

FARIBAUT COUNTY
BOARD OF COMMISSIONERS
OFFICIAL PROCEEDINGS
DECEMBER 1, 2020

The Faribault County Board of Commissioners met in regular session via teleconference in the City of Blue Earth at 1:00 p.m. on December 1, 2020. The following members were present: Bill Groskreutz, Tom Loveall, John Roper, Tom Warmka, and Greg Young Commissioners. County Auditor/Treasurer/Coordinator Darren Esser, County Attorney Kathryn Karjala, Central Services Director Lexi Scholten, and Acting Clerk to the Board Clara Vereide were also present. Also participating in the call were Faribault County employees: K. Anderson, J. Blair, M. Lore; members of public: Kevin Mertens.

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

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Young/Loveall motion carried unanimously to approve the synopsis and official proceedings of the November 17, 2020 regular and drainage authority meetings and November 3, 2020 drainage authority meeting.

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Groskreutz/Young motion carried unanimously to approve the agenda of December 1, 2020

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The calendar was updated. No member of the public appeared during public comment.

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Commissioner Young excused himself from the meeting.

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Committee reports were presented. Warmka reported on RMEB, GBERBA, and EMS Board.

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Sheriff Mike Gormley met regarding sheriff business.

Loveall/Roper motion carried unanimously to approve Resolution 20-CB-79 for a 2-year aquatic invasive species grant. Commissioners Groskreutz, Loveall, Roper, and Warmka voted yes.

R E S O L U T I O N

WHEREAS, there are fifteen water bodies in Faribault County and it is unknown if the lakes are infested with an aquatic invasive species (AIS), and;

WHEREAS, Zebra Mussels, and other AIS are known to prolifically spread from lake to lake by human activities and may have detrimental impacts on the ecological, economic, and recreational vitality of lakes in this county and;

WHEREAS, MN Statute 477A.19 enacted by the Legislature in 2014 provides Minnesota counties a County Aid Program Aid grant for Aquatic Invasive Species (AIS) prevention. Faribault County was allocated approximately \$30,002.00 for 2020 and \$29,947.00 in 2021 and years following, and;

WHEREAS, the legislation requires that the County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds, which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County and submit a copy of the guidelines for the use of the proceeds to the Department of Natural Resources by December of the year the payments are received.

NOW, THEREFORE, BE IT RESOLVED that the Faribault County Board of Commissioners:

1. Designates oversight of AIS to the Faribault County Sheriff's Office and the Faribault County Soil and Water District and delegates them the responsibility to prepare and implement annually a plan to allocate the funding in accordance with the above legislation.
2. Directs the Faribault County Sheriff's Office and the Faribault County Soil and Water District to assemble and facilitate a County AIS Task Force consisting of local stakeholders including local residence, lake associations, sportsmen's clubs, lake property owners, and local government units.
3. Seeks to develop a County AIS plan based on the following over-arching goals:
 - a. Preserve Faribault County's aquatic recreational heritage by engaging positive approaches to address AIS that assist and educate tourists to reach 100% compliance.
 - b. Improve the efficiency of inspections so as to welcome boaters and expedite loading and launching, while ensuring watercraft are free of AIS and boaters are imbued in prevention practices.
 - c. Implement sustainable AIS prevention practices across Faribault County through partnerships with water recreation-based businesses, individual lake associations, and local government units.
 - d. Collaborate to develop and/or deliver educational curriculum and public relations messaging that reaches the broadest audience with a consistent message about AIS and how everyone can efficiently stop the spread.
 - e. Identify and implement proven and/or innovative methods to manage existing AIS infestations that limit the potential for spreading and reduce impacts of AIS on lake ecology and recreational use.
4. Supports involvement in and funding of multi-county collaborative efforts for educational and awareness campaigns, inspection and decontamination programs, and research projects related to AIS that provide benefits to Faribault County residents and resources.

BE IT FURTHER RESOLVED that the Faribault County Sheriff Department and Soil and Water District shall establish an annual budget for, and oversee the implementation of, activities outlined in the County AIS Plan, which shall be reviewed and revised from time to time with input from the AIS Task Force and shall report annually to the Board and the State on the progress of plan initiatives and expenditures of County Aid for AIS Prevention.

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Roper/Groskreutz motion carried unanimously to approve Resolution 20-CB-80 accepting the Greater Blue Earth River Basin Alliance (GBERBA) updated joint powers agreement. Commissioners Groskreutz, Loveall, Roper, and Warmka voted yes.

RESOLUTION

WHEREAS, the Faribault County Board of Commissioners have considered the need for an updated Greater Blue Earth River Basin Alliance Joint Powers Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Faribault County Board of Commissioners approves the updated Greater Blue Earth River Basin Alliance Joint Powers Agreement as presented below:

GREATER BLUE EARTH RIVER BASIN ALLIANCE JOINT POWERS AGREEMENT

This agreement is made by and between the undersigned Counties and Soil and Water Conservation Districts located within the Blue Earth River, Le Sueur River and Watonwan River Watersheds, which are all Governmental Units as defined in subdivision 1, Section 471.59, and hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.” This agreement replaces all prior joint powers agreements.

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.
- 1.2 The general purpose of this Agreement is to provide for a Joint Powers Organization (JPO) through which the parties may jointly and cooperatively engage in conservation measures for the benefit of the watersheds and the members; and organize, implement and maintain Comprehensive Watershed Management Plan(s) pursuant to Minnesota Statutes Chapters 103B, 103C, 103D, and 103E.
- 1.3 The Greater Blue Earth River Basin Alliance (GBERBA) was established in July 1, 2003, and is reaffirmed 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. This Joint Powers Agreement (JPA) replaces all prior JPAs.

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 The Greater Blue Earth River Basin Alliance (GBERBA) means the Joint Powers Organization created pursuant to this Agreement, hereafter referred to as GBERBA.

- 2.2 “Organization” or “JPO” refers to GBERBA, unless specifically qualified to refer to another organization.
- 2.3 “Member” means the County and Soil and Water Conservation District that has not given notice to withdraw pursuant to Article VIII.
- 2.4 “Director” means the primary representative designated by the governing board of the Member of GBERBA. Alternate means the secondary representative designated by the governing board of the Member of GBERBA to represent and act in the absence of the Director.
- 2.5 “Board” means the governing body of GBERBA, consisting of one Director from each Member.
- 2.6 “Executive Committee” consists of the Chair, Vice Chair, Secretary, Treasurer and two Directors at large who meet on a regular basis to address operational decisions.
- 2.7 “Governmental Unit” is defined by Subdivision 1, Section 471.59 of Minnesota Statutes, as amended.
- 2.8 Day or days shall refer to calendar days. Fiscal Year shall be the calendar year.

ARTICLE III 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 GBERBA 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 the purpose of the GBERBA.
- 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 GBERBA.
- 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 board of the Member. Any Director or Alternate shall be subject to removal by the appointing Member’s governing board at any time, with or without cause. A vacancy of a Director or Alternate shall be filled by the governing board of the Member who appointed the Director or Alternate.
- 3.4 Directors and Alternates shall serve without compensation or per diems for Board meetings from GBERBA, but this shall not prevent the appointing Member from providing compensation for its Director or Alternates, if such compensation is authorized by such Governmental Unit and by law.

ARTICLE IV POWERS AND DUTIES OF THE BOARD

- 4.1 The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of GBERBA, assure implementation of a comprehensive watershed management plan, conserve soil and water resources through the implementation of practices and programs that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters. Any of the foregoing activities, or any other activities authorized by this Agreement, may be accomplished by entering into contracts, or other agreements with others, whenever the Board shall deem this to be advisable.
- 4.2 The Board shall have the power to make contracts as it deems necessary to make effective any power to be exercised by GBERBA 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 or enter into employment agreements with such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of GBERBA; and to contract for space, materials, supplies and personnel either with a Member or elsewhere.
- 4.3 The Board may request contributions towards the proposed budget from Members, subject to approval of each Member Boards to fulfill the purposes of this agreement as may be necessary and prudent.
- 4.4 The Board may set dues and fees for Member or other governmental entities.
- 4.5 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.
- 4.6 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. The Board may assign a Fiscal Agent to perform these duties on its behalf and any other financial responsibilities.
- 4.7 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) vote of the Board.
- 4.8 The Board may appoint such standing committees as it deems necessary and prudent and may delegate authority to such committees to act on matters between meetings of the Board to address routine matters as the Board shall see fit. The Board may appoint other special committees as it deems appropriate.

- 4.9 The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of GBERBA. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of county funds.
- 4.10 The Board shall purchase public liability insurance and such other bonds or insurance as it may deem necessary.
- 4.11 The Board may develop additional rules concerning the financing of GBERBA and the disbursement of funds, which may be adopted by the Board provided they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 4.12 The Board may exercise any power necessary and incidental to the implementation of its powers and duties.

ARTICLE V FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Board shall have exclusive control over all monies, including grants, credited to any GBERBA fund in accordance with state and federal laws and rules. The Board may authorize expenditures, contractual and other obligations and encumbrances in accordance with the approved budget.
- 5.2 The Board shall adopt an annual operating budget.
- 5.3 The adopted budget, which shall describe projected income and expenditures, shall be filed with the Members and applicable Minnesota state agencies.
- 5.4 GBERBA will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to or on behalf of GBERBA.
- 5.5 The Board may appoint a Fiscal Coordinator to assist the Board and Executive Committee with the accounting functions in accordance with state and federal law and the requirements of all applicable grants and other financial reporting requirements.
- 5.6 The Executive Board may disperse funds in accordance with the approved budget and encumber funds for specific projects in accordance with guidelines adopted by the Board.

ARTICLE VI PROCEDURE TO JOIN

- 6.1 If a County or Soil and Water Conservation District ("Governmental Unit") located within the three GBERBA watersheds wishes to join GBERBA as a Member, it may make written application to the Board. The application shall consist of the governing board of a Governmental Unit adopting a resolution containing language to indicate full acceptance of the contents of this Joint Powers Agreement.

The Governmental Unit shall formally submit the adopted resolution under cover to the Chair of the GBERBA Board. Upon a two-thirds (2/3) approval of the Directors representing the Members

who have not given a notice to withdraw, the request will be approved. The Board shall notify all Members in writing of its decision.

- 6.2 Approval of membership by the Board shall be contingent upon receipt by GBERBA of dues for one full year from the joining Governmental Unit.

ARTICLE VII RIGHT TO WITHDRAW

- 7.1 A Member may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved Member governing board's resolution shall be submitted under cover letter and sent via certified mail to the Board Chair and Chief Executive of each party to this Agreement and to Board Chair and Administrator of GBERBA. The Notice must be received by July 1 to be effective December 31 providing at least six (6) months for the withdrawal process. Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) vote of the non-withdrawing Members of the Board and the withdrawing Governmental Unit.
- 7.2 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties.
- 7.3 A withdrawing member shall remain responsible for the terms of any separate agreement for project(s) or services, including payment for any such projects.
- 7.4 A Member withdrawing from GBERBA shall not be entitled to any unspent grant dollars, contributions, or reserves, subject to Article VIII.
- 7.5 A Member, having given notice of withdrawal, shall cease having representation on the Executive Committee and shall not have the right to vote on financial matters, amendments to the JPA, By-Laws or dissolution during the six (6) month period between giving notice and termination of membership.

ARTICLE VIII DISSOLUTION

- 8.1 GBERBA shall be dissolved:
- 8.1.1 Whenever a sufficient number of Members withdraws from GBERBA to reduce the total number of Members to less than two (2); or
- 8.1.2 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 GBERBA, after payment of all obligations, shall be distributed among the then existing Members in proportion to their contributions as determined by the Board.
- 8.3 Winding-up and Distribution. Upon termination of this Agreement, GBERBA 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

- 9.1 All Members agree to comply with state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, 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 governing boards of 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.
- 10.2 Amendments to this Agreement must be approved by 2/3 of the governing boards of Members who have not given a notice to withdraw. Amendments shall not go into effect until after approval of those 2/3 of 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 GBERBA 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. GBERBA 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 GBERBA 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 GBERBA. 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; 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 GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 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.
- 12.2 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.
- 12.3 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 XIII 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.

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Roper/Groskreutz motion carried unanimously to approve Resolution 20-CB-81 classifying and setting basic sales price of tax forfeited land on List 2020-B . Commissioners Groskreutz, Loveall, Roper, and Warmka voted yes.

RESOLUTION

WHEREAS, the Faribault County Board of Commissioners desires to offer for sale certain parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, said parcels of land have been viewed by the County Board of Commissioners and the County Board has considered the following:

1. The present use of all parcels of property adjacent to the parcels
2. The potential productivity of the soil that is part of the tax-forfeited land,
3. The character of any forest or other vegetation growing on the tax-forfeited land,
4. The existing and potential accessibility of the tax-forfeited land to established roads, schools, and other public services,
5. The suitability or desirability of the tax-forfeited land for uses, and
6. The suitability of the land's forest resources for multiple uses and sustained yield management, and

WHEREAS, the goal of the classification is to achieve the following:

1. Encourage the most economical and efficient use of the property.
2. Reduce local and state government expenses.
3. Conserve and develop the state's natural resources.
4. Encourage economic development.

NOW, THEREFORE, BE IT RESOLVED, that the Faribault County Board of Commissioners classifies the following parcels as “Non-Conservation Land” pursuant to Minnesota Statutes 282.01, and

BE IT FURTHER RESOLVED, that the Faribault County Board of Commissioners hereby certify that all parcels of land on the Forfeited Tax Classification & Appraisal List 2020-B, a copy of which is on file in the office of the County Auditor, have been viewed and comply with the provisions of Minnesota Statutes 85.012, 92.461, 282.01 subd. 8, and 282.018, and other statutes that require the withholding of tax-forfeited lands from sale.

BE IT FURTHER RESOLVED, that the Faribault County Board of Commissioners hereby determines that the list of parcels does not need approval from the Minnesota Department of Natural Resources to be offered for sale, and

BE IT FURTHER RESOLVED, that the basic sales price be set as stated on the list.

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Groskreutz/Loveall motion carried unanimously to approve request from T. Beckman to attend a 2-day online PLT electrical license class.

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Public Works Director Mark Daly met regarding office business. Construction update was given.

Loveall/Roper motion carried unanimously to approve Resolution 20-RB11-82 to finalize SAP 022-623-003, CSAH 23 Pavement Rehabilitation Project. Commissioners Groskreutz, Loveall, Roper and Warmka voted yes.

RESOLUTION

WHEREAS, SAP 022-623-003, CSAH 23 Pavement Rehabilitation Project has in all things been completed; and

WHEREAS, the final contract amount is \$1,708,635.95 which is \$234,008.44 (16%) more than the original contract bid of \$1,474,627.51; and

WHEREAS, to date \$1,691,549.59 has been paid to the contractor leaving the balance of \$17,086.36; and

WHEREAS, the work has been performed satisfactorily and all necessary forms have been completed and received by the Highway Department.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners in and for the County of Faribault, Minnesota, that we do hereby accept said completed project and authorize final payment to Ulland Brothers, Inc.

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Groskreutz/Loveall motion carried unanimously to accept resignation of Susan Dundas from the library board.

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Recessed to Drainage Authority meeting.

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Commissioner Young returned to the meeting at 3:00 p.m.

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Regular meeting was recessed until 6:00 p.m.

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Truth in Taxation hearing was held at 6:00 p.m.

County Auditor Darren Esser reviewed the budget process. No member of the public appeared during public comment.

Hearing was adjourned.

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No member of the public appeared for Drainage Authority public comment

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Groskreutz/Young motion carried unanimously to pay the audit list and auxiliary totaling \$ 442,915.33 as follows:

GENERAL REVENUE FUND	\$ 102,795.69
PUBLIC WORKS FUND	27,777.40
HUMAN SERVICES FUND	238,806.67
COUNTY LIBRARY FUND	39,339.16
DEBT SERVICE FUND	850.00
DITCH FUND	<u>33,346.41</u>
	\$ 442,915.33

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The meeting was recessed to 9:00 a.m. December 15, 2020.

Tom Warmka, Chair

Clara Vereide, Acting Clerk to the Board