

FARIBAULT COUNTY
BOARD OF COMMISSIONERS
OFFICIAL PROCEEDINGS
MAY 3, 2022

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 May 3, 2022. The following members were present: Tom Loveall, Bruce Anderson, Bill Groskreutz, John Roper, and Greg Young Commissioners. Auditor/Treasurer/Coordinator Darren Esser, Acting Clerk to the Board Sarah Van Moer, Deputy Tom Elmer, members of the public K. Mertens, and M. Steele also attended. Participating virtually were Faribault County employees J. Blair, G. Paschke, K. Anderson, L. Scholten, M. Lore, S. Hauskins, and L. Rebuffoni.

The meeting was called to order by Chair Young.

The pledge of allegiance was recited.

* * * * *

Anderson/Loveall motion carried unanimously to approve the synopsis and official proceedings of the April 19, 2022 regular meeting.

* * * * *

Groskreutz/Anderson motion carried unanimously to approve the agenda of May 3, 2022.

* * * * *

The calendar was updated.

No members of the public appeared during public comment.

* * * * *

Committee reports were given. Groskreutz reported on EMS, Toward Zero Deaths, HRA, and the Wells board of appeal meeting. Roper reported on RMEB. Anderson reported on parks. Loveall reported on One Watershed, One Plan. Young reported on planning & zoning.

* * * * *

A public hearing was held to consider the creation of a subordinate service district in section 6 of Blue Earth Township for Riverside Heights Subdivision. Landowners Daryl Murray, Bernard Malone, and Corey Survis attended.

Anderson/Groskreutz motion carried unanimously to adopt Resolution 22-CB-36 establishing the Riverside Heights Subordinate Service District. Commissioners Groskreutz, Anderson, Loveall, and Young voted yes. Commissioner Roper abstained from voting.

RESOLUTION

05-03-22

-97-

Establishment of the Riverside Heights Subordinate Service District

WHEREAS, the Riverside Heights residents have petitioned Faribault County to create a subordinate service district to facilitate the installation and financing of an upgraded sewage system to serve the Riverside Heights area; and

WHEREAS, the residents of Riverside Heights, with the help of Faribault County, have taken a progressive series of steps in building community support, assessing alternatives, and researching funding options for the repair or replacement of their community sewage collection and treatment systems to serve an estimated 25 homes or more in that area of Blue Earth Township, and

WHEREAS, on May 3, 2022, the Faribault County Board of Commissioners held a hearing pursuant to Minnesota Statutes 375B.05 to create a Subordinate Service District to be known as the Riverside Heights Subordinate Service District to provide sewer system services pursuant to Minnesota Statute 444.075, and

NOW THEREFORE BE IT RESOLVED, that the Faribault County Board of Commissioners hereby declares that in accordance with Minnesota Statutes 375B, that the "Riverside Heights Subordinate Service District" is hereby created for the purpose of providing sanitary sewer service to the Subordinate Service District pursuant to Minnesota Statute 444.075. Funding for the proposed sanitary sewer service is anticipated from several sources including but not necessarily limited to: USDA Rural Development, MPCA Public Facilities Authority, MPCA Clean Water State Revolving Fund, MPCA Point Source Implementation Grant, and special assessments levied upon affected parcels of land; and

BE IT FURTHER RESOLVED that the legal description of the said subordinate service district is defined as follows;

The Riverside Heights Subordinate Service District is comprised of land in the North half of the Southeast Quarter of Section 6, Township 102 North, Range 27 West, Faribault County, Minnesota described as follows:

A tract of land commencing at the point of intersection of the North line of the Southeast Quarter of Section 6, Township 102 North, Range 27 West, Fifth Principal Meridian with the West right of way line of the former Minnesota Trunk Highway U.S. number 169, now Faribault County State Aid Highway 6, as said right of way existed in 1950, thence West along the North line of Said Southeast Quarter of said Section 6 a distance of 1239.4 feet to an iron pin, thence South a distance of 208.5 feet, thence South 20°39' East a distance of 325.5 feet, thence South 50°01' East a distance of 738.2 feet, thence South 86°52' East a distance of 501.9 feet to an iron pin on the said West right of way line of said former Highway number 169, now Faribault County State Aid Highway 6, thence Northerly and along said right of way line a distance of 985.5 feet to the place of beginning. Said tract is more commonly known as Riverside Heights, according to the plat on file and of record in the office of the Faribault County Recorder.

Together with a tract of land commencing at the northeast corner of Riverside Heights, according to the plat on file and of record in the office of the Faribault County Recorder, said northeast corner being at the point of intersection of the North line of the Southeast Quarter of Section 6, Township 102 North, Range 27 West and the west right-of-way line

of former Minnesota Trunk Highway No. 169 as said right-of-way existed in 1950; thence West along the North line of the Southeast Quarter a distance of 1239.4 feet to the point of beginning and northwest corner of Riverside Heights; thence continuing West along the North line of the Southeast Quarter a distance of 328 feet to a fencepost; thence South deflecting 90 degrees Left a distance of 619 feet to a fencepost; thence East parallel with the North line of the Southeast Quarter a distance of 312 feet to a fencepost; thence southeasterly deflecting 60 degrees Right a distance of 517 feet to a fencepost; thence northeasterly deflecting 74 degrees left a distance of 417 feet to a fencepost; thence easterly deflecting 14 degrees Right a distance of 567 feet to a fencepost on said west right of way line of former Minnesota Trunk Highway No. 169; thence north along said west right of way line a distance of 55 feet, more or less, to the southeast corner of Riverside Heights; thence Westerly, Northwesterly, and Northerly along the southwesterly and westerly lines of Riverside heights a total distance of 1774.1 feet, more or less, to the point of beginning.

Said Riverside Heights Subordinate Service District contains approximately 33.5 acres.

BE IT FURTHER RESOLVED, that the Faribault County Board of Commissioners shall by separate resolution create a management board to establish budgets, create by-laws and to propose policies to the County Board to create, finance, maintain and operate said sewer system and to ensure that all of the sewered structures in the "Riverside Heights Subordinate Service District" be connected to the sanitary sewer system once service is available and that this policy may be implemented by the enactment of future resolutions and/or by-laws of the Subordinate Service District and the County Board.

* * * * *

Sheriff Mike Gormley and Chief Deputy Scott Adams met regarding office business.

Groskreutz/Anderson motion carried unanimously to adopt Resolution 22-CB-35 approving the Financial Crimes Task Force Joint Powers Agreement. Commissioners Groskreutz, Anderson, Roper, Loveall, and Young voted yes.

R E S O L U T I O N

WHEREAS, the Faribault County Board of Commissioners have considered the need for a Financial Crimes Task Force Joint Powers Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Faribault County Board of Commissioners approves the Financial Crimes Task Force Joint Powers Agreement as presented below:

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Faribault acting on behalf of its Sheriff's Office, 320 Dr. H. Russ Street, Blue Earth, MN 56013 ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the BCA and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute identity theft and related financial crimes; and the

Governmental Unit wishes to participate as a member of the Minnesota Financial Crimes Task Force (“MNFCTF”).

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires March 30, 2027 unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement which will allow the Governmental Unit to become a member of the MNFCTF. The MNFCTF has a three-pronged approach consisting of **prevention, education and enforcement** to combat financial crimes.

3. Standards

The Governmental Unit will adhere to the MNFCTF standards identified below:

- 3.1** Provide and assign only licensed peace officers for services pursuant to this Agreement.
- 3.2** Investigate major financial crimes by organized groups or individuals related to identity theft, e.g. bank fraud, wire fraud, access device fraud, commercial fraud, retail fraud and other similar economically-related forms of fraud (as defined in Minnesota Statutes § 609.52).
- 3.3** Prepare an investigative plan for each case assigned which will include: the identification of witnesses and witness statements; and obtaining and analyzing appropriate bank and business records.
- 3.4** Prepare a case synopsis that will include witness lists and relevant evidence for presentation to state and/or federal prosecutors for prosecution.
- 3.5** Comply with state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures including compliance with proper legal procedures in securing evidence and, when applicable, recovery of computers.
- 3.6** Understand and use appropriate legal procedures in the handling of informants including documentation of identity, monitoring of activities, use and recordation of payments.
- 3.7** Use, as appropriate, a comprehensive portfolio of investigative technologies and techniques including surveillance, covert technologies and undercover assignments.
- 3.8** Interview and prepare reports on the victims of financial crimes, directing those victims to appropriate public and private resources to assist them in the recovery of their identities.
- 3.9** Investigate cases involving cross-jurisdictional and/or organized financial crime and high value theft schemes. [Note: An assignment may require travel throughout Greater Minnesota in addition to the seven county metropolitan area as investigations expand or as assigned by the task force commander.]

4. Responsibilities of the Governmental Unit and the BCA

- 4.1** The Governmental Unit will:
- 4.1.1** Conduct investigations in accordance with provisions of the Minnesota Financial Crimes Task Force standards, identified in clause 3 above, and conclude such investigations in a timely manner.
 - 4.1.2** Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded quarterly to the MNFCTF Commander, or the Commander's designee, for statistical reporting purposes.
 - 4.1.3** Assign one or more employees of the Governmental Unit as members to the MNFCTF. All employees of the Governmental Unit assigned as members, and while performing MNFCTF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNFCTF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.
 - 4.1.4** Make a reasonable good faith attempt to be represented at all scheduled MNFCTF meetings in order to share information and resources among the MNFCTF members.
 - 4.1.5** Participate fully in any audits required by the Minnesota Financial Crimes Task Force.
- 4.2** The parties mutually agree that any investigators assigned to the MNFCTF by the Governmental Unit will be provided an undercover vehicle and basic equipment, e.g. gun, handcuffs, vest, etc., by the Governmental Unit.
- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Reimbursement Requests and Payments

- 5.1** Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.
- 5.2** Governmental Unit must supply original receipts or readable copies of receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the person below or his successor:

Name:	Donald Cheung, MNFCTF Commander
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East

Saint Paul, MN 55106
Telephone: 651.793.1072
E-mail Address: donald.cheung@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Mike Gormley, Sheriff
Address: Faribault County Sheriff's Office
320 Dr. H. Russ Street
Blue Earth, MN 56013
Telephone: 507.526.4880
E-mail Address: mikeg@frcsd.org

If the Governmental Units Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil

remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The 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.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNFCTF Commander, in a timely manner, all investigative equipment that was acquired with funding received under this Agreement.

13. E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the BCA, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the BCA. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to the BCA upon request.

14. Other Provisions

- 14.1** None.

15. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

* * * * *

Tom Hennis and Sarah Eischens met to present the quarterly Sentencing to Service (STS) report.

* * * * *

Mark Daly met regarding Public Works business. The annual report was discussed, and an update given on construction plans.

Anderson/Groskreutz motion carried unanimously to approve advertising for a temporary maintenance man for the summer season.

Loveall/Anderson motion carried unanimously to create a revised lease for a period of one year starting August 1, 2022 at a cost of \$600.00 rent for the public works shop building in Frost.

Anderson/Loveall motion carried unanimously to begin advertising for annual fuel supply bids.

Discussion was held regarding the draft of a new policy for municipal CSAH maintenance repairs. Wells City Administrator Connor LaPointe attended.

Groskreutz/Anderson motion carried for the county to cover 100% of the cost of replacement of concrete panels on County Road 32 in the City of Wells. Commissioner Loveall voted no.

* * * * *

Lexi Scholten met regarding Central Services business.

A work session was scheduled for May 9th, 2022, at 8 a.m. in the board room to discuss insurance, followed by a liquor and tobacco licensing fee work session.

* * * * *

Anderson/Roper motion carried unanimously to approve Amendment No. 01 to the Construction Manager Agreement with Kraus-Anderson Construction Company extending the term from 5 months to 10 months.

* * * * *

Loveall/Groskreutz motion carried unanimously awarding the electrical bid for the courthouse HVAC project to Laketown Electric Corporation for the low bid amount of \$170,000.00.

* * * * *

Roper/Anderson motion carried unanimously to approve the carpentry contract for the courthouse HVAC project with Century Construction Company and directing the county coordinator to sign the contract electronically.

* * * * *

Loveall/Anderson motion carried unanimously to approve the training request from L. Rebuffoni to attend a Minnesota Association of Planning & Zoning Annual Conference in Baxter.

* * * * *

Loveall/Groskreutz motion carried unanimously to pay the following bills:

Audit list and auxiliary totaling \$391,398.60 as follows:

GENERAL REVENUE FUND	\$ 96,820.10
PUBLIC WORKS FUND	47,276.14
HUMAN SERVICES FUND	221,789.58
DITCH FUND	24,570.50
NON REV/DISB A FUND	942.28
	<hr/>
	\$391,398.60

* * * * *

The meeting was recessed to May 17th, 2022.

Greg Young, Chair

Sarah Van Moer, Acting Clerk to the Board