

FARIBAULT COUNTY  
BOARD OF COMMISSIONERS  
OFFICIAL PROCEEDINGS  
JUNE 20, 2017

The Faribault County Board of Commissioners met pursuant to the recess of June 6, 2017 at the Courthouse in the City of Blue Earth at 9:00 a.m. on June 20, 2017. The following members were present: Bill Groskreutz, Tom Loveall, John Roper, Tom Warmka, and Greg Young Commissioners. County Auditor/Treasurer/Coordinator John Thompson and County Attorney Troy Timmerman were also present.

The meeting was called to order by Chair Roper.

The pledge of allegiance was recited.

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Groskreutz/Warmka motion carried unanimously to approve the synopsis and official proceedings of the June 6, 2017 regular and drainage meetings and the June 13, 2017 Board of Equalization.

\* \* \* \* \*

Groskreutz/Young motion carried unanimously to approve the agenda of June 20, 2017.

\* \* \* \* \*

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

\* \* \* \* \*

Committee reports were given. Warmka reported on Water Plan meeting, GBERBA executive, and buffer meeting; Groskreutz reported on Transit executive, MRCI, AMC District meeting, and Human Services executive; Young reported on Sheriff personnel committee, 911, and Corrections Task Force; and Roper reported Corrections Task Force, Sheriff personnel committee, and 911.

\* \* \* \* \*

Planning and Zoning Director Loria Rebuffoni met regarding office business.

Warmka/Loveall motion carried unanimously to adopt Resolution 17-PZ03-15 accepting the authority and administrative responsibility to implement the buffer law as the local government unit within the legal boundaries of Faribault County for the waterbodies identified on the Department of Natural Resources Buffer Protection Map as of November 1, 2017. Commissioners Groskreutz, Loveall, Roper, Warmka, and Young voted yes.

**RESOLUTION**

**WHEREAS,** provisions in Minnesota Statute 103F.48 (Buffer Law) allow a county or watershed district to affirm jurisdiction to carry out the compliance provisions regarding riparian vegetated buffers and alternative water quality practices for those waterbodies identified on the Department of Natural Resources' Buffer Protection Map; and

**WHEREAS,** a county with jurisdiction over a noncompliant site shall enforce corrective actions through a coordinated approach under the authority granted in Minnesota Statute 103B.101, subd. 12a, the buffer law or other authority granted by statute; and

**WHEREAS,** Faribault County agrees to carry out corrective actions on a parcel basis to ensure compliance with the buffer requirements, which may include an Administrative Penalty Order (APO) plan under the authority provided in Minnesota Statutes 103B.101, subd. 12a and 103F.48; and

**WHEREAS,** Faribault County is electing jurisdiction on all public drainage ditches for which it is the drainage authority and public waters, located within its boundaries, identified on the Department of Natural Resources' Buffer Protection Map; and

**WHEREAS,** the buffer law requires that each local government unit provide notice affirming jurisdiction and identify the rule, ordinance, or other official controls that will be used to carry out the compliance provisions of the buffer requirements to the Board of Water and Soil Resources, including a copy of the adopting resolution.

**THEREFORE, BE IT RESOLVED** that Faribault County hereby accepts the authority and administrative responsibility to implement the buffer law as the local government unit within the legal boundaries of Faribault County for the water features identified above as of November 1, 2017 in accordance with Minnesota Statute 103F.48.

\* \* \* \* \*

Groskreutz/Warmka motion carried unanimously to adopt Resolution 17-CB-16 granting the request from the City of Minnesota Lake to purchase Parcel No. 28.004.0810 for \$100 plus any associated fees. Commissioners Groskreutz, Loveall, Roper, Warmka, and Young voted yes.

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

**WHEREAS,** Parcel No. 28.004.0810 forfeited to the State of Minnesota in favor of the Taxing Districts on June 16, 2016, and

**WHEREAS,** the Faribault County Board of Commissioners has hereby classified the parcel as non-conservation property, and

**WHEREAS,** said parcel has structures that are in a blighted condition including structures that have collapsed and said blight has caused the value of the parcel to be reduced, and

**WHEREAS,** the Faribault County Board of Commissioners has set the market value of said parcel at \$100.00, and

**WHEREAS,** the City of Minnesota Lake has applied to the Faribault County Board of Commissioners pursuant to Minnesota Statute 282.01, Subd. 1a, par. (d) to purchase the parcel for the appraised value of \$100.00 and has documented that the city plans to clean blight from the parcel and to offer the parcel at public sale once property meets city guidelines and the blight removed,

**THEREFORE, BE IT RESOLVED** that the Faribault County Board of Commissioners hereby grants the request of the City of Minnesota Lake to purchase Parcel No. 28.0040810 for \$100.00 plus any associated fees involved in the transaction.

\* \* \* \* \*

Commissioner Groskreutz presented a letter from Mike Weber of Wells.

Groskreutz/Young motion carried to send a letter to the City of Wells to reconsider the decision to not allow a cart way to Mike Weber's proposed development. Loveall and Warmka voted no.

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Soil and Water Program Technician Shane Johnson and David Frandle met regarding a feedlot hearing. No public comment was offered.

\* \* \* \* \*

Public Works Director Mark Daly met regarding public works business. A construction update was given. Park committee meeting was discussed

Groskreutz/Loveall motion carried unanimously to adopt Resolution 17-RB05-17 entering into a Joint Powers Agreement with the City of Wells for SAP 022-632-012 the design and construction of CSAH 32 at an estimated county share of \$307,556.38. Commissioners Groskreutz, Loveall, Roper, Warmka, and Young voted yes.

## **RESOLUTION**

**WHEREAS,** Faribault County and the City of Wells agree it is in the best interest of the traveling public to reconstruct CSAH 32 (3<sup>rd</sup> Street SE) from the 4<sup>th</sup> Avenue alley to TH 109 as soon as possible; and

**WHEREAS,** said parties mutually agree that CSAH 32 (3<sup>rd</sup> Street SE) from the 4<sup>th</sup> Avenue alley to TH109 is in need of reconstruction; and

**WHEREAS,** the parties to this agreement consider it mutually desirable to prepare final plans, cost estimate, project specifications and reconstruct CSAH 32 (3<sup>rd</sup> Street SE); and,

**WHEREAS,** Faribault County has jurisdiction over CSAH 32 (3<sup>rd</sup> Street SE); and,

**WHEREAS,** the parties agree that the City shall cause the design and construction of CSAH 32 (3<sup>rd</sup> Street SE); and,

**WHEREAS,** the parties agree that it is in their best interest that the costs of said design and construction be shared; and,

**WHEREAS,** Minnesota Statute § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

**NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED,**

## I. PURPOSE

The parties have joined together to prepare plans, cost estimate, project specifications and construct CSAH 32 (3rd Street SE). The County project number for the reconstruction of CSAH 32 (3rd Street SE) is S.A.P. 022-632-012. Said engineering plans, when completed, will be filed in the office of the Faribault County Highway Department and incorporated herein by reference.

## II. METHOD

The City shall provide all engineering services for the final design and construction of Faribault County Project S.A.P. 022-632-012 in conformance with State Aid engineering plans and specifications. The City shall do the calling for all bids and the acceptance of all bid proposals based on recommendations by the County.

## III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible. The estimated construction cost is \$360,899.00 as shown on the attached Schedule I dated 4/26/2017. Participation in the design and construction cost is as follows:

1. The City shall pay 100% of the sanitary sewer reconstruction on CSAH 32 (3rd Street SE). The estimated City cost of these items is \$53,164.00 of which the estimated cost to the County is \$0.00 (0%).
2. The City shall pay 100% of the watermain reconstruction on CSAH 32 (3rd Street SE). The estimated City cost of these items is \$47,094.00 of which the estimated cost to the County is \$0.00 (0%).
3. The County shall pay one hundred percent (100%) for the eligible portion of the storm sewer construction on CSAH 32 (3rd Street SE). The non-eligible and eligible portions are defined in the State Hydraulics letter. The estimated cost of the storm sewer on CSAH 32 (3rd Street SE) is \$44,966.00 of which the estimated cost to the County is \$44,966.00 (100%).
4. The County shall pay for the construction the CSAH 32 (3rd Street SE). The estimated costs for grading, base, and concrete pavement is \$215,675.00.
  - a. Any in place driveway or alley pavement disrupted by the construction will be replaced in-kind by the County at no cost to the City.
  - b. In place concrete walk will be replaced by the County at no cost to the City.
5. The City shall pay one hundred percent (100%) of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.00.
6. The City shall pay for one hundred percent (100%) of the cost of new sidewalk installed on the project. The estimated cost to the City is \$0.00.
7. The City shall pay one hundred percent (100%) of the cost of any street lighting included in the project. The City's estimated cost for street lighting is \$0.00.
8. The City shall provide engineering services for all design work. The County participation in design engineering will be at a rate of ten percent (10%) of their designated share.
9. The City shall provide engineering services for all construction work. The County participation in construction engineering will be at a rate of eight percent (8%) of their designated share.
10. The total estimated cost to the County for the project is summarized below:

	Item	County Cost	City Cost
1.	Sanitary Sewer	\$0.00	\$53,164.00
2.	Watermain	\$0.00	\$47,094.00
3.	Storm Sewer	\$44,966.00	\$0.00
4.	CSAH 32 (3rd Street SE)	\$215,675.00	\$0.00
5.	New Driveways and Alleyways	\$0.00	\$0.00
6.	New Sidewalk	\$0.00	\$0.00
7.	Lighting	\$0.00	\$0.00
	<b>Total Estimated Construction Costs</b>	<b>\$260,641.00</b>	<b>\$100,258.00</b>
8.	Design Engineering (10%)	\$26,064.10	\$10,025.80
9.	Construction Engineering (8%)	\$20,581.28	\$8,020.64
	<b>Total Project Cost</b>	<b>\$307,556.38</b>	<b>\$118,304.44</b>

The total estimated construction cost to the County for the project is \$260,641.00 as shown above and on the attached Schedule I.

Upon award of the contract, the County shall pay to the City, upon written demand by the City, ninety five percent (95%) of its portion of the construction costs of the project per the Apparent Low Bidder.

Upon final completion of the project, the County's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the County's share. Also, the remaining five percent (5%) of the County's portion of the construction costs and the Design and Construction Engineering costs shall be paid.

#### IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

#### V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

#### VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to the State laws.

#### VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party.

#### VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The County shall pay its pro rata share of costs which the City incurred prior to such notice of termination.

#### IX. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Auditor/Treasurer/Coordinator of Faribault County, 415 North Main, Blue Earth, Minnesota 56013, on behalf of the County, and to the City Administrator of Wells, 125 South Broadway, Wells, MN 56097, on behalf of the City.

#### X. MAINTENANCE

The County will on properly authorized projects pay the costs of grading, subgrade correction, base and pavement work for the full width of CSAH 32 in accordance with Exhibit A.

Maintenance of the completed watermain, sanitary sewer and storm sewer shall be the sole obligation of the City.

Maintenance of CSAH 32 including pavement and curb repairs, snow plowing, sweeping and traffic signs, shall be the sole responsibility of the City.

Maintenance of sidewalks, including snow removal, shall be the sole responsibility of the City.

Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

XI. INDEMNIFICATION

The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

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5<sup>th</sup> District Court Administrator Mike Kelly met regarding funding for Treatment Courts.

\* \* \* \* \*

Central Services Director Dawn Fellows met regarding office business. Building Maintenance Supervisor Troy Beckman gave a construction update.

Loveall/Warmka motion carried unanimously to authorize staff to request current health insurance provider forward health insurance data to Public Employees Insurance Program (PEIP) for an insurance quote.

Young/Groskreutz motion carried unanimously to approve the phone stipend for Dennis Wick.

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Loveall/Groskreutz motion carried unanimously to approve request from C. Mauris to attend a 2-day legal description training in St. Paul.

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Loveall/Warmka motion carried unanimously to close the meeting to discuss attorney client information on pending litigation for the Veteran Services Office. Present were the full board, County Auditor/Treasurer/Coordinator John Thompson, and County Attorney Troy Timmerman.

The meeting was re-opened.

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Young/Groskreutz motion carried unanimously to pay bills, with the addition of \$15,000 to the Fair Board, totaling \$214,640.60 as follows:

COUNTY REVENUE FUND	\$ 115,248.32
PUBLIC WORKS FUND	70,226.78
NON REVENUE/DISB A	56.00
DITCH FUND	<u>29,109.50</u>
	\$ 214,640.60

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The meeting was adjourned for the month of June.

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John Roper, Chair

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John Thompson, Auditor/Treasurer/Coordinator