



Goodhue County Justice
Center
454 W. 6th Street
Red Wing, MN 55066-2475

Telephone (651) 267-4950
FAX (651) 267-4972

STEPHEN F. O'KEEFE

Goodhue County Attorney

ASSISTANT COUNTY ATTORNEYS

ERIN L. KUESTER

CHRISTOPHER J. SCHRADER

ELIZABETH M.S. BREZA

DAVID J. GROVE

ANGELA R. STEIN

JESSICA M. PERKINS

JORDAN T. COOK

EMMA L. RUSS

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Carol K. Lee, Assistant County Attorney

DATE: August 28, 2024

RE: Eminent Domain, Goodhue County 24 Project

On August 15, 2023, the Board met to consider the proposed settlement concerning two condemned properties, Moline Enterprises, Inc. and Brent A. Moline, located near the Mayo Clinic campus and the Hwy 52 interchange in Cannon Falls. This case had many issues that caused delays in reaching a final resolution. One issue was the death of one of the property owners. It is my understanding that the Estate just recently closed. For additional background, please refer to the attached memo to the Board dated August 9, 2023.

The Board approved the proposed settlement at the August 15, 2023, meeting. I drafted settlement documents for both files. There have been ongoing discussions about title as the heirs and the Estate are out of state in South Dakota. Most recently, I sent out documents for signature in April which were not returned.

The original settlement brought to the board did not include the addition of statutory interest. The attorney for the Molines recently stated they expected interest back to the date of taking pursuant to statute and will not sign off on the settlement without interest being included. Steve O'Keefe and I discussed this with him last week and then Steve O'Keefe and I spoke to Jess Greenwood. Even with the addition of statutory interest, we believe this is a reasonable resolution of the matter.

Our auditor's calculation of interest through September 30 is attached hereto. Also attached is the Board memo from last summer and a relevant statute.

We are recommending that the Board approve the paying of interest on the settlement amounts due.

CKL/jk
Attachments

Assumes no compounding		Principle	Interest Rate	Daily Rate
	Years/Time Frame			365 Days per ye
		127,238.96	108,409.96	4% 0.00011
Beginning Date	04/15/2015			
Ending Date	09/30/2024			
Total # of Days	3456			
Total Simple Interest		48,190.45	41,059.16	



Goodhue County Justice
Center
454 W. 6th Street
Red Wing, MN 55086-2475

Telephone (651) 267-4950
FAX (651) 267-4972

STEPHEN F. O'KEEFE

Goodhue County Attorney

ASSISTANT COUNTY ATTORNEYS

ERIN L. KUESTER

CHRISTOPHER J. SCHRADER

ELIZABETH M.S. BREZA

DAVID J. GROVE

ANGELA R. STEIN

JESSICA M. PERKINS

JORDAN T. COOK

EMMA L. RUSS

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Carol K. Lee, Assistant County Attorney

DATE: August 9, 2023

RE: August 15, 2023, County Board Meeting
Eminent Domain, Goodhue County 24 Project

Summary: Proposal to settle Eminent Domain cases related to County 24 project.

Background: Goodhue County commenced eminent domain proceedings against Brent A. Moline and Anita Moline (Court File CV-14-2193) and Moline Enterprises Inc. (Court File CV-14-2196) regarding two pieces of property located near the Mayo Clinic campus and Highway 52 interchange as part of the Highway 24 construction. This property is located in Cannon Falls, Minnesota. The properties were contiguous at one point. The construction resulted in the properties being divided by Highway 24. These matters were filed by the County and first heard in District Court in 2015. There was a public purpose finding by the Judge.

The Moline family was also part of eminent domain proceedings brought by the State of Minnesota. Mr. Isakson and I have spoke with a state representative about those proceedings. The State proceedings were settled by payment to the Molines before they went to trial.

In the intervening years, the Molines changed attorneys. They were first represented by Faegre Baker. They are now represented by Couri and Ruppe. Brent Moline also died in an accident some years ago. We have remained in contact with the Moline's attorney (Michael Couri) in discussions about settling the case. The Molines did initially give us a work easement so the road construction was completed many years ago.

Moline Enterprises, Inc. still exists. Brent Moline's property passed to identified heirs who are still represented by Michael Couri.

The proposal discussed by the Molines and Goodhue County is as follows:

(See Inserts A & B)

This proposal has been discussed by the Public Works Department and the County Attorney's Office and we think it an appropriate and reasonable settlement.

We have already paid certain funds (by statute) to the Molines as follows:

1. Brent A. and Anita Moline (\$47,417.00);
2. Check to Moline Enterprises (\$23,583.00)

Consequently, the settlement amount for the properties would be paid by the County as follows:

(See Insert C).

In summary, after sums paid into Court at the initial proceedings, the County would pay:

\$108,409.96 to the heirs of Brent Moline and Anita Moline
\$127,238.96 to Moline Enterprises, Inc.

There would be an exchange of payment for signed deeds to Goodhue County and a stipulation to dismiss the eminent domain proceeding.

Recommendations:

It is recommended that the Goodhue County Board approve the settlement and authorize payment to the rightful parties in exchange for the signing of Quit Claim Deeds in favor of the County and dismissal of the pending court proceeding. The other option would be to continue with the court proceedings which would include a Commissioners' hearing and the attendant costs. This hearing order can be appealed to the District Court which would involve witness costs and further attorney fees. By agreeing to this proposal, we would avoid further costs and expenses and time commitments by staff.

CKL/jk
Attachments

2023 Minnesota Statutes

Authenticate  PDF

117.195 INTEREST; AWARD, WHEN PAYABLE; DISMISSAL; COSTS.

Subdivision 1. Award; interest. All damages allowed under this chapter, whether by the commissioners or upon appeal, shall bear interest from the time of the filing of the commissioner's report or from the date of the petitioner's possession whichever occurs first. The rate of interest shall be determined according to section 549.09. If the award is not paid within 70 days after the filing, or, in case of an appeal within 45 days after final judgment, or within 45 days after a stipulation of settlement, the court, on motion of the owner of the land, shall vacate the award and dismiss the proceedings against the land.

Subd. 2. Costs. When the proceeding is dismissed for nonpayment or discontinued by the petitioner, the owner may recover from the petitioner reasonable costs and expenses including attorneys' fees. In the discretion of the court, the owner may also recover from the petitioner reasonable costs and expenses, including attorneys' fees, if a condemnation proceeding is dismissed because a court has held that condemnation shall not lie based on a challenge made under the Minnesota Environmental Rights Act. If the court awards costs and expenses, including attorneys' fees, and if the condemnation proceeding is part of a project or proposal which has received an environmental review pursuant to the Minnesota Environmental Policy Act, or siting or routing selection pursuant to chapter 216E, the costs and expenses, including attorney fees, shall be paid by the governmental unit responsible for the review or selection.

History: 1971 c 595 s 23; 1982 c 601 s 1; 1984 c 654 art 3 s 49