDURES**

All Members agree to comply with state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, storage, or dissemination of private data, nonpublic and confidential data, as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and or any other applicable state or federal laws.

## **ARTICLE X. AMENDMENTS**

- 10.1 Amendments to this Agreement may be proposed either by the Board or by governing boards of Members. Some changes may be mandated by law. Notice of proposed changes shall be served on the Members by certified mail not later than 60 days prior to the proposed change unless an earlier date is mandated by a change in law. Service shall be accomplished by notice to the County Administrator or Coordinator and County Auditor and the voting Director.
- 10.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of governing boards of Members who have not given a notice to withdraw, and shall be approved by the governing boards of Members at least 30 days prior to the effective date.
- 10.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as this Agreement is terminated.

## **ARTICLE XI. INDEMNIFICATION AND HOLD HARMLESS**

- 11.1 RMEB shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. RMEB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 11.2 RMEB shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the employees or agents of RMEB. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 11.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1(a); provided further that for

purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 11.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Parties/Members to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties/Members.

## **ARTICLE XII. ARBITRATION**

Any dispute or controversy between a County and the Board arising out of or related to the execution, performance, interpretation or breach of this agreement, or any of its terms or conditions shall, at the election of either party, be submitted for resolution to an arbitrator selected and acting in accordance with arbitration rules promulgated by the American Arbitration Association. Any decision by such arbitrator shall be final, subject to the rights of appeal, modification, verification, or confirmation before a court of competent jurisdiction.

## **ARTICLE XIII. GOVERNING LAW, FINALITY, SEVERABILITY**

- 13.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 13.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 13.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement. This Agreement may be executed in multiple parts.

## **ARTICLE XIV. DURATION**

This Agreement shall continue in effect indefinitely, unless terminated in accordance with its terms, or superseded by a subsequent joint powers agreement specifically related to the purposes of this Agreement.

## **ARTICLE XV. NOTICE**

Notice as required under this Agreement shall be given in writing by certified mail, electronically via an application such as DocuSign, or personal service with affidavit of service to the County Administrator/County Coordinator, County Auditor and voting Director and the Board Chair of RMEB as well as RMEB staff.

## **ARTICLE XVI. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By virtue of the duly authorized signatures set forth below, the Counties hereby make this Agreement.

\* \* \* \* \*

Young/Loveall motion carried approving Resolution 21-CB-86 allowing for the repurchase of tax forfeited Parcel No. 25.032.0390 in Elmore by the prior owner. Commissioners Anderson, Groskreutz, Young, Loveall, and Roper voted yes.

## **R E S O L U T I O N**

**WHEREAS,** Parcel 25.032.0390 was forfeited to the State of Minnesota in favor of the Taxing Districts and

**WHEREAS,** the prior owner, David W. Hunter, has applied to repurchase the parcel pursuant to Minn. Stat. 282.241 to 282.324, and

**WHEREAS,** the Faribault County Board of Commissioners has considered the application to repurchase the parcel and finds that it would be a hardship for the owner to lose their lot and that the repurchase would be in the public's best interest,

**WHEREAS,** the repurchase price was paid in full on August 26, 2021.

**THEREFORE, BE IT RESOLVED** that David W. Hunter, the former owner of parcel #25.032.0390 described as to that part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Thirty-two (32) in Township One Hundred One (101) North, Range Twenty-seven (27) West of the Fifth Principal Meridian in the County of Faribault and State of Minnesota, bounded and described as follows:

Commencing at the intersection of the West line of Youmans Avenue and the Westerly extension of the North line of Minnesota Street; thence Northerly along said West line of Youmans Avenue, a distance of 158 feet to the point of beginning of the parcel of land herein described,

thence continuing Northerly along said West line of Youmans Avenue, a distance of 155 feet; thence Westerly parallel with the North line of the Southeast Quarter (SE1/4 of said Section Thirty-two (32)), a distance of 270 feet; thence Southerly parallel with the West line of Youmans Avenue, a distance of 313 feet, more or less, to a point on the Westerly extension of the North line of said Minnesota Street; thence Easterly along said North line, extended of Minnesota Street, a distance of 145 feet, more or less to a point distant 125 feet Westerly, measured along said North line, extended of Minnesota Street, from the West line of said Youmans Avenue; thence Northerly parallel with said West line of Youmans Avenue a distance of 158 feet, more or less, to a point on a line drawn parallel with said North line, extended of Minnesota Street, through the point of beginning; thence Easterly along, said last described parallel line, a distance of 125 feet to point of beginning

#### LESS AND EXCEPTING

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 32, Township 101 North, Range 27 West in the City of Elmore, Faribault County, Minnesota, described as follows:

Commencing at the intersection of the west line of Youmans Avenue (also known as Yeoman Street) and the westerly extension of the north line of Minnesota Street in the City of Elmore, Faribault County, Minnesota; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the west line of Youmans Avenue a distance of 158.00 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the north line of Minnesota Street a distance of 125.00 feet to the point of beginning; thence South 0 degrees 00 minutes 00 seconds West parallel with the west line of Youmans Avenue a distance of 158.00 feet to the westerly extension of the north line of Minnesota Street; thence South 90 degrees 00 minutes 00 seconds West along said westerly extension a distance of 145.00 feet to the west line of a tract of land deeded to Cargill, Inc., and recorded and described in the office of the Faribault County Recorder in Document No. 257561; thence North 0 degrees 00 minutes 00 seconds East along the West line of said Cargill, Inc. tract a distance of 182.00 feet; thence North 90 degrees 00 minutes 00 seconds East parallel with the north line of Minnesota Street a distance of 145.00 feet to a line lying parallel with and 125.00 feet West (as measured along the westerly extension of the north line of Minnesota Street) of the west line of Youmans Avenue; thence South 0 degrees 00 minutes 00 seconds West parallel with the west line of Youmans Avenue a distance of 24.00 feet to the point of beginning

be allowed to repurchase said parcel with the payment in full of the reinstated taxes, assessments, fees, and costs as follows:

Basic Sales Price	\$ 1,374.06
State Deed Tax	\$ 1.65
State Deed Fee	\$ 25.00
County Service Fee	\$ 100.00

County Forfeiture Fee	\$ 120.00
County Recording Fee	\$ 46.00
Current Year Tax	\$ 281.40
Total Repurchase Price	<u>\$ 1,948.11</u>

\* \* \* \* \*

Groskreutz/Loveall motion carried approving Resolution 21-CB-87 allowing for the repurchase of tax forfeited Parcel No. 31.643.1810 in Winnebago by the prior owner. Commissioners Young, Anderson, Groskreutz, Loveall, and Roper voted yes.

## R E S O L U T I O N

**WHEREAS,** Parcel 31.643.1810 was forfeited to the State of Minnesota in favor of the Taxing Districts and

**WHEREAS,** the prior owner, Jordan Gall, has applied to repurchase the parcel pursuant to Minn. Stat. 282.241 to 282.324, and

**WHEREAS,** the Faribault County Board of Commissioners has considered the application to repurchase the parcel and finds that it would be a hardship for the owner to lose the property and that the repurchase would be in the public's best interest,

**WHEREAS,** the repurchase price was paid in full on August 23, 2021.

**THEREFORE, BE IT RESOLVED** that Jordan Gall, the former owner of parcel #31.643.1810 described as Lots One (1) and Two (2) in Block Seven (7) as designated upon the recorded plat of Wallace's Addition to Winnebago City (now City of Winnebago), Faribault County, Minnesota, on file in the Office of the Register of Deeds (now County Recorder) of said County be allowed to repurchase said parcel with the payment in full of the reinstated taxes, assessments, fees, and costs as follows:

Basic Sales Price	\$ 1,711.05
State Deed Tax	\$ 1.65
State Deed Fee	\$ 25.00
County Service Fee	\$ 100.00
County Forfeiture Fee	\$ 120.00
County Recording Fee	\$ 46.00
Current Year Tax	\$ 743.40
Total Repurchase Price	<u>\$ 2,747.10</u>

09-07-2021



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A work session was set for 8:00 a.m. September 21, 2021, for a virtual tax forfeiture tour via Zoom in the county boardroom.

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Anderson/Groskreutz motion carried unanimously to approve training requests from S. Van Moer to attend a 2-day MCIT human resources conference in St. Cloud, L. Scholten to attend a 3-day MCHRMA fall conference in Deerwood, and S. Robbins to attend a 4-day MAAO fall conference in Breezy Point.

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Groskreutz/Young motion carried unanimously to pay audit list and auxiliary totaling \$ 581,476.64 as follows:

GENERAL REVENUE FUND	\$ 148,590.67
PUBLIC WORKS FUND	168,221.78
HUMAN SERVICES FUND	222,521.37
ECONOMIC DEVELOPMENT AUTHORITY	3.18
COUNTY LIBRARY FUND	4,459.04
DITCH FUND	36,602.38
FORFEITED TAX SALE FUND	72.65
NON REV/DISB A	1,005.57
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	\$ 581,476.64

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The meeting was recessed to 9:00 a.m. September 21, 2021.

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John Roper, Chair

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Sarah Van Moer, Acting Clerk to the Board