



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
December 12, 2017**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: November 28, 2017 Minutes and Summary Minutes  
RE: November 30, 2017 Minutes  
RE: December 7, 2017 Minutes  
RE: November 2017 Transfers
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Nik Kadel, Ditch Inspector (10 min)**  
RE: Ditches Update
4. **9:20 a.m. Joshua Mankowski (10 min)**  
RE: CLIMB Theatre Contract
5. **9:30 a.m. Pam Simonette, Auditor-Treasurer (5 min)**  
RE: Credit Card Request for Tyler Luethje  
RE: Woesthoff Farm Lease
6. **9:35 a.m. Cindy Shaughnessy, Public Health (15 min)**  
Amended Immtrack Joint Powers Agreement  
Contracted Case Management Agreement with Thomas Allen  
Family Home Visiting Grant: regional application letter of intent  
2017 Budget Adjustment  
Other
7. **9:50 a.m. Tyler Luethje, Parks Director (10 min)**  
RE: Master Plan for Lake Washington County Park

8. **10:00 a.m. CIP Public Hearing (10 min)**
9. **10:10 a.m. Amy Beatty, Recycling Agreement with City of Le Center (5 min)**
10. **10:15 a.m. Jeff Neisen, IT Director ( 15 min)**  
RE: Office 2016 License Purchase & AS400 upgrade.
11. **10:30 a.m. Dave Tiegs, Highway Engineer (20 min)**
12. **10:50 a.m. Human Resources (10 min)**
13. **11:00 a.m. Reconvene Public Hearing for County Ditches 19, 28, 42, 52 and 69 (20 min)**
14. **11:20 a.m. Darrell Pettis, County Administrator**  
RE: Miscellaneous
15. **Commissioner Committee Reports**
16. **Future Meetings**



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 1**

### **9:00 a.m. Agenda and Consent Agenda**

*RE: November 28, 2017 Minutes and Summary Minutes*

*RE: November 30, 2017 Minutes*

*RE: December 7, 2017 Minutes*

*RE: November 2017 Transfers*

**Staff Contact:**

## **Minutes of Le Sueur County Board of Commissioners Meeting**

### **November 28, 2017**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 28, 2017 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, John King and Dave Gliszinski. Brent Christian and Darrell Pettis were also present. Joe Connolly was excused.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the agenda.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the consent agenda:

- Approved the November 21, 2017 County Board Minutes and Summary Minutes

Kathy Brockway, Planning & Zoning Director appeared before the Board with several items for approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to Arcurus Community Solar Garden LLC, Edina, MN, (Applicant); Lundin LLC (Lundin Family LLC), Madison Lake, MN, (Owner) to allow the applicant to construct a 1 MW solar garden in an Agriculture "A" District and Mineral Resources "MR" Overlay District. Property is located in the SE quarter of Section 33, Kasota Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office.

1. Project Manager to work with the landowner to provide adequate screening on the South and East side of the property and submit a copy to the department.
2. All construction parking shall be provided within the project area (No parking on county road).
3. Bond provided to the County prior to construction.

On motion by King, seconded by Gliszinski and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to Derrick Ledvina, Cleveland, MN, (Applicant); Richard Ledvina, Cleveland, MN, (Owner) to allow grading, excavating and filling of approximately 44 cubic yards of material in the shore impact zone, 76 cubic yards outside the shore impact zone, 40 cubic yards in the bluff, 80 cubic yards in the bluff impact zone; construct 2 retaining walls in the bluff for the construction of a septic system located in the bluff in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located at Lot 4, Cape Horn Subdivision, Section 1, Cleveland Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office.

1. Retaining walls shall be designed by an engineer.
2. Obtain an engineering certificate to ensure that the design is sound and that wall and bluff stability will be maintained.



Cindy Westerhouse, Human Resources Director came before the Board with several items for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to hire Hector Macias as a full time Community Service Aide- Interpreter in Human Services as a Grade 4, Step 1 at \$15.97 per hour, effective December 18, 2017.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to accept the retirement request from Kathy Siebsen, full time Community Support Technician in Human Services, effective December 21, 2017.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to post and request the merit list for a full time Community Support Technician in Human Services, Grade 6, Step 1 at \$17.94 per hour.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to grant a personal leave to Katie Vrzal, full time Administrative Assistant in the County Attorney's Office, effective November 13, 2017 to February 13, 2018.

Darrell Pettis, County Administrator appeared before the Board with a discussion on German – Jefferson SSTS update. The Board directed County staff to continue working with landowners as needed to complete septic projects.

Cindy Shaughnessy, Public Health Director appeared before the Board with several items for discussion and approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to appoint Dr. Daniel Berg as Medical Consultant, effective January 18, 2018 and approved the Medical Consultant Agreement.

The Board consented to move forward with a contract with Thomas Allen for contracted Case Management services for several CCB clients in Duluth.

#### **Commissioner Committee Reports:**

Commissioner Gliszinski attended County Ditches 19, 28, 42, 52 and 69 landowner meetings.

Commissioner Rohlfig attended an Immtrack meeting.

On motion by Wetzel, seconded by King and unanimously approved, the Board adjourned until Tuesday, December 12, 2017 at 9:00 a.m.

**ATTEST:**

\_\_\_\_\_  
**Le Sueur County Administrator**

\_\_\_\_\_  
**Le Sueur County Chairman**



**Summary Minutes of Le Sueur County Board of Commissioners Meeting, November 28, 2017**

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).

•Approved the agenda. (Wetzel-Gliszinski)

•Approved the consent agenda. (King-Wetzel)

•Approved a Conditional Use Permit to Arcurus Community Solar Garden LLC, Edina, MN, (Applicant); Lundin LLC (Lundin Family LLC), Madison Lake, MN, (Owner) with conditions and findings are on file at the Planning and Zoning Office. (Wetzel-Gliszinski)

•Approved a Conditional Use Permit to Derrick Ledvina, Cleveland, MN, (Applicant); Richard Ledvina, Cleveland, MN, (Owner) with conditions and findings are on file at the Planning and Zoning Office. (King-Gliszinski)

•Approved to hire Hector Macias, Community Service Aide- Interpreter in Human Services. (King-Wetzel)

•Approved the retirement request from Kathy Siebsen in Human Services. (Wetzel-Gliszinski)

•Approved to post and request the merit list for a full time Community Support Technician in Human Services. (King-Gliszinski)

•Approved a personal leave to Katie Vrzal in the County Attorney's Office. (Gliszinski-King)

•Approved to appoint Dr. Daniel Berg as Medical Consultant and approved the Medical Consultant Agreement. (Wetzel-King)

•Adjourned until Tuesday, December 12, 2017 at 9:00 a.m. (Wetzel-King)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman

**Minutes of the Le Sueur County Ditches 19, 28, 42, 52 and 69 Meeting  
Le Sueur County Courthouse, Le Center, MN  
November 30, 2017  
10:00 a.m.**

The Le Sueur County Ditch Board met on Thursday, November 30, 2017 at 10:00 a.m. at the Le Sueur County Courthouse in Le Center, Minnesota. Those Commissioners present were Steve Rohlfsing, Lance Wetzel, John King and Dave Gliszinski.

Also present were Le Sueur County Administrator Darrell Pettis, Le Sueur County Auditor-Treasurer Pam Simonette, Le Sueur County Ditch Inspector Nik Kadel, Attorney John Kolb with Rinke-Noonan and Ditch Viewers Ron Ringquist, Al Kerber and Bill Anderson.

At 10:00 a.m. Chairman Rohlfsing opened the final hearing on the redetermination of benefits and damages for Le Sueur County Ditches 19, 28, 42, 52 and 69.

Attorney John Kolb gave an overall procedural background of the ditches followed by a viewer procedure presentation by Ron Ringquist.

Attorney John Kolb gave an overview of the history of County Ditch 19 and Ron Ringquist gave an overview of the viewers' findings.

The meeting was then opened for public testimony on County Ditch 19.

There were 2 public comments by Brian Davis and a letter from Patrick Goggins.

Chairman Rohlfsing closed public comments for County Ditch 19.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to recess the County Ditch 19 hearing to the Board's regular meeting on December 12<sup>th</sup> at 11:00 a.m.

Attorney John Kolb gave an overview of the history of County Ditch 28 and Ron Ringquist gave an overview of the viewers' findings.

The meeting was then opened for public testimony on County Ditch 28.

Administrator Pettis read two letters received from Dan Sullivan and Garth & Sheryl Weidall.

Chairman Rohlfsing closed public comments for County Ditch 28.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and recessed the County Ditch 28 hearing to the Board's regular meeting on December 12<sup>th</sup> at 11:00 a.m.

Attorney John Kolb gave an overview of the history of County Ditch 42 and Ron Ringquist gave an overview of the viewers' findings.

The meeting was then opened for public testimony on County Ditch 42.

There was one public comment from Gary Odenthal.

Chairman Rohlfing closed public comments for County Ditch 42.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and recessed the County Ditch 42 hearing to the Board's regular meeting on December 12<sup>th</sup> at 11:00 a.m.

Attorney John Kolb gave an overview of the history of County Ditch 52 and Ron Ringquist gave an overview of the viewers' findings.

The meeting was then opened for public testimony on County Ditch 52.

There was one public comment from Brian Vetter.

Chairman Rohlfing closed public comments for County Ditch 52.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and recessed the County Ditch 52 hearing to the Board's regular meeting on December 12<sup>th</sup> at 11:00 a.m.

Attorney John Kolb gave an overview of the history of County Ditch 69 and Ron Ringquist gave an overview of the viewers' findings.

The meeting was then opened for public testimony on County Ditch 69.

There were no public comments.

Chairman Rohlfing closed public comments for County Ditch 69.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and recessed the County Ditch 69 hearing to the Board's regular meeting on December 12<sup>th</sup> at 11:00 a.m.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned.

**ATTEST:**

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**Le Sueur County Administrator**

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**Le Sueur County Chairman**

**Minutes of the Le Sueur County Ditches 41 and 61 Informal Meeting  
Le Sueur County Courthouse, Le Center, MN  
December 7, 2017  
10:00 a.m.**

The Le Sueur County Ditch Authority met on Thursday, December 7, 2017 at 10:00 a.m. at the Le Sueur County Courthouse in Le Center, Minnesota. Those Commissioners present were Steve Rohlffing, Lance Wetzel, John King and Dave Gliszinski.

Also present were Le Sueur County Administrator Darrell Pettis, Le Sueur County Auditor-Treasurer Pam Simonette, Le Sueur County Ditch Inspector Nik Kadel, Attorney Maury Noonan with Rinke-Noonan and Chuck Brandel, Engineer with ISG.

At 10:03 a.m. Chairman Rohlffing called the meeting to order for Le Sueur County Ditch 41.

Attorney Maury Noonan gave an overview County Ditch 41.

Chuck Brandel presented a feasibility study and was available for questions.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 41.

There were 2 public comments by Jerry Cooney and Anthony Beer.

Attorney Maury Noonan then gave an overview of County Ditch 61.

Chuck Brandel presented a feasibility study and was available for questions.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 61.

There was one public comment from John McGillen.

No Board action was required for either of the ditches, and staff was directed to allow at least three months for landowners to decide if they want to move forward with any of the options presented.

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned.

**ATTEST:** \_\_\_\_\_  
Le Sueur County Administrator                      Le Sueur County Chairman

**Minutes of the Le Sueur - Scott Joint County Ditch 4 Informal Meeting**  
**Le Sueur County Courthouse, Le Center, MN**  
**December 7, 2017**  
**9:00 a.m.**

The Le Sueur - Scott County Joint Ditch Board met on Thursday, December 7, 2017 at 9:00 a.m. at the Le Sueur County Courthouse in Le Center, Minnesota. Those Commissioners present from Le Sueur County were Dave Gliszinski and John King. The Commissioner present from Scott County was Barb Weckman Brekke. Le Sueur County Commissioner Joe Connolly and Scott County Commissioner Tom Wolf were excused.

Also present were Le Sueur County Administrator Darrell Pettis, Le Sueur County Auditor-Treasurer Pam Simonette, Attorney Maury Noonan with Rinke-Noonan and Chuck Brandel, Engineer with ISG. Nik Kadel, Le Sueur County Ditch Inspector and Jim Hentges, Scott County Ditch Inspector were also present.

Administrator Pettis called the informational meeting for Le Sueur – Scott Joint Ditch 4 to order and requested a nomination for the Joint Drainage Authority Chairperson.

On motion by King seconded by Weckman Brekke and unanimously approved, the Board nominated Dave Gliszinski as Chairperson.

Maury Noonan gave an overview of the informational meeting. The Board agreed to keep the meeting informal and allow the public to comment at any time during the meeting.

Chuck Brandel summarized a feasibility study of Joint Ditch 4.

Pam Simonette presented information on the current benefits and account balance of the ditch.

There were two public comments from James Legg and Dave O'Brien.

Nik Kadel suggested an improvement of the ditch for a long term solution and Chuck Brandel recommended a redetermination of benefits prior to a repair or improvement.

No Board action was required, and staff was directed to allow at least three months for landowners to decide if they want to move forward with any of the options presented.

On motion by Weckman Brekke, seconded by King and unanimously approved, the Board adjourned.

**ATTEST:** \_\_\_\_\_  
                    **Le Sueur County Administrator**                    **Le Sueur-Scott JCD 4 Chairman**



## November 2017 Transfers

- #1670                      Transfer 6,754.00 from Agency to Revenue  
                                    (October and November landshark)
- #1671                      Transfer 1,290.98 from Ditch to Road & Bridge  
                                    (Culvert and band – Ditch #62)



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (5 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 3**

**9:10 a.m. Nik Kadel, Ditch Inspector (10 min)**

*RE: Ditches Update*

Staff Contact:

Le Sueur County Ditch Report: 12/1/17 ■ =New ■ =Closed ■ =current ■ = In Review

Drainage	DB Repair #	Date Received	Township	Section	Landowner	Person Requesting Repair	Problem/Proposed Work	Contractor	Cost Estimate	Start Date	Project complete Date	Final Bill Invoice	Notes
CD15	16-033	10/18/2016	Kilkenny	22	MCGILLEN,JOHN E & PAMELA K	MCGILLEN,JOHN E & PAMELA K		Barnette		12/23/2016			Barnettes will be removing beaver dams. While they clean the ditch.
CD15	17-011	3/24/2017	Kilekenny	22	McgiLLEN,JOHN E & PAMELA K	mcGILLEN,JOHN E & PAMELA K	Asked for a general cleanout around his property.	Barnette	5950	4/1//2017			Waiting for them to clean it out.
CD16	16-037	11/1/2016	Montgomery	18	TRINKA,BETTY A		Culvert is failing, needs field review.						Culvert needs cleaning around it
CD16	16-040	11/3/2016	Lexington	13	NYTES,JAMES L & RUTH A		clean out to the lake. Need DNR permits to proceed. Water control structure?						waiting on DNR water permit
CD16	16-041	11/3/2016	Montgomery	18	TRINKA,BETTY A		clean out, need DNR permits, control structure?	selly?	20566.4				Waiting for dnr permits
CD21	16-007	4/25/2016	Lexington	28		Joe Schloesser	washing out next to culvert in driveway						Sent letters, no response
CD23	16-024	9/29/2016	Lexington	20	WIELAND,ROBERT A & CYNTHIA		washouts due to heavy rain. side inlets? ditch plugged						Did a ditch inspection on about half the ditch. It's going to need a lot of work and a redetermination. Having a meeting with board about how to proceed.
CD23	16-044	11/14/2016				Don Westerman	Don Westerman wants the outlet structure for marks lake repaired before any ditch clean out takes place. Site needs to be visited and photos taken winter of 2016-17.						drop inlet structure needs replacment.
CD23	17-042	42940	Lexington	14	David, William B	David, William B	Culvert and crossing condition and history.	Selly					4.5 diameter culvert, landowner wants to extend the culvert, will have to wait until crops come off to have project done.
CD26	17-039	42912	Lexington	30	BlaSCHKO,DANIEL L	Henery Macho/ operator mike	Ditch clean	Shannon Kotasek		11/1/2017			fall cleanout once crops are off
CD28	17-023	4/26/2017	Derrynane	10	Woestehoff, David J & Krista	Woestehoff, David j & Krista	Collapsing culvert, cannot safely get equipment over crossing.	Selly		5/17/2017	11/30/2017	\$ 5,980.00	finished.
CD31	16-055	42709			JAHN,BRIAN C FAMILY LP	john Widmer	where 31 and 44 meet is clogged with grass.						I inspected this and water seems to be flowing fine. CD44 will need cleaning in a year or two.

Le Sueur County Ditch Report: 12/1/17 ■ =New ■ =Closed ■ =current ■ = In Review

CD34	17-037	6/26/2017	Sharon	11	Tiede, Dale L & Patrica Ann	Tiede, Dale L & Patrica	Needs general cleaning, sloughs and nees inspection north of the area too.	Zimmerman		10/20/2017	10/28/2017	\$ 10,305.00	cleaned from the road north of Pioneer power all the way south.
CD38	17-010	42817	Kilkenny	26	Braun, Josephine ann	Jerome Miller	Water backing up along a few culverts back in the wetlands.	Zimmerman	\$21,000	Jul-17	8/25/2017	\$ 22,445.00	Replaced 3 culverts and reshaped spur 3. and cleaned the main ditch. Still have to seed the CRP.
CD40	16-061	42725	Montgomery	22	BAUER, LEROY O & BONNIE	BAUER, LEROY O & BONNIE K	LO stopped in saying lots of sloughing and erosion along his land and further along the ditch						Land owner spread spoil on his own, I let him know he could be paid for his work but he was not interested.
CD40	17-004	1/12/2017	Montgomery	26	KORBEL, DALE & ALICIA	Dan Gregor	Banks are sloughing from excess rains and water						Need to site inspection for work
CD40	16-014	9/21/2016	Montgomery	28	KRAUTKREMER, DENNIS		Ditch has been cleaned out and install a 30' culvert	Havel					Land was too wet to finish cleaning by havel.
CD40	17-003	1/4/2017	Montgomery	28	WENKER, JOHN D & THERESA	Krautkramer	needs ditch clean out	Havel	7000				in progress
CD41	17-043	1/24/2017	Lexington	30	Beer, George	Jerry Cooney	Tile failing, Water siting in the field not draining in the culvert.						Tile collapsed, having it looked at by ISG and a meeting on Dec. 7th
CD43	17-007	2/3/2017	Lexington	21	MORAVEC, JACQUELYN M		water not being able to get into Tyler lake						Tyler lake has been looked at waiting on DNR to provide results of OWL. To see if we can clean into the lake.
CD44	16-035	10/20/2016	Lanesburgh	20	TIEDE, RUSTY & NANCY	Rusty Tiede	Rusty Tiede called in to office describing water backing up in Main of CD#44. Problem he said appears to be downstream.						CD 44 needs inspection for a few problems
CD44	16-054	11/30/2016	Lanesburgh	7	JAHN, BRIAN C FAMILY LP	John Widmer	plugged with grass at the point where 31 and 44 meet up.						
CD45	16-048	42695	Derrynane	33	BLASCHKO, DANIEL L	BLASCHKO, DANIEL L	sloughing 40 yards from road. NE side of 221	zimmerman					being taken care of during the zimmerman clean.
CD45	17-029	42883	Derrynane	34	Binczik, Dianne C	Rusty Tiede	Culvert crossing is being washed out, culvert is good but crossing is too small to get equiment across. Culvert is inverted 6inches from elevation shots taken. Needs to be put back to level grade.	zimmerman					Taking bids from contractors for a clean out from marys lake to shae lake. This includes the culvert and the cleaning.
CD45	17-050	11/17/2017	Derrynane	26	Binczik, Thomas	Binczik, Thomas	Beaver dam blocking up a culvert.	Selly					

Le Sueur County Ditch Report: 12/1/17 ■ =New ■ =Closed white=current ■ = In Review

CD45	17-047	10/3/2017	Lexington	3	Tiede, Leroy & doris	Rusty Tiede	Ditch clean, beaver dame removal, culvert lower/ crossing repair and sloughing repair.	Zimmerman	\$ 22,910.00	11/20/2017	12/1/2017	\$ 22,910.00	this is all Cd45 project put into one. So this is the price for all the projects of CD45.
CD46	16-025	2016-09-29	Montgomery	28	KRAUTKREMER,GENE O & LINDA C		Culvert in Disrepair. Rotting out.	Havel					culvert installed need invoice.
CD51	17-006	2/2/2017	Cordova	5	Rich acres inc	Anthony Beers/ Mike	Check to see if needs ditch cleaning	Selly	\$ 17,000.00	11/1/2017			need invoice, partially paid.
CD53	17-038	6/26/2017	Lexington	7	Mager, Clarence A & Debra J	Dale tiede	Ditch cleaning and culvert removal	Zimmerman		11/1/2017	11/18/2017	\$ 20,025.00	Cleaned the entire ditch and pulled a culvert.
CD57	17-051	43069	Kilkenny	3	Brockway, Richard & kathleen	Brookway, Richard & Kathleen	Beaver dams and beaver problems, going to trapp before clearing dams.	Rollings					We have a trapper out ther along the ditch now.
CD58	17-012	3/28/2017	Cleveland	34	Steve Matejcek	Steve Matejcek	Wants ditch cleaned all the way to the lake.	Shannon Kotasek					Got the go ahead to clean to lake henry for falll clean! Need contractor and send out letters to land owners.
CD58	17-018	4/19/2017	Cleveland	29	Struck, Gerald A	Lynn Loeffler	Slough in ditch holding back water, a stuck prop?	Shannon Kotasek					cleaned part of ditch and removed obstruction.
CD59	16-017	9/23/2016	Elysian	3	Domonoske, Donald & Judy	Domonoske, Doanld & Judy	Asked about this same are again, will have to inspect in the spring for a clean out.						This stretch was attempted last year but it was too wet. Land owner asked for it to be looked at again. 10/2017
CD60	17-049	8/25/2017	Cleveland	2	McCabe, Barbara		Steel culvert has been eroding away and needs to be straightened for the county ditch. Also the cement bindings have broke apart which have created a big sink hole near the highway 99.	Selly		11/1/2017	11/20/2017	\$ 18,078.10	Staightened the culvert to the county ditch so there wont be such a huge bank. Installed bindings on the cement part so it wont come apart.
CD61	16-013	9/20/2016	Cordova	23	THEIS,JOHN L & CANDI L	David Novotny	Find where the tile has been plugged or blown out, repair that area to get water flowing again, were told to get a cost estimate before work could be done	Pat Traxler		3/31/2017			Traxler Thinks the problem is the tile in the easment land on the McGillen land. Will have to look into it in the future. Waiting on invoice!

Le Sueur County Ditch Report: 12/1/17 ■ =New ■ =Closed white=current ■ = In Review

CD61	17-021	4/21/2017	Cordova	23	McgILLEN,JOHN E & PAMEL	David Novotny	Tile Holding back water. Needs to be replaced or fixed.						having ISG make an engeneering report for the county to replace couty tile.
CD61	17-046	9/11/2017	Cordova	23	McgILLEN,JOHN E & PAMELA K	david Novotny	Clean open ditch for fall.						Did inspection waiting until after meeting to do work.
CD62	17-040	7/11/2017	Lanesburgh	15	Picha, Constance	Jeff Landsberg	Crossing washing out from culvert starting at railroad.	selly		7/11/2017	11/20/2017	\$ 3,690.00	Problems with railroad, crossing washed out, just replace county culvert and seperated it from railroad.
CD63	17-009	2017-15-3	Montgomery	35	Trcka, Steve & Theresa	Mark Chicoine	Needs inspections for cleaning, there is sloughing.						needs inspection. Holding off work
JD4 SCOTT	16-058	12/12/2016	Tyrone	1	LINDEMAN,LLOYD	Lyle Wagner	Lyle wagner stopped in saying that he and a few neighbors think the ditch will have to be cleaned out						Needs inspection this spring.
JD5 RICE	17-002	1/3/2017	Kilkenny	10	SCHULTZ,JERRY L	ken kline	In the Cannon River section of kilkenny, below Dora. Need to ok with DNR and Knish. the Bill should be split equally between JD5, CD40, CD57 and CD63- these are backed up by beaver dams with in the area.						needs action.
JD15 BE	17-008	2/16/2017	Washington	14	MCCARTHY,JAMES R	Mark Krenik	ditch clean out.	zimmerman	5500				Ditch has had inspection and found out that there is a joint survey going on. Waiting for redetermination and survey to be done.



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 4**

**9:20 a.m. Joshua Mankowski (10 min)**

***RE: CLIMB Theatre Contract***

**Staff Contact: Joshua Mankowski**





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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 5**

**9:30 a.m. Pam Simonette, Auditor-Treasurer (5 min)**

*RE: Credit Card Request for Tyler Luethje*

*RE: Woesthoff Farm Lease*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 6**

**9:35 a.m. Cindy Shaughnessy, Public Health (15 min)**

*Amended Immtrack Joint Powers Agreement*

*Contracted Case Management Agreement with Thomas Allen*

*Family Home Visiting Grant: regional application letter of intent*

*2017 Budget Adjustment*

*Other*

Staff Contact:



**Public Health**  
Prevent. Promote. Protect.

# LE SUEUR COUNTY PUBLIC HEALTH

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88 South Park Avenue  
Le Center, MN 56057  
Phone (507) 357-8246  
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting  
December 12, 2017

Cindy Shaughnessy, Public Health Director

## **Agenda:**

### **1) Amended Immtrack Joint Powers Agreement**

- County Attorney Brent Christian reviewed & approved the amended JPA
- JPA attached: page 5-6 amended to include auto-renewal language
- Request Board approval and signatures

### **2) Contracted Case Management (CCM) agreement with Thomas Allen**

- Brent Christian reviewed & approved the Purchase of Service Agreement
- Attached: POS Agreement; Exhibit A – Lead County Ramsey County Contract for CCM; Exhibit B – Designated Roles & Responsibilities for CCM
- Request Board approval for Director to sign

### **3) Family Home Visiting (FHV) Grant application SC region**

- Attached: Letter of Intent to Apply 12-5-17; grant application due Jan. 12, 2018
- Applying for an expansion grant of the current Faribault-Martin program
- Counties: Faribault-Martin, Le Sueur-Waseca, Nicollet-Brown, Watonwan
- Request approval to move forward with grant application

### **4) 2017 Budget Adjustment**

- Request to adjust the 2017 budget
- Move \$12,000 from account 124-6101 (perm. salaries under budget \$34,000)
- Move \$12,000 to account 124-6610 (equipment) to purchase sit stand stations

### **5) Other**

# **South Central Regional Immtrack JOINT POWERS AGREEMENT**

## **Article 1 Enabling Authority**

**THIS AGREEMENT** is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties," and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 145A.04 provides that a political subdivision may implement a project to prevent and control communicable diseases, including vaccine-preventable diseases and to implement and maintain a regional immunization information system to assure age-appropriate immunizations through complete and accurate immunization records available to public and private health care providers; and

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, Section 145A.04 and all other applicable statutes, rules, and regulations, the following Parties:

Blue Earth County  
Brown County

LeSueur County  
Nicollet County

Waseca County  
Watsonwan County

hereto agree as follows:

## **Article 2 Purpose**

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring:

- A. Fulfillment of the Parties broad responsibilities to protect the health and welfare of their citizens.
- B. Age appropriate immunizations and reduction in the occurrence of vaccine-preventable disease through maintenance of complete and accurate immunizations records.
- C. Planning, development of policies, implementation, and direct management of the operations of a regional immunization information system.
- D. Establishment of procedures to add qualifying Parties to this Agreement.

- E. Establishment of a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

### **Article 3 Name**

The name of this entity shall be South Central Regional Immtrack hereinafter sometimes referred to as the Immtrack.

### **Article 4 Governance**

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the Immtrack and shall be known as the Board.
- 4.1.1. The Membership of the Governing Board shall be composed of one representative appointed by each participating county's governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.
- 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
- 4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Immtrack and will not be compensated, including per diem allowance, for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the Party that made the appointment.
- 4.2. Terms; Vacancies. Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as a vacancy occurs.
- 4.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve for one year.
- 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first board meeting of every year. There is no restriction as to the number of terms.

- 4.3.2. Additions to the Board. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.
- 4.3.3. Secretary/Treasurer. The Board may elect or appoint a secretary/treasurer.
- 4.3.4. Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.
- 4.4. Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law). There shall be an annual meeting of the Board held in the first meeting of each calendar year and a minimum of two meetings per year on such dates and at such times and places as the Board shall determine.
- 4.5. Voting. A quorum shall consist of no less than fifty percent (50%) of board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.
- 4.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 4.7. Amendments. This Agreement may be amended from time to time as deemed necessary. Amendments require agreement of all Parties and must be provided to all Parties at least thirty (30) days prior to the effective date of the proposed amendment.
- 4.8. Records, Accounts and Reports
- 4.8.1. Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Statute Chapter 13. They shall be maintained at Blue Earth County Human Services, 410 South Fifth Street, Mankato, Minnesota, 56002. Blue Earth County will serve as the fiscal agent for grant funds received by the Immtrack. Records, accounts and reports shall be maintained by the Secretary/Treasurer.
- 4.8.2. Receipts and Disbursements. The Immtrack will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the Immtrack.

## **Article 5 Duties of the Board**

The Board shall formulate a plan to carry out its purposes pursuant to Article 2.

## **Article 6 Powers of the Board**

- 6.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its

duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2. Specific Powers.

6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Immtrack. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management).

6.2.2 Annual Budget. The fiscal year of the Immtrack shall be the calendar year, January 1 through December 31. An annual budget will be prepared and submitted to the Board by the fiscal agent annually, prior to January 1.

6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

## **Article 7**

### **Indemnification and Hold Harmless**

7.1. Applicability. The Immtrack shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. Immtrack 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 M.S. 466.

7.2. Indemnification and Hold Harmless. The Immtrack shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Immtrack. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants 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.

## Article 8 Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article I.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

## Article 9 Withdrawal and Termination

- 9.1. Withdrawal: Any Party shall have the right to withdraw from this Agreement and the Immtrack created in the following manner:

The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution, and shall send a certified copy of such resolution to the chairperson of the Immtrack Board not less than ninety (90) days before the effective date of withdrawal.

Upon receipt of the resolution of a withdrawal, the Chairperson shall, within ten (10) workdays, mail copies of the resolution to all Parties.

- 9.2. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case, fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal; and any payment in excess of this amount shall be refunded to the withdrawing Party immediately.

The withdrawing Party shall not be entitled to a refund of fees paid to the Immtrack Board prior to the effective date of withdrawal.

Notwithstanding a Party's authority to withdraw, this Agreement and the Board created hereby shall continue in force until all non-withdrawing Parties mutually agree to terminate this Agreement.

The Parties continuing this Agreement and the Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

After the effective date of termination of this agreement by all Parties, the Immtrack Board shall continue to exist for the limited purpose of discharging the Immtrack's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

- 9.3. Termination. This Agreement shall start upon January 1, 2012, **as amended January 1, 2017**, or upon the date of signature of the governing body and remain in force until ~~December 31, 2016 and it shall terminate then unless continued for an additional term or~~



~~terms by the written agreement of all Parties~~ **unless or until a party exercises its right of withdrawal.**

9.3.1 **Effects of Termination.** Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

9.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.

9.3.1B In case of termination, all unused funds and surplus property held by the Immtrack Board shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the respective counties as reported by the most recent census. Any distribution or unused fund or surplus property would go only to Parties who were members of the effective date of the termination of this Agreement.

## **Article 10 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with Blue Earth County who will maintain them at 410 South 5th Street, Mankato, Minnesota, 56001.

IN **WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution: COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
County Attorney/Date

By: \_\_\_\_\_  
Chair of Board

Date of Signature: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Board

10-11  
N:/Contract/IMMTRACK JOINTPOWERS AGREEMENT.DOC(1-7)



December 7, 2017

This is an agreement between Le Sueur County Public Health, 88 South Park Avenue, Le Center, MN 56057 ("County") and Thomas Allen, 1550 Humboldt Avenue West, St. Paul, MN 55118 ("Contractor"), for Contracted Case Management Services.

The Contractor will act on behalf of the Contractor to provide waiver case management services to individuals assigned.

Both the County and the Contractor will adhere to all terms and conditions of the Contractor's Lead Agency Agreement with Ramsey County Human Services:

CHS16 THOMAS ALLEN CM 19 (Exhibit A)

relating to CADI, BI, and CAC waiver case management services.

The exception to this agreement is the authorized unit rate for case management services, as outlined in Attachment A. Both the County & Contractor agree to the following unit rates:

<u>Service</u>	<u>Program</u>	<u>Rate</u>
Case Management	CADI/CAC/BI waiver	State of MN max limit

In addition, both the County & Contractor agree to abide by the "Designated Roles and Responsibilities with Contracted Case Management" document which is specific to Le Sueur County Public Health and Thomas Allen (Exhibit B).

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Cindy Shaughnessy, Le Sueur County Public Health Director

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Date

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Sandra Quinn, Thomas Allen Administrator

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Date



### **Client Services Agreement**

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Human Services Department, 160 East Kellogg Blvd., St. Paul, MN 55101 ("County") and Thomas Allen, Inc., 1550 Humboldt Avenue, West St. Paul, MN 55118, registered as a S Corporation in the State of Minnesota ("Contractor").

## **1. Term**

### **1.1.**

The term of this Agreement shall be from July 01, 2016 through June 30, 2019 and may be renewed for up to two (2) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s) and 0 month(s).

#### **1.1.1.**

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

## **2. Scope of Service**

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

### **2.1.**

The Contractor shall provide Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), Brain Injury (BI) and Developmental Disability (DD) waiver and county funded Case Management Services, Relocation Service Coordination (RSC) and Vulnerable Adult and Developmental Disability Targeted Case Management (VA/DD TCM) Services. Case Management Services assist persons, children and adults to access needed waiver and State plan services, as appropriate/applicable, as well as needed medical, social, educational and other services, regardless of the funding source.

CAC, CADI, BI and DD Case Management Services include but are not limited to:

- Ensuring informed choice for all individuals receiving Case Management Services.
- Informing individuals or their legal representatives of service options
- Assisting individuals with the identification of potential service providers
- Developing person centered plans using person centered principles that balance what is important to the individual with what is important for the individual based on an individual's assessed needs and preferences
- Assisting individuals in accessing needed services
- Coordination of services and
- Evaluation and monitoring of the services identified in the individual's service plan

VA/DD TCM include services provided on behalf of a vulnerable adult or individual with developmental disabilities. VA/DD TCM are services intended to coordinate and link social and other services, designed to help gain access to needed protective services, social, health care, mental health, habilitative, educational, vocational, recreational, advocacy, legal, chemical, health and other related services.

Relocation Service Coordination (RSC) are activities coordinated and designed to help an individual who resides in an eligible institution to gain access to needed medical, social, educational, financial, housing and other services and supports that are necessary to move from an eligible institution to the community.

The following Case Management Service activities are covered under the CAC, CADI, BI and DD waivers:

- Ensuring informed choice for all individuals receiving case management
- Developing service plans using person centered principles.
- Informing individuals or the individual's legal guardian or conservator, or parent if the individual is a minor, of service options
- Assisting individuals in the identification of potential providers
- Assisting individuals with access to services
- Coordinating services
- Evaluating and monitoring the services identified in the plan
- Developing annual service plans development that include discussion of where individuals want to live and work.
- Planning and arranging services and informing the county waiver contact of the proposed services to be authorized, including provider, service type, amount and frequency for entry into MMIS service agreement
- Verifying that all service providers are enrolled with the Minnesota Department of Human Services
- Problem solving
- Consulting and advocating on the multiple service needs of individuals
- Responding to all Common Entry Point (CEP) reports in a timely manner of receipt of report. All responses will be documented in the individual's file and available for Ramsey County review upon request.

The following Case Management Service activities are covered under VA/DD TCM:

- Advocating on behalf of the individual when service barriers are encountered
- Assisting the individual or other interested parties in making informed decisions about available services
- Communicating with the individual or other interested parties
- Completing and maintaining necessary documentation
- Coordinating and monitoring of the overall service delivery to ensure quality and effectiveness of services
- Coordinating referrals for needed services with qualified vendors
- Developing a written service plan

- Monitoring and evaluating services identified in the service plan to ensure personal outcomes are met and to ensure satisfaction with services and service delivery
- Regular review and revision of the service plan with the individual or other interested parties
- Travel time

For VA/DD TCM, the Contractor must document at a minimum:

- One face-to-face contact during the billing month with the individual, or the individual's legal representative, family member, primary caregiver or other relevant parties identified as necessary to the development and implementation of the service plan OR
- A telephone contact during the billing month with the individual, or the individual's legal representative, family member, primary caregiver or other relevant parties identified as necessary to the development and implementation of the service plan, and a face to face contact to these identified parties during the previous two months.
- The first contact is to be face-to-face and no more than two consecutive months may go by without a face-to-face contact.

For RSC, the Contractor shall provide RSC for individuals who were previously on their CAC, CADI, or BI caseload prior to an institution admission.

The Contractor shall also provide Paraprofessional Case Management or Case Management Aide Services (Case Management Services performed by a Case Aide) for individuals on the CAC, CADI or BI waiver. Case Management Aide Services are not available under the DD waiver, VA/DD TCM and RSC.

Case Management Aide definition: Assisting the case manager in carrying out administrative activities of the case management function. The Case Management Aide shall perform only those tasks delegated and supervised by the case manager that do not involve professional expertise or judgement. Case Management Aides cannot conduct assessments, reassessments or develop care plans.

Case management agencies are expected to maintain an up to date knowledge and understanding of all rules, regulations, and state and county policies relating to the CAC, CADI, BI and DD waiver programs, RSC and VA/DD TCM. This may be accomplished, in part, through Department of Human Services (DHS) trainings, DHS Bulletins, accessing information from the Internet, and actively communicating with the state and county.

Applicable Minnesota Department of Human Services Provider Standards include but are not limited to the following:

Case Management may be provided by a:

- Public health nurse
  - licensed under Minnesota Rule 6316.0100

- licensed under Minnesota Statute, section 148.171, subdivision 18, or
- A Registered Nurse
  - licensed under Minnesota Statutes, Chapter 148, sections 148.171 - 148.285, or
- A Social worker (CADI/BI)
  - Graduated from an accredited four-year college with a major in social work, psychology, sociology, or a closely related field; **or** a graduate from an accredited four-year college with a major in any field and one year experience as a social worker in a public or private social service agency, or
- A Social Worker (DD)
  - At least a bachelor degree in social work, special education, psychology, nursing, human services or other fields related to the education or treatment of persons with developmental disabilities or related conditions and
  - One year of experience in the education or treatment of persons with developmental disabilities or related conditions

A Case Management Aide must:

- Be a high school graduate
- Have one year experience as a case aide or in a closely related field or one year of education beyond high school (for example, business school or college)
- Be employed by the agency providing case management
- Receive oversight by the case manager of delegated tasks

In addition to the requirements set forth in statute, the Contractor will be expected to have robust staff training programs. Employing qualified, highly trained staff is a critical component of case management due to the diverse needs of individuals who are in need of case management services. Particular emphasis should be given to training staff on person-centered thinking and planning, informed choice, the dignity of risk, employment first, housing choice, cultural and linguistic competence including anti-racism, systemic racism and white privilege, and coordination with community resources.

The County is working to end racial disparities in the services we provide. We are also working to make sure our workforce reflects the community we serve. In addition to hiring practices, contractors are expected to focus on staff retention, as high turnover is difficult for individuals served.

## 2.2.

Services shall be provided at client's residence or other locations as appropriate. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

## 2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the County



in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

**2.4.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.5.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

**3. Schedule**

The Contractor shall provide services as follows: The Contractor's service shall be provided within the timeframes allowed by the Agreement as requested by the County.

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:  
See Attachment A. The Contractor shall bill DHS MNITS for CAC, CADI, BI and DD waiver Case Management; CAC, CADI and BI Case Management Aide services; and VA/DD TCM. For Developmentally Disabled individuals who are not Medical Assistance eligible and who were referred for Case Management Services by the County an itemized invoice should be sent to Ramsey County Social Services.

**5. Health Insurance Reimbursement and Billing**

In the event that services provided to eligible persons may be reimbursed by private health insurance, managed care organization or other public assistance programs, the Contractor shall bill such third parties before billing the State of Minnesota and/or the County.

**6. Special Conditions**

- 6.1 Case management agencies may not have a financial interest in the provision of Case Management Services other than to receive reimbursement for that service. Case Managers routinely assist the client in locating, accessing, and monitoring services. Due to the inherent conflict of interest a community case management agency shall not provide other services paid for through the CAC, CADI, BI and DD waivers for a client if they provide Case Management to that same client (i.e. home health, homemaker, residential, respite, companion services, etc.) The Contractor agrees that, should any conflict or potential conflict of interest become known, they will immediately notify the County of the conflict or potential conflict, and the County will determine how to proceed.
- 6.2 All individuals served will be screened for eligibility by Ramsey County. Upon establishing eligibility, individuals will be given a choice of case management providers. If the individual does not have a preference an agency will be assigned based on an established rotation system among providers. While some vendors may serve targeted populations, all vendors are expected to be able to serve individuals of diverse cultures/languages and funding type. There is no guaranteed number of referrals per month. If service demand within the County increases, the Contractor is expected to adjust their maximum capacity to aid in meeting the community need.

- 6.3 The Contractor serves as an extension of the County and is therefore expected to execute all roles and reporting requirements set forth as a responsibility of the County.

Expectations include:

- Supporting and promoting Minnesota's Olmstead Plan and the Values and Mission of Ramsey County
  - Supporting and promoting the Adult Services Wellness Delivery model that includes: access and outreach, integration of services, and person-centered thinking
  - Participating in utilization and review processes as requested by the Minnesota Department of Human Services ("DHS") and the County
  - Coordinating with other social service and community partners
  - Integrating practices that facilitate implementation of State and County efforts to meet requirements set forth in Minnesota's Olmstead Plan
  - Involvement in the civil commitment process with clients facing commitment
  - Participating in the County's contractor meetings with the expectation that members will relay information from the County to their own team members
  - Accurate and timely reporting of suspected maltreatment to vulnerable adult and child protection agencies as required by law and Ramsey County Social Services Department policy.
  - Reporting the death of individuals served to the County and the State Ombudsman
  - Maintaining the ability to arrange and pay for interpreter services
  - Understanding the DHS Disability Rate Management System and working collaboratively with providers of waived services to collect the information needed to secure funding
  - Coordinating with other County service areas such as Adult Mental Health.
  - Working with all eligible individuals regardless of waiver type or funding source.
  - In addition, the County expects the individual to remain with the same case manager regardless of the change in the individual's funding source.
- 6.4 The Contractor must have in place and use encryption software with Zixcorp encryption for all data sharing with the County.
- 6.5 Unit rates in effect under this Agreement are subject to future cost of living adjustments by the State of MN
- 6.6 The County does not guarantee a minimum number of referrals.
- 6.7 The Contractor must accept all referrals from the County. Exceptions will only be made when an extenuating circumstance exist (conflict of interest)
- 6.8 A maximum of 144 units a year of Case Management or combined Case Management and Case Management Aide Services can be authorized per case. Any request for funding beyond 144 units per case requires pre-approval by the Ramsey County waiver funding team through the amendment process. Case Management and Case Management Aide Services within 144 units per case may be adjusted by sending in a new waiver

authorization to the County. Per case adjustments of more than three (3) times a year will require the Ramsey County waiver funding team approval.

- 6.9 The Contractor shall perform monthly file reviews on a random sample of 1% of caseload size; however, no less than ten (10) cases to ensure compliance. A quarterly report including the files reviewed, outcome of each file and possible corrective action must be submitted to the County within 30 days after the end of each quarter.
- 6.10 The County shall designate one point of contact person to assist the Contractor with process, procedures and programmatic questions.

## **7. County Roles and Responsibilities**

### **7.1.**

The County may monitor and/or evaluate the performance of the Contractor under this Agreement during and for a period of 90 days following termination or expiration of this Agreement.

## **8. General Contract/Agreement Terms and Conditions**

### **8.1. Payment**

#### **8.1.1.**

No payment will be made until the invoice has been approved by the County.

#### **8.1.2.**

Payment shall be based on a negotiated payment schedule.

### **8.2. Application for Payments**

#### **8.2.1.**

The Contractor may not submit invoices more than once a month.

#### **8.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

#### **8.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **8.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

**8.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**8.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**8.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

**8.4. Successors, Subcontracting and Assignment**

**8.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

**8.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**8.5. Compliance With Legal Requirements**

**8.5.1.**

Unless otherwise provided in the scope, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

**8.5.2.**

The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, zoning standards, staff certification, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:

**8.5.2.1.**

During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

**8.5.2.1.1.**

The Contractor represents that it and its employees will remain qualified and licensed to provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

**8.5.2.1.2.**

The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

**8.5.2.1.2.1.**

Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

**8.5.2.1.2.2.**

Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

**8.5.2.1.2.3.**

Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

**8.5.2.2.**

The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, sections 626.556 and 626.557.

**8.5.2.3.**

Failure to meet such standards may be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination may be effective as of the date of such failure.

**8.5.2.4.**

Loss of any applicable state license by the Contractor shall be cause for termination of this Agreement. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such loss.

**8.5.2.5.**

If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in

Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

**8.5.3.**

Prior to entering into a contract with Ramsey County, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the County, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

**8.6. Data Practices**

**8.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**8.6.2.**

The Contractor designates James Perron as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 06, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**8.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**8.7. Security**

**8.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**8.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and

incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**8.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**8.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**8.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**8.8. HIPAA Compliance**

**8.8.1.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

**8.8.2.**

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.



## **8.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **8.10. Contractor's Insurance**

### **8.10.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

### **8.10.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

### **8.10.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

#### **8.10.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

#### **8.10.3.2.**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to operations of the Contractor, using ISO endorsement form CG 2026 or the equivalent.

### **8.10.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

#### **8.10.4.1.**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.



**8.10.4.2.**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

**8.10.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**8.10.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**8.10.7.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**8.10.8.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**8.10.9.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**8.10.10.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**8.10.11.**

Except as set forth in this section, either the Contractor or its insurer shall provide the County with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of the County, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

**8.10.12.**

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**8.10.13.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

#### **8.11. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

#### **8.12. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Kia Xiong, 160 East Kellogg Blvd., St. Paul, MN 55101

**Contractor:**

Sandy Quinn, 1550 Humboldt Ave., West St. Paul, MN 55118

#### **8.13. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

#### **8.14. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

#### **8.15. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

#### **8.16. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

### **8.17. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **8.18. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

### **8.19. Termination**

#### **8.19.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

#### **8.19.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

#### **8.19.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

### **8.20. Interpretation of Agreement; Venue**

#### **8.20.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

#### **8.20.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**8.21. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**8.22. Debarment and Suspension**

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

**9. Equal Employment Opportunity and Civil Rights**

**9.1.**

The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**9.2.**

The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

**9.3.**

The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

**9.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor

**9.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

**9.4.**

If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described above, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.

## **10. Third Party Beneficiary**

### **10.1.**

The County may notify the Contractor of a health plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.

### **10.2.**

The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.

### **10.3.**

Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.

### **10.4.**

The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.

### **10.5.**

Except as provided in this section, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision. Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2.

## **11. Lead County Contract**

### **11.1.**

Pursuant to Minn. Stat. § 256.0112, subd. 6, this Agreement may be accessed as a Lead County Contract by Other County Social Service Agencies operating under applicable law and rules of the Minnesota Department of Human Services.

### **11.2.**

The County shall monitor the terms of this Agreement and shall make available, upon request of Other County Social Service Agencies copies of this Agreement.

### **11.3.**

All Other County Social Service Agencies purchasing services from Contractor under this Agreement shall abide by the terms of this Agreement. Such Agencies shall be financially responsible for and liable to Contractor under the terms of this Agreement for those clients they refer to Contractor for services.

### **11.4.**

Other County Social Service Agencies utilizing this Agreement as a Lead County Contract agree to be responsible for monitoring Contractor's services to their clients and further agree to hold Ramsey County harmless for Contractor's liability to their clients under this Agreement.

This provision does not affect the statutory requirement to seek county concurrence under Minnesota Statutes section 256B.092, subdivision 8a, when the services are to be purchased for a person with a developmental disability or under Minnesota Statutes section 245.4711, subdivision 3, when the service to be purchased are for an adult with serious and persistent mental illness.

## **12. Extension**

The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

## **13. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [JobConnect@co.ramsey.mn.us](mailto:JobConnect@co.ramsey.mn.us) or call 651-779-5652.

## **14. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

## **15. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

**RATE SHEET**

<b>SERVICE</b>	<b>PROGRAM</b>	<b>RATE</b>
Case Management	CADI, BI, DD WAIVER DD Locally funded	\$20.50 per 15 min. unit
Case Management	VA/DD TCM	\$258.95 per month
Case Management Aide	CADI, BI WAIVER	\$9.39 per 15 min. unit
Relocation Service Coordination	CADI, BI WAIVER	\$15.53 per 15 min. unit





# Designated Roles and Responsibilities with Contracted Case Management

<b>Le Sueur County (LSC) Public Health Case Manager (CM)</b>	<b>Lead Agency responsible for assessment</b>	<b>Thomas Allen Contracted Case Manager (CCM)</b>
<p>Communicate all pertinent information and pending services at the time of the referral to the CCM:                      Universal transfer form: DHS 6037                      Attach the following:                      CSP/CSSP/CSP worksheet (6791A)                      CAC/BI physician documentation                      DHS-6791D                      DHS-2727                      Assessment report                      OBRA I                      Eligibility summary                      PCA provider report (if applicable)                      Planning summary                      DHS-3543 if needed                      DHS 2828A                      Guardianship documentation                      Current signed ROI</p>		<p>CCM to keep a hard file and if audits or further info is needed it can be requested.</p>
	<p>Complete MnCHOICES assessment</p> <p>Complete CSP in MnSP</p> <p>Complete and send CCM                      DHS-6791B                      DHS-2727                      Assessment report                      OBRA I                      Eligibility summary                      PCA provider report                      Planning summary                      DHS-3543 if needed                      DHS 2828</p>	<p>Make referral to Lead Agency responsible for MnCHOICES assessment via MICP (ex. annual reassessment, change in condition, relocation service coordination) within appropriate timeframe using DHS 6791E. Copy LSC CM and LSC CA to this notification. No need to notify LSC CM of change in condition assessment. Refer to MICP (MnCHOICES Interagency Contact Point) list, reassessment rollout checklist, reassessment rollout guidance document, reassessment roll out FAQs, via county link:  <a href="http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&amp;RevisionSelectionMethod=LatestReleased&amp;dDocName=DHS-289284">http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&amp;RevisionSelectionMethod=LatestReleased&amp;dDocName=DHS-289284</a></p>

## Designated Roles and Responsibilities with Contracted Case Management

Le Sueur County (LSC) Public Health Case Manager (CM)	Lead Agency responsible for assessment	Thomas Allen Contracted Case Manager (CCM)
<p>Enter SA upon receipt of email from CCM that CSSP is complete. Email CCM back when complete.</p>		<p>Complete at a minimum of 2 face to face visits/year; visit client during last month of SA, attend team meeting when possible. CM travel time is billable for the BI waiver.</p> <p>Obtain annual signatures: Thomas Allen ROI and Le Sueur County ROI</p> <p>Complete CSSP in MnSP: include 200 units CM for CCM at State max limit, 24 units of CM for LSC at State max limit, 12 units CA for LSC at State max limit, enter RMS worksheets, review, and approve rates and CSSP, obtains all signatures for DHS 6791D: CSSP Signature Sheet</p> <p>Send email to LSC CM and LSC CA that CSSP is complete in MnSP and SA can be entered.</p> <p>Complete LTSS Evaluations in MnSP at 6 month visit</p>
<p>Review waiver resource/change request and submit to LSC waiver supervisor (WMS admin). Once approved send to CCM.</p> <p>Upon email that CSSP has been entered and approved adjust SA and let CCM know that SA has been adjusted.</p>		<p>When requesting a service change, complete LSC waiver resource allocation/change request and submit to LSC.</p> <p>LSC guidelines: when over \$500/one time use and when there is an increase or decrease of \$100/day.</p> <p>Upon receipt of approval of waiver resource/change request from LSC CM enter in CSSP, approve, and send email with SA number to LSC CM and LSC CA to adjust SA.</p>

## Designated Roles and Responsibilities with Contracted Case Management

<b>Le Sueur County (LSC) Public Health Case Manager (CM)</b>	<b>Lead Agency responsible for assessment</b>	<b>Thomas Allen Contracted Case Manager (CCM)</b>
		<p>Track waiver date spans &amp; notify Lead Agency responsible for assessment no later than 20<sup>th</sup> day of 4<sup>th</sup> month before the person's SA end date.</p> <p>Monitor changes in financial eligibility (MA) &amp; communicate this to the LSC CM and/or lead agency responsible for assessment.</p> <p>Ensure person has informed choice, make referrals, monitor &amp; coordinate authorized services</p> <p>Utilize person centered principles in all aspects of case management services</p> <p>Monitor and ensure DHS policy compliance</p> <p>Collect, review and file provider reports</p>
Adjust SA as necessary. Leave SA header dates open for 30 days but close line items as of day of admission.		Notify LSC CM and LSC CA when there is an out of community placement (ex. hospitalization, nursing home, etc.) via email or phone call.
		Complete DHS 3936 – My Move Plan Summary if the person is interested in moving or is planning a move. Notify LSC CM and LSC CA of new address for the person.
<p>Communicate/collaborate with CCM for NOA 2828B</p> <p>Communicate and collaborate with CCM re: need for guardianship</p>		<p>Complete NOA 2828B and update LSC CM and LSC CA: communicate/collaborate with LSC CM</p> <p>Communicate and collaborate with LSC CM re: need for guardianship</p>

## Designated Roles and Responsibilities with Contracted Case Management

<b>Le Sueur County (LSC) Public Health Case Manager (CM)</b>	<b>Lead Agency responsible for assessment</b>	<b>Thomas Allen Contracted Case Manager (CCM)</b>
	Financial Unit: communicate with CCM re: financial. Use DHS 5181 as needed.	Monitor and communicate to the county of residence financial unit (as they service the financial case for LSC CFR if the CFR and COR are different). Use DHS 5181 as needed.

12/5/17

Re: Letter of Intent for EBFHV Grant Due January 12, 2018

To whom this may concern,

Human Services of Faribault & Martin Counties intends to apply for an implementation expansion grant aimed at expanding their current Healthy Families America Program to include more staff capacity within the two counties, as well as expanding the program geographically to include neighboring counties interested in establishing HFA programs. Partnering with Human Services of Faribault & Martin Counties are the following counties: Brown, Nicollet, Le Sueur, Waseca and Watonwan, which makes up a geographical area in South Central Minnesota. Last year (2016) there was 1,723 births within our six-county area. At full capacity, we expect our target caseload to include 90 families.

Below is the contact information for the applicant and partners:

**Human Services of Faribault & Martin Counties:**

Chera Sevcik  
Community Health Manager  
115 W 1<sup>st</sup> Street  
Fairmont, MN 56031  
507-238-4757  
[chera.sevcik@fmchs.com](mailto:chera.sevcik@fmchs.com)

**Brown County:**

Karen Moritz  
Brown County Public Health Director  
1117 Center Street, New Ulm, MN 56073  
507-233-6809  
[Karen.moritz@co.brown.mn](mailto:Karen.moritz@co.brown.mn)

**Nicollet County:**

Mary Hildebrandt, PHN  
Nicollet County Public Health Director  
622 South Front Street  
St. Peter, MN 56082  
507-934-7220  
[mary.hildebrandt@co.nicollet.mn.us](mailto:mary.hildebrandt@co.nicollet.mn.us)

**Le Sueur County:**

Cindy Shaughnessy, PHN  
Le Sueur County Public Health Director  
88 South Park Avenue  
Le Center, MN 56057  
507-357-8246  
[cshaughnessy@co.le-sueur.mn.us](mailto:cshaughnessy@co.le-sueur.mn.us)

**Waseca County:**

Sarah Berry, REHS  
Waseca County Public Health Director  
Le Sueur – Waseca Community Health Services Administrator  
299 Johnson Ave NW, Ste. 160  
Waseca, MN 56093  
507-835-0656  
[sarah.berry@co.waseca.mn.us](mailto:sarah.berry@co.waseca.mn.us)

**Watsonwan County:**

Julia Putz  
Community Health Services Manager  
715 2<sup>nd</sup> Avenue South  
St. James, MN 56081  
507-375-7863  
[Julia.putz@co.watsonwan.mn.us](mailto:Julia.putz@co.watsonwan.mn.us)

Sincerely,

Chera Sevcik



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 7**

**9:50 a.m. Tyler Luethje, Parks Director (10 min)**

*RE: Master Plan for Lake Washington County Park*

Staff Contact:

## County Board Agenda – December 12, 2017

### **Approve ISG Proposal for Lake Washington Regional Park Master Plan**

Lake Washington County Park was granted Regional Park status in 2015 by the Greater Minnesota Regional Parks and Trails Commission. There are currently 48 regionally designated parks or trails within Greater Minnesota that can apply for funding through the Parks & Trails Legacy Fund.

The Parks & Trails Legacy Fund was established in 2008 as part of the 25 year Clean Water, Land and Legacy Amendment. In 2017, the Greater Minnesota Regional Parks and Trails Commission received 25 funding applications and awarded 12 Regional Parks a combined total of \$8,298,810.

The funding deadline for FY2019 is July 31, 2018. To achieve the highest ranking in the funding application, projects need to be ready to move forward immediately. Therefore, I would like the Commissioners approval to accept the ISG Proposal for Lake Washington Regional Park Master Plan Update. Updating the Master Plan and using ISG's professional services will allow us to gain public feedback through an open house, put together a Park Plan, and allow us the greatest chance to be awarded funding for FY2019 and all future years towards the development and expansion of Lake Washington County Regional Park.

Tyler Luethje  
Le Sueur County Parks Director



Tyler Luethje  
Parks Director  
Le Sueur County  
88 South Park Avenue  
Le Center, MN 56057  
507.357.8201  
tluethje@co.le.sueur.mn.us

150+

MN-BASED  
EMPLOYEES

40+

YEARS IN  
BUSINESS

ZWEIG  
GROUP

HOT FIRM  
LIST FOR 2017

TOP 500

2017 ENR FIRM

**RE: PROFESSIONAL SERVICES PROPOSAL FOR LAKE  
WASHINGTON REGIONAL PARK MASTER PLAN UPDATE  
LE SUEUR COUNTY, MINNESOTA**

Tyler

Lake Washington Regional Park recently received regional designation status by the Greater Minnesota Park and Trail Commission, which makes the Park eligible for funding through the statewide Legacy Act sales tax. With new ideas for Park development, Le Sueur County plans to revisit the existing Park Master Plan in preparation for 2019 Legacy funding grant submission. With previous success drafting reports for Legacy funding and an intimate understanding of the Park and region, ISG stands eager to assist in revising the Parks Master Plan to build upon the amenities Lake Washington Regional Park offers.

**PROJECT UNDERSTANDING**

ISG drafted the current Lake Washington Regional Park Master Plan in 2015. With new faces and ideas at the table, the County wants to take a critical look at the Plan, assessing what has already been completed and analyzing regional needs. ISG proposes a phased approach with the following scope of services.

*Phase 1: Stakeholder Engagement + Plan Development*

**Stakeholder Visioning Session**

ISG will meet with the Parks Board, County staff, and select stakeholders at the Park or another preferred venue to:

- Review any current challenges.
- Review past or future development or planning projects that may impact improvements.
- Identify opportunities as they relate to site improvements and/or events that could take place at the Park if appropriate amenities or features were added.



**PHASE 1 DELIVERABLES**

One (1) hard copy of the  
graphics and boards

Electronic copy of all documents

**Preliminary Concept Development**

ISG will summarize and organize all input received from the visioning session in both written and graphical format. Two (2) preliminary concepts to accommodate the various improvements within the overall Park Plan would then be developed based on this information, and submitted to County staff for review.

**Concept Review**

ISG will host a public open house in conjunction with a Park Board meeting to solicit feedback on the concepts.

**Preferred Plan Development**

ISG will develop a preferred plan by refining the conceptual plans based on feedback received during the review session. We will also provide a corresponding cost estimate update and outline steps for implementation, including identifying short- and long-term priorities. ISG will share the preferred plan and accept feedback at a second public open house and Park Board meeting.

7900 International Drive + Suite 550 + Minneapolis, MN 55425  
952.426.0699 + [www.is-grp.com](http://www.is-grp.com)

### Final Plan

ISG will meet with identified project stakeholders to present the preferred plan. ISG will then prepare any final adjustments to the plan, estimate, and implementation steps based on final comments by stakeholders. An electronic copy of all graphics and documents will be provided to the County.

### Phase 2: Master Plan Report Updates

ISG will work closely with Le Sueur County to update the previously prepared Park Master Plan as required to support funding applications for the upcoming grant cycle. ISG anticipates providing updates to previously prepared maps, aerial maps, site plans, and related cost estimates to support the grant application. Updated plan graphics developed during the master planning process will also be integrated into the document.



#### PHASE 2 DELIVERABLES

Two (2) hard copy bound reports in 8.5" x 11" format

Electronic copy of final report

Various sections will also be updated to address recently completed community engagement and input, potential trends, current goals, priorities, and a preliminary future vision for the Park. The Plan will also list agencies and interest groups that have contributed to the success of the park, and identify long-term or new partnership opportunities. A marketing plan that provides a framework of engagement strategies for marketing the park and potentially constructed improvements will be included. Flexibility will be integrated allowing these sections to expand and become further developed in the future.

It is ISG's understanding that the County will provide all existing survey data, imagery, as-built drawings, etc., to aid in the development of the Master Plan update.

### COMPENSATION + SCHEDULE

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the schedule below. Anticipated reimbursable expenses such as travel time, mileage expense, printing costs, etc. are included. Upon request, ISG will host/attend additional engagement or coordination meetings at a cost of \$700 per meeting.

SERVICE		COMPENSATION
<b>PHASE 1</b> JANUARY - MAY 2018	<b>STAKEHOLDER ENGAGEMENT + PLAN DEVELOPMENT</b>	<b>\$14,700</b>
	Stakeholder Visioning Session	\$900
	Preliminary Concepts Development	\$7,700
	Concept Review	\$700
	Preferred Plan Development	\$3,800
	Final Plan	\$1,600
<b>PHASE 2</b> MAY - JUNE 2018	<b>MASTER PLAN REPORT UPDATES</b>	<b>\$7,800</b>
<b>TOTAL</b>		<b>\$22,500</b>

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### ADDITIONAL SERVICES

Our goal for this proposal, like our services, is to be flexible to accommodate the requirements of your project. At your request ISG is able to provide a subsequent proposal to assist with grant application or the necessary professional design services, bid administration, and construction phase services to implement the Park Master Plan as projects move forward.

Thank you for the opportunity to continue working with your team to enhance the outdoor opportunities offered at Lake Washington Regional Park. Upon acceptance of this proposal, please sign the acknowledgment box below and return a copy to our office. We look forward to providing responsive service, a collaborative approach, and timely delivery in support of Lake Washington Regional Park.

Sincerely,



Amanda Prosser PLA, ASLA, CPSI  
Project Manager + Senior Landscape Architect

#### ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

For: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

This proposal is valid for 30 days.



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 8**

**10:00 a.m. CIP Public Hearing (10 min)**

**Staff Contact:**

# Le Sueur County

2018 to 2022

## CAPITAL IMPROVEMENT PLAN

Amended \_\_\_\_\_, 201\_\_

# 2018-2022 CAPITAL IMPROVEMENT PLAN

## Table of Contents

INTRODUCTION	1
THE CAPITAL IMPROVEMENT PLANNING PROCESS	2
CIP POLICY SUMMARY	3
FINANCING THE CAPITAL IMPROVEMENT PLAN	4
CIP PROJECTS 2018-2022	6
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Attachment A-CAPITAL IMPROVEMENT FUNDING SUMMARY

Attachment B-COUNTY AUDITORS REPORT OF OUTSTANDING INDEBTEDNESS

Attachment C-2018 Bond Issue Estimated Costs (for 2018 projects)

Approved October 4, 2005  
Amended October 10, 2006  
Amended October 2, 2007  
Amended August 5, 2008  
Amended June 14, 2011  
Amended December 23, 2014  
Amended June 6, 2017  
Amended ?

## INTRODUCTION

The Le Sueur County Capital Improvement Plan is a multi-year guide to the construction and / or improvement of county roads and facilities and the acquisition of capital equipment. Through the process of preparing and updating a Capital Improvement Plan, the county meets the needs for orderly maintenance of the physical assets of the county. This CIP is intended to serve as a planning tool and is structured to present meaningful long-range perspective of the county's long-range capital needs.

Minnesota Statutes Chapter 373.40 authorizes counties to adopt a Capital Improvement Plan (CIP.) The law requires that a Capital Improvements Plan be prepared that must cover a five year period beginning with the date of the Plan adoption. The CIP must cover:

- 1) The estimated schedule, timing and details of the specific capital improvements.
- 2) Estimated cost of the capital improvements identified.
- 3) The need for the improvements.
- 4) The sources of revenue needed to pay for the improvements.

Approval of the CIP and annual amendments must be approved by the County Board by a three-fifths vote after a noticed public hearing. MN Laws 2005, Chapter 1, Article 3, Sections 101-102 have eliminated DEED's role in the CIP process. Therefore, the final step in the CIP planning process will be for the County to obtain Board approval of the plan on a three-fifths vote. Upon approval by the Board, CIP bonds may be issued.

A County may issue general obligation bonds for improvements included in an approved Plan if the following conditions are satisfied:

1. The County must publish notice of and conduct a public hearing on the issuance of the bonds. The bonds are subject to referendum voter approval only if a petition requesting a vote signed by five percent of the votes cast in the last general election is received within 30 days of the hearing.
2. The maximum annual debt service payment on all outstanding CIP bonds does not exceed 0.12 percent of the taxable market value of the County, excluding market value included in TIF districts.
3. The issuance of bonds must be approved by at least three-fifths of the members of the County Board.

The Le Sueur County Capital Improvement Plan has been created in accordance with the guidelines of Minnesota Statutes, Section 373.40. The CIP covers public improvements and building projects, with a useful life of five years or greater, currently anticipated to be undertaken by the county during the next five years. While cost estimates and proposed funding sources are identified for each general improvement area, the CIP is not intended to provide a complete financing plan for each project. As the County prepares to undertake individual projects, the County Board will consider a specific finance program. The priority and scheduling of each project may also change over time.

Le Sueur County believes the Capital Improvement process is an important element of responsible fiscal management. Major capital expenses can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital projects is important to the county in achieving its goals of an adequate physical plant, equipment and sound fiscal management. In these financially difficult times, good planning is essential for the wise use of limited funding.

## **THE CAPITAL IMPROVEMENT PLANNING PROCESS**

The Capital Improvement Planning process is as follows: The County Board authorizes the preparation of the CIP. The Administrator is instructed to assemble all known capital projects necessary over the next five-year period. The County Board then reviews the projects according to the project priority, fiscal impact and available funding. From this information, a preliminary capital improvement plan is prepared. A public hearing is held to solicit input from citizens and other governmental units. Changes may be made based on that input and a final project list is established.

The County Board then prepares the final plan and works with its financial advisor to prepare a general obligation bond sale and repayment schedule if necessary to the CIP. Once the proceeds from the bond sales become available, the 2018 projects are implemented.

In subsequent years, the process is repeated as projects are completed and new needs arise. Capital Improvement planning always looks five years into the future.

The CIP will be revised and updated on an annual basis during the annual budget cycle. Changes to the priorities established in the plan should be expected. Changes can be caused by reductions in funding levels, grants or other aid, delays in construction, emergency needs or simply a change in community preferences.



## **CIP POLICY SUMMARY**

In adopting the Capital Improvements Plan (CIP), the County finds:

1. The projects contained in the CIP are necessary to maintain the existing infrastructure of the County, to meet the anticipated service demands of the County and to properly provide for the safety and general well being of its residents.
2. The County has considered the costs of the projects and the available financial resources and has determined that these projects are within the financial ability of the County. Further, the County has determined that failure to undertake the CIP will result in a greater financial burden in the future.
3. The County has reviewed the alternatives for shared facilities with other units of governments. Le Sueur County will participate in shared facility options if such options are found to be efficient and cost effective.
4. The CIP is designed to make the most effective use of all financial resources available to the County, including current budgeted revenue, grants, fund reserves and borrowing. The County's goal is to maintain a reasonable balance among all available resources. The debt proposed in the CIP is within the statutory and financial capacity of the County. The County will structure all necessary debt in a manner that makes the best use of its financial resources and minimizes the impact on county residents. For those projects utilizing debt, borrowing is needed to provide the improvement in a timely manner and to spread the financial impacts over a period of years.

## FINANCING THE CAPITAL IMPROVEMENT PLAN

### Tax Levy

The tax levy funds are derived from the County property tax. The County Board determines the annual amount of the tax levy.

### Capital Replacement / Building Fund

The County may establish a capital building fund for future financing.

### General Obligation Bonds.

Minnesota Statutes, Chapter 475 allows general obligation bonds to be issued for building purposes in an amount up to the county's debt limit. This requires a vote of the public and must be approved by one vote more than 50% of those voting. The tax levy for debt service is spread on the basis of market value. First under MS 475, with few exceptions, counties cannot incur debt in excess of 3% of the assessor's estimated market value for the county. In Le Sueur County, the 2017 EMV is \$3,981,422,600. Therefore, the total amount of outstanding debt cannot exceed \$119,442,678. The 2016 EMV is \$3,958,055,700. Outstanding debt cannot exceed \$118,741,671.

### G.O. Capital Improvement Bonds

Minnesota Statute Chapter 373.40 allows counties to issue general obligation bonds for purposes defined in the Capital Improvement Plan. The annual obligation of debt cannot exceed 0.0012 times the Estimated Market Value for interest and principle payments without a referendum vote.

The calculation of Le Sueur County's debt limit is as follows:

*The maximum amount that can be levied on all of the County's CIP bonds is limited by the following formula:*

	2015	2016	2017
Estimated Market Value	\$3,878,425,100	\$3,958,055,700	\$3,981,422,600
x 0.12%	<u>.0012</u>	<u>.0012</u>	<u>.0012</u>
CIP legal lending limit (interest and principle payment)	\$ 4,654,110*	\$4,749,667*	\$4,777,707*

*\* 2011 G.O. Capital Improvement Bond sale proceeds were used for ARMER 800 megahertz public safety communication system. By state statute, bond proceeds used for the purchase of ARMER 800 megahertz public safety communication equipment is not included in the CIP annual obligation of debt that cannot exceed 0.0012 times the Market Value for interest and principle payments.*

#### G.O. State Aid Road Bonds

Counties may issue general obligation bonds pursuant to Minnesota Statutes, section 162.181 and Chapter 475 for the purpose of financing the costs of State-Aid highway construction projects within the County.

#### Bridge Bonding

The Minnesota Department of Transportation administers the Federal Bridge Replacement funds. The state has financed bridge replacements through a State-bonding program for bridges greater than 20-feet in length.

#### Capital Equipment Notes

Counties are given authority to issue general obligation capital notes by resolution of the County Board without a referendum. General obligation capital notes are subject to the County's debt limit.

#### 429 Improvement Bonds

Counties may issue bonds pursuant to Minnesota Statutes, Chapters 375B, 429, 444 and 475 for the purpose of financing the costs of sanitary sewer system projects within the County.

#### G.O. County Jail Bonds

Counties may issue general obligation bonds for the creation of a county jail, sheriff's residence or both, pursuant to the provisions of MN Statutes, Chapters 641 and 475. No election is required if the amount of all bonds issued for this purpose and interest on them which are due and payable in any year does not exceed an amount equal to 0.09671 percent of the Estimated Market Value for interest and principle payments without a referendum vote.

#### County State-Aid Highways Regular Construction

The purpose of the state-aid program is to provide resources, from the Highway Users Tax Distribution Fund, to assist local governments with the construction and maintenance of community-interest highways and streets on the state-aid system.

#### County State-Aid Highway Municipal Construction

The purpose of the state-aid program is to provide resources, from the Highway Users Tax Distribution Fund, to assist local governments with the construction and maintenance of community-interest highways and streets on the state-aid system to be used on state aid roads in cities whose population is under 5000.

# CIP PROJECTS

## 2018 - 2022

The CIP is organized by year beginning with year 2018 projects.  
These schedules are subject to change due to priority and financial conditions.

Year 2018

Project	Description	General Fund	G. O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Bonds	Capital Notes	429 Improvement Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH - Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
<b>HIGHWAY</b>																		
CSAH 5 - TH 99 to CSAH 26	CIR/Bit Overlay								\$1,200,000									\$1,200,000
Clear Lake Lane	Reconstruct																\$425,000	\$425,000
TH 112 - CR 115 to TH 99	Reconstruct																\$15,000,000	\$15,000,000
CSAH 33 - 0.5 mi S. CSAH 28	Replace Bridge 92723								\$120,000		\$120,000							\$240,000
CSAH 52 in Waterville	Replace Bridge 4458								\$150,000		\$150,000							\$300,000
CR 104 - CR 104 to CSAH 15	Grading and Base							\$500,000										\$500,000
Replace Tandem Truck								\$275,000										\$275,000
Replace Tractor and Mower								\$100,000										\$100,000
<b>MAINTENANCE</b>																		
<b>HUMAN SERVICES</b>																		
<b>PARKS</b>																		
<b>SHERIFF</b>																		
Replace Three Squad Cars		\$105,000																\$105,000
Jail portion of LEC, Phase 1			\$5,000,000															\$5,000,000
Justice Center, Phase 1					\$5,000,000													\$5,000,000
Montgomery Radio Shed		\$100,000																\$100,000
<b>MIS</b>																		
Replacement of Equipment		\$150,000																\$150,000
<b>VETS SERVICES</b>																		
Replace Van		\$30,000																\$30,000
<b>TOTALS</b>		\$385,000	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$875,000	\$1,470,000	\$0	\$270,000	\$0	\$0	\$0	\$0	\$0	\$15,425,000	\$28,425,000

Year 2019

Project	Description	General Fund	G. O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Bonds	Capital Notes	429 Improvement Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH - Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
<b>HIGHWAY</b>																		
CSAH 23 - UP RR to TH 112	Reconstruct and Surface								\$1,200,000								\$4,145,000	\$5,345,000
CSAH 10 - CSAH 32 to Rice Co.	CIR/Bit Overlay								\$800,000									\$800,000
CSAH 15 - TH 112 to CSAH 26	Bit Rehab and Overlay								\$374,000							\$1,326,000		\$1,700,000
CSAH 37	Sidewalk TAP									\$51,429		\$500,941				\$383,090		\$935,460
CR 104 - CSAH 15 to CR 104	Base and Bituminous							\$425,000										\$425,000
CR 103 - CR 105 to CR 104	Bituminous Overlay							\$200,000										\$200,000
CR 104 - CSAH 16 to CR 105	Bituminous Overlay							\$700,000										\$700,000
CR 131 - CSAH 6 to Waterville	Bituminous Overlay							\$600,000										\$600,000
County Wide	Bituminous Seal Coat							\$250,000	\$500,000									\$750,000
Replace Tandem Truck								\$275,000										\$275,000
<b>ADMINISTRATION</b>																		
West Jefferson Sewer SSD	Sanitary Sewer District						\$2,500,000											\$2,500,000
<b>MAINTENANCE</b>																		
<b>HUMAN SERVICES</b>																		
<b>PARKS</b>																		
<b>SHERIFF</b>																		
Jail portion of LEC, Phase 1			\$5,000,000															\$5,000,000
Justice Center, Phase 1					\$5,000,000													\$5,000,000
Repalce Three Squad Cars		\$105,000																\$105,000
<b>MIS</b>																		
Replacement of Equipment		\$150,000																\$150,000
<b>TOTALS</b>		\$255,000	\$5,000,000	\$0	\$5,000,000	\$0	\$2,500,000	\$2,450,000	\$2,874,000	\$51,429	\$0	\$500,941	\$0	\$0	\$0	\$1,709,090	\$4,145,000	\$24,485,460

Year 2020

Project	Description	General Fund	G. O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Bonds	Capital Notes	429 Improvem- ent Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH - Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
<b>HIGHWAY</b>																		
CSAH 28 - CSAH 30 to TH 13	CIR & Overlay								\$600,000									\$600,000
CSAH 33 - CSAH 26 to CSAH 28	FDR & Overlay								\$2,000,000									\$2,000,000
TH 112 - CR 115 to TH 169	Reconstruct in L.S.																\$11,000,000	\$11,000,000
Replace Tandem Truck								\$275,000										\$275,000
<b>MAINTENANCE</b>																		
Phase 2 Remodel	Courthouse				\$3,000,000													\$3,000,000
<b>HUMAN SERVICES</b>																		
<b>PARKS</b>																		
<b>EMERGENCY MANAG.</b>																		
Vehicle		\$30,000																\$30,000
<b>SHERIFF</b>																		
Replace Three Squad Cars		\$105,000																\$105,000
Computers		\$100,000																\$100,000
<b>MIS</b>																		
Replacement of Equipment		\$150,000																\$150,000
<b>TOTALS</b>		\$385,000	\$0	\$0	\$3,000,000	\$0		\$275,000	\$2,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000,000	\$17,260,000

Year 2021

Project	Description	General Fund	G. O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Bonds	Capital Notes	429 Improvement Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH - Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
<b>HIGHWAY</b>																		
County Wide	Seal Coat							\$250,000	\$500,000									\$750,000
CSAH 14 - CSAH 11 to CSAH 6	Bit Rehab and Overlay								\$1,680,000									\$1,680,000
CSAH 13 - TH 60 to CSAH 16	Bit Rehab and Overlay								\$555,000									\$555,000
CSAH 11 - Le Center to 32	Road Slide & CIR								\$1,200,000									\$1,200,000
Equipment Replacement		\$500,000																\$500,000
<b>MAINTENANCE</b>																		
Phase 3, Sheriff Residence					\$1,000,000													\$1,000,000
<b>HUMAN SERVICES</b>																		
<b>PARKS</b>																		
<b>SHERIFF</b>																		
Replace Three Squad Cars		\$105,000																\$105,000
<b>MIS</b>																		
Replacement of Equipment		\$150,000																\$150,000
<b>TOTALS</b>		\$755,000	\$0	\$0	\$1,000,000	\$0		\$250,000	\$3,935,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,940,000



Year 2022

Project	Description	General Fund	G. O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Bonds	Capital Notes	429 Improvement Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH - Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
HIGHWAY																		
																		\$0
																		\$0
																		\$0
Equipment Replacement		\$500,000																\$500,000
Replace County Shop	Le Center				\$4,000,000									\$4,000,000				\$8,000,000
MAINTENANCE																		
																		\$0
																		\$0
HUMAN SERVICES																		
																		\$0
PARKS																		
																		\$0
SHERIFF																		
Replace Three Squad Cars		\$105,000																\$105,000
																		\$0
MIS																		
Replacement of Equipment		\$150,000																\$150,000
																		\$0
TOTALS		\$755,000	\$0	\$0	\$4,000,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$8,755,000

## COUNTY DEBT AND OVERLAPPING DEBT

The total amount of requested projects under the 2018-2022 CIP is \$84,865,460. See **Attachment A, Capital Improvement Funding Summary** for a breakdown of funding sources. If these projects are to be funded, that amount of money must be generated through the tax levy, sale of bonds or taken from county reserves. Some of the funding mechanisms have statutory limits including the G.O. CIP Bonds shown below.

Of the total CIP amount, \$18,000,000 would be funded using Capital Improvement Program General Obligation bonds.

2018	\$5,000,000
2019	\$5,000,000
2020	\$3,000,000
2021	\$1,000,000
2022	\$4,000,000
Total	\$18,000,000

Assuming bonds are paid over 20 years at current market interest rates, the maximum combined annual principal and interest payments are shown in Table 1, G.O. Capital Improvement Bonds. This is below the statutory limit of \$4,777,707 to be used for principal and interest payments.

Of the CIP total amount, \$10,000,000 would be funded using G.O. County Jail Bonds in 2018 and 2019, according to the plan, which is subject to change.

2018	\$5,000,000
2019	\$5,000,000
2020	\$0
2021	\$0
2022	\$0
Total	\$10,000,000

County Jail bonds can be issued without a referendum if the maximum annual debt service payment of principal and interest to be paid in any year does not exceed 0.09671% of the estimated market value of taxable property within the County as certified for the year in which the bond are issued.

**Projected G.O. Bond Limitation for Bond Year 2018 Based on Jail Bond Limitation**

Estimated Market Value (2017)	\$3,981,422,600
% Limitation (0.09671%)	\$3,850,433
Projected Principal and Interest Payment	\$817,475

The County reserves the right to vary the term of any borrowing identified in this plan with the understanding that the maximum payment of all outstanding CIP Bonds cannot exceed the statutory limit.

In preparing this Capital Improvement Plan, the County must consider for each project, and the plan as a whole, several factors, including the level of overlapping debt of the County. Attachment B, County Auditor's Report of Outstanding Indebtedness provides detailed information about the County's overlapping debt status as of December 31, 2016.

**CONTINUATION OF THE CAPITAL IMPROVEMENT PLAN**

The County Board will use the process outlined on page 2 of this plan and will review the CIP annually. The Board will review proposed projects and may add or delete projects based on priority decisions. While following the CIP process on an annual basis, the Board can continue to provide necessary improvements while keeping debt based spending within reasonable limitations.

# Attachment A Capital Improvement Funding Summary 2018-2022

	General Fund	G.O. Jail Bonds	G.O. Bonds	G.O. Capital Improvement Program (CIP) Bonds	Capital Notes	429 Improvement Bonds	Local Road and Bridge Fund	CSAH Regular Construction	CSAH Municipal Construction	Fund 29 State Bridge Bonds	Other Local Funds	Land Records Fund	CSAH General Obligation Bonds	CSAH-Munic General Obligation Bonds	Federal Highway Admin	Grants	Total
2018	\$385,000	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$875,000	\$1,470,000	\$0	\$270,000	\$0	\$0	\$0	\$0	\$0	\$15,425,000	\$28,425,000
2019	\$255,000	\$5,000,000	\$0	\$5,000,000	\$0	\$2,500,000	\$2,450,000	\$2,874,000	\$51,429	\$0	\$500,941	\$0	\$0	\$0	\$1,709,090	\$4,145,000	\$24,485,460
2020	\$385,000	\$0	\$0	\$3,000,000	\$0	\$0	\$275,000	\$2,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000,000	\$17,260,000
2021	\$755,000	\$0	\$0	\$1,000,000	\$0	\$0	\$250,000	\$3,935,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,940,000
2022	\$755,000	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$8,755,000
<b>Total</b>	<b>\$2,535,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$18,000,000</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$3,850,000</b>	<b>\$10,879,000</b>	<b>\$51,429</b>	<b>\$270,000</b>	<b>\$500,941</b>	<b>\$0</b>	<b>\$4,000,000</b>	<b>\$0</b>	<b>\$1,709,090</b>	<b>\$30,570,000</b>	<b>\$84,865,460</b>

Table 1

Estimated G.O. Capital Improvement Plan Bonds

Estimated Annual Debt Service Payments

Year	Total Bond Amount	Term (years)	Interest Rate	2019	2020	2021	2022	2023	2024
2018	\$5,000,000	20	3.00%		\$336,079	\$336,079	\$336,079	\$336,079	\$336,079
2019	\$5,000,000	20	3.00%			\$336,079	\$336,079	\$336,079	\$336,079
2020	\$3,000,000	20	3.00%				\$201,647	\$201,647	\$201,647
2021	\$1,000,000	20	3.00%					\$67,216	\$67,216
2022	\$4,000,000	20	3.00%						\$268,863
2023									
2024									
2025									
<b>Estimated Total Annual D/S Payments</b>				\$0	\$336,079	\$672,157	\$873,804	\$941,020	\$1,209,883

Table 2

Estimated G.O. Jail Bonds

Estimated Annual Debt Service Payments

Year	Total Bond Amount	Term (years)	Interest Rate	2018	2019	2020	2021	2022
2018	\$5,000,000	20	3.00%			\$336,079	\$336,079	\$336,079
2019	\$5,000,000	20	3.00%				\$336,079	\$336,079
2020								
2021								
2022								
2023								
2024								
2025								
<b>Estimated Total Annual D/S Payments</b>				\$0	\$0	\$336,079	\$672,157	\$672,157

## County Auditors Report of Outstanding Indebtedness

COUNTY OF: Le Sueur

Name of Governmental Unit	Bonds										Other Long-term Indebtedness (Identify)	State Aid and Tax Anticipation Certificates	Refunding ( Included in Bonds Outstanding)	
	Outstanding Jan. 1, 2016	Issued During the Year	Paid During the Year	Bonds Outstanding December 31										2016
				Total	General Obligation	G. O. Tax Increment	G. O. Special Assessment	G. O. Revenue	Revenue	Other (Identify)				
County														
Le Sueur	19,995,000	2,500,000	2,280,000	20,215,000	14,525,000					5,690,000		5,690,000	1,000,000	
Cities														
Cleveland	2,435,711	0	193,000	2,242,711				2,242,711						
Elysian	1,613,450	1,930,000	222,690	3,320,760			2,860,000	460,760					715,000	
Heidelberg	0	0	0	0										
Kasota	0	0	0	0										
Kilkenny	0	0	0	0										
Le Center	10,054,425	2,655,000	998,425	11,711,000	5,261,250		1,753,750	4,696,000						
Le Sueur	29,652,832	0	2,695,080	26,957,752	2,245,000		2,380,000	12,114,000	10,218,752				5,040,000	
Montgomery	15,677,295	3,095,000	1,520,000	17,252,295	11,763,253		2,205,000	3,284,042					6,345,000	
New Prague - not home County														
Waterville	14,082,633	0	772,633	13,310,000	633,000			12,482,000		195,000				
Total of Cities	73,516,346	7,680,000	6,401,828	74,794,518	19,902,503	0	9,198,750	35,279,513	10,218,752	195,000	0	0	12,100,000	
School District														
Cleveland #391	0	0	0	0							155,061			
WEM #2143	0	0	0	0							25,004			
LSH #2397	13,045,000	0	1,010,000	12,035,000	11,445,000					590,000			11,445,000	
Tri City United #2905	37,009,000	0	2,739,000	34,270,000	34,270,000						1,135,000			
Mankato #77 - not home County														
St Peter #508-not home County														
Belle Plaine #716-not home County														
New Prague #721-not home County														
Total of Schools	50,054,000	0	3,749,000	46,305,000	45,715,000	0	0	0	0	590,000	1,315,065	0	11,445,000	
Townships														
Washington Township	34,284	0	17,316	16,968			16,968							
Total of Townships	34,284	0	17,316	16,968	0	0	16,968	0	0	0	0	0	0	
Special District														
Lake Washington San Sewer	9,047,156	0	494,767	8,552,389			8,192,389	360,000			8,032,389		520,000	
Total of Spec Dist	9,047,156	0	494,767	8,552,389	0	0	8,192,389	360,000	0	0	8,032,389	0	520,000	
GRAND TOTAL	152,646,786	10,180,000	12,942,911	149,883,875	80,142,503	0	17,408,107	35,639,513	10,218,752	6,475,000	9,347,454	5,690,000	25,065,000	

Le Sueur County, Minnesota

General Obligation Capital Improvement Bond Max Debt Calculation

Fiscal Year	CIP Bonds 2006A	CIP Bonds 2007A	CIP Bonds 2008A	CIP Bond Portion 2015A	CIP Bonding authority carries forward 2016A	CIP Bonds 2017A	CIP Bonds Projected 2018B CIP	CIP Bond Total P & I
2017								-
2018	228,200.00	230,625.00	372,122.50	525,700.00	176,800.00	-		702,500.00
2019	231,000.00	228,625.00	370,922.50	526,900.00	178,600.00	279,761.67	912,645.00	1,897,906.67
2020	228,400.00	231,425.00	374,322.50	522,900.00	180,300.00	281,450.00	1,114,250.00	2,098,900.00
2021	230,600.00	228,825.00	377,122.50	523,800.00	176,900.00	285,000.00	1,112,970.00	2,098,670.00
2022	232,400.00	231,025.00	374,002.50	524,500.00	178,500.00	288,250.00	1,115,620.00	2,106,870.00
2023	228,800.00	232,825.00	375,142.50	525,000.00		286,200.00	1,112,110.00	1,923,310.00
2024		234,225.00	375,480.00	525,300.00		284,000.00	896,510.00	1,705,810.00
2025				525,400.00		281,650.00	328,335.00	1,135,385.00
2026				525,300.00		284,150.00	329,155.00	1,138,605.00
2027						286,350.00	329,542.50	615,892.50
2028						283,250.00	329,482.50	612,732.50
2029							329,195.00	329,195.00
2030							328,435.00	328,435.00
2031							327,187.50	327,187.50
2032							325,562.50	325,562.50
2033							328,550.00	328,550.00
2034							325,997.50	325,997.50
2035							328,032.50	328,032.50
2036							324,492.50	324,492.50
2037							325,515.00	325,515.00
2038							325,927.50	325,927.50
2039							325,710.00	325,710.00
2040								-
	1,379,400.00	1,617,575.00	2,619,115.00	4,724,800.00	891,100.00	2,840,061.67	11,175,225.00	19,631,186.67

Calculation of CIP Debit Limit

2017 Estimated Taxable Market Value	3,981,422,600
Annual CIP Bonding Limit	0.12%
Maximum Annual CIP Debt Service	4,777,707
Less Maximum Annual CIP Debt Service on Existing and Proposed Debt	2,106,870
Remaining Annual CIP Bonding Capacity	2,670,837



Le Sueur County, Minnesota

General Obligation Jail Bonds Max Debt Calculation

Fiscal Year	Jail Bond 2017B		Jail Bond Projected 2018A	Jail Bond Total P & I
2017				-
2018				-
2019	490,522.51			490,522.51
2020	490,717.50		326,030.00	816,747.50
2021	487,317.50		323,672.50	810,990.00
2022	488,767.50		326,007.50	814,775.00
2023	489,917.50		323,067.50	812,985.00
2024	490,767.50		324,812.50	815,580.00
2025	491,317.50		326,157.50	817,475.00
2026	489,130.00		327,087.50	816,217.50
2027	486,567.50		322,587.50	809,155.00
2028	488,630.00		322,750.00	811,380.00
2029	488,550.00		322,575.00	811,125.00
2030	488,190.00		327,052.50	815,242.50
2031	487,550.00		325,927.50	813,477.50
2032	486,630.00		324,427.50	811,057.50
2033	490,430.00		327,542.50	817,972.50
2034	488,810.00		325,122.50	813,932.50
2035	486,910.00		327,292.50	814,202.50
2036	489,730.00		323,892.50	813,622.50
2037	487,130.00		325,057.50	812,187.50
2038	489,250.00		325,617.50	814,867.50
2039			325,552.50	325,552.50
2040				-
	9,776,835.01	-	6,502,232.50	16,279,067.51

2017 Estimated Taxable Market Value	3,981,422,600
% Limitation	0.09671%
Maximum Annual Jail Bond Debt Service Principal and Interest	3,850,434
Less Maximum Annual CIP Debt Service on Existing and Proposed Debt	817,475
Remaining Annual Jail Bond Principal and Interest	3,032,959

# Le Sueur County, Minnesota

\$9,250,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

## Total Issue Sources And Uses

Dated 02/01/2018 | Delivered 02/01/2018

	Current Ref GO CIP 2006A	Current Ref GO CIP 2007A	Current Ref GO CIP 2008A	New Money	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds	\$1,055,000.00	\$1,240,000.00	\$1,995,000.00	\$4,960,000.00	\$9,250,000.00
<b>Total Sources</b>	<b>\$1,055,000.00</b>	<b>\$1,240,000.00</b>	<b>\$1,995,000.00</b>	<b>\$4,960,000.00</b>	<b>\$9,250,000.00</b>
<b>Uses Of Funds</b>					
Total Underwriter's Discount (1.200%)	12,660.00	14,880.00	23,940.00	59,520.00	111,000.00
Costs of Issuance	9,466.47	11,126.49	17,901.09	44,505.95	83,000.00
Deposit to Capitalized Interest (CIF) Fund	-	-	-	123,415.00	123,415.00
Deposit to Project Construction Fund	-	-	-	4,732,000.00	4,732,000.00
Deposit to Current Refunding Fund	1,028,416.67	1,214,052.08	1,956,743.54	-	4,199,212.29
Rounding Amount	4,456.86	(58.57)	(3,584.63)	559.05	1,372.71
<b>Total Uses</b>	<b>\$1,055,000.00</b>	<b>\$1,240,000.00</b>	<b>\$1,995,000.00</b>	<b>\$4,960,000.00</b>	<b>\$9,250,000.00</b>

Proposed CR 2006A 2007A a | Issue Summary | 10/27/2017 | 10:01 AM



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## Le Sueur County, Minnesota

\$9,250,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	-	(1,372.71)	(1,372.71)
08/01/2018	-	-	91,322.50	91,322.50	(61,707.50)	29,615.00	-
02/01/2019	730,000.00	1.150%	91,322.50	821,322.50	(61,707.50)	759,615.00	789,230.00
08/01/2019	-	-	87,125.00	87,125.00	-	87,125.00	-
02/01/2020	940,000.00	1.200%	87,125.00	1,027,125.00	-	1,027,125.00	1,114,250.00
08/01/2020	-	-	81,485.00	81,485.00	-	81,485.00	-
02/01/2021	950,000.00	1.300%	81,485.00	1,031,485.00	-	1,031,485.00	1,112,970.00
08/01/2021	-	-	75,310.00	75,310.00	-	75,310.00	-
02/01/2022	965,000.00	1.400%	75,310.00	1,040,310.00	-	1,040,310.00	1,115,620.00
08/01/2022	-	-	68,555.00	68,555.00	-	68,555.00	-
02/01/2023	975,000.00	1.600%	68,555.00	1,043,555.00	-	1,043,555.00	1,112,110.00
08/01/2023	-	-	60,755.00	60,755.00	-	60,755.00	-
02/01/2024	775,000.00	1.700%	60,755.00	835,755.00	-	835,755.00	896,510.00
08/01/2024	-	-	54,167.50	54,167.50	-	54,167.50	-
02/01/2025	220,000.00	1.900%	54,167.50	274,167.50	-	274,167.50	328,335.00
08/01/2025	-	-	52,077.50	52,077.50	-	52,077.50	-
02/01/2026	225,000.00	2.050%	52,077.50	277,077.50	-	277,077.50	329,155.00
08/01/2026	-	-	49,771.25	49,771.25	-	49,771.25	-
02/01/2027	230,000.00	2.200%	49,771.25	279,771.25	-	279,771.25	329,542.50
08/01/2027	-	-	47,241.25	47,241.25	-	47,241.25	-
02/01/2028	235,000.00	2.250%	47,241.25	282,241.25	-	282,241.25	329,482.50
08/01/2028	-	-	44,597.50	44,597.50	-	44,597.50	-
02/01/2029	240,000.00	2.400%	44,597.50	284,597.50	-	284,597.50	329,195.00
08/01/2029	-	-	41,717.50	41,717.50	-	41,717.50	-
02/01/2030	245,000.00	2.550%	41,717.50	286,717.50	-	286,717.50	328,435.00
08/01/2030	-	-	38,593.75	38,593.75	-	38,593.75	-
02/01/2031	250,000.00	2.650%	38,593.75	288,593.75	-	288,593.75	327,187.50
08/01/2031	-	-	35,281.25	35,281.25	-	35,281.25	-
02/01/2032	255,000.00	2.750%	35,281.25	290,281.25	-	290,281.25	325,562.50
08/01/2032	-	-	31,775.00	31,775.00	-	31,775.00	-
02/01/2033	265,000.00	2.850%	31,775.00	296,775.00	-	296,775.00	328,550.00
08/01/2033	-	-	27,998.75	27,998.75	-	27,998.75	-
02/01/2034	270,000.00	2.950%	27,998.75	297,998.75	-	297,998.75	325,997.50
08/01/2034	-	-	24,016.25	24,016.25	-	24,016.25	-
02/01/2035	280,000.00	3.050%	24,016.25	304,016.25	-	304,016.25	328,032.50
08/01/2035	-	-	19,746.25	19,746.25	-	19,746.25	-
02/01/2036	285,000.00	3.150%	19,746.25	304,746.25	-	304,746.25	324,492.50
08/01/2036	-	-	15,257.50	15,257.50	-	15,257.50	-
02/01/2037	295,000.00	3.250%	15,257.50	310,257.50	-	310,257.50	325,515.00
08/01/2037	-	-	10,463.75	10,463.75	-	10,463.75	-
02/01/2038	305,000.00	3.350%	10,463.75	315,463.75	-	315,463.75	325,927.50
08/01/2038	-	-	5,355.00	5,355.00	-	5,355.00	-
02/01/2039	315,000.00	3.400%	5,355.00	320,355.00	-	320,355.00	325,710.00
<b>Total</b>	<b>\$9,250,000.00</b>	<b>-</b>	<b>\$1,925,225.00</b>	<b>\$11,175,225.00</b>	<b>(123,415.00)</b>	<b>\$11,050,437.29</b>	<b>-</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$75,510.00
Average Life	8.163 Years
Average Coupon	2.5496292%
Net Interest Cost (NIC)	2.6966296%
True Interest Cost (TIC)	2.6674725%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.7973383%

### IRS Form 8038

Net Interest Cost	2.5496292%
Weighted Average Maturity	8.163 Years

Proposed CR 2006A 2007A a | Issue Summary | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

## \$9,250,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2018	-	-	-	-	-	(1,372.71)	(1,441.35)
02/01/2019	730,000.00	1.150%	182,645.00	912,645.00	(123,415.00)	789,230.00	828,691.50
02/01/2020	940,000.00	1.200%	174,250.00	1,114,250.00	-	1,114,250.00	1,169,962.50
02/01/2021	950,000.00	1.300%	162,970.00	1,112,970.00	-	1,112,970.00	1,168,618.50
02/01/2022	965,000.00	1.400%	150,620.00	1,115,620.00	-	1,115,620.00	1,171,401.00
02/01/2023	975,000.00	1.600%	137,110.00	1,112,110.00	-	1,112,110.00	1,167,715.50
02/01/2024	775,000.00	1.700%	121,510.00	896,510.00	-	896,510.00	941,335.50
02/01/2025	220,000.00	1.900%	108,335.00	328,335.00	-	328,335.00	344,751.75
02/01/2026	225,000.00	2.050%	104,155.00	329,155.00	-	329,155.00	345,612.75
02/01/2027	230,000.00	2.200%	99,542.50	329,542.50	-	329,542.50	346,019.63
02/01/2028	235,000.00	2.250%	94,482.50	329,482.50	-	329,482.50	345,956.63
02/01/2029	240,000.00	2.400%	89,195.00	329,195.00	-	329,195.00	345,654.75
02/01/2030	245,000.00	2.550%	83,435.00	328,435.00	-	328,435.00	344,856.75
02/01/2031	250,000.00	2.650%	77,187.50	327,187.50	-	327,187.50	343,546.88
02/01/2032	255,000.00	2.750%	70,562.50	325,562.50	-	325,562.50	341,840.63
02/01/2033	265,000.00	2.850%	63,550.00	328,550.00	-	328,550.00	344,977.50
02/01/2034	270,000.00	2.950%	55,997.50	325,997.50	-	325,997.50	342,297.38
02/01/2035	280,000.00	3.050%	48,032.50	328,032.50	-	328,032.50	344,434.13
02/01/2036	285,000.00	3.150%	39,492.50	324,492.50	-	324,492.50	340,717.13
02/01/2037	295,000.00	3.250%	30,515.00	325,515.00	-	325,515.00	341,790.75
02/01/2038	305,000.00	3.350%	20,927.50	325,927.50	-	325,927.50	342,223.88
02/01/2039	315,000.00	3.400%	10,710.00	325,710.00	-	325,710.00	341,995.50
<b>Total</b>	<b>\$9,250,000.00</b>	<b>-</b>	<b>\$1,925,225.00</b>	<b>\$11,175,225.00</b>	<b>(123,415.00)</b>	<b>\$11,050,437.29</b>	<b>\$11,602,959.15</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$75,510.00
Average Life	8.163 Years
Average Coupon	2.5496292%
Net Interest Cost (NIC)	2.6966296%
True Interest Cost (TIC)	2.6674725%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.7973383%

Proposed CR 2006A 2007A a | Issue Summary | 10/27/2017 | 10:01 AM



# Le Sueur County, Minnesota

## \$1,055,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2006A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	7,027.50	7,027.50	-
02/01/2019	210,000.00	1.150%	7,027.50	217,027.50	224,055.00
08/01/2019	-	-	5,820.00	5,820.00	-
02/01/2020	205,000.00	1.200%	5,820.00	210,820.00	216,640.00
08/01/2020	-	-	4,590.00	4,590.00	-
02/01/2021	210,000.00	1.300%	4,590.00	214,590.00	219,180.00
08/01/2021	-	-	3,225.00	3,225.00	-
02/01/2022	215,000.00	1.400%	3,225.00	218,225.00	221,450.00
08/01/2022	-	-	1,720.00	1,720.00	-
02/01/2023	215,000.00	1.600%	1,720.00	216,720.00	218,440.00
<b>Total</b>	<b>\$1,055,000.00</b>	<b>-</b>	<b>\$44,765.00</b>	<b>\$1,099,765.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$3,185.00
Average Life	3.019 Years
Average Coupon	1.4054945%
Net Interest Cost (NIC)	1.8029827%
True Interest Cost (TIC)	1.8164967%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1294271%

### IRS Form 8038

Net Interest Cost	1.4054945%
Weighted Average Maturity	3.019 Years

Proposed CR 2006A 2007A a | Current Ref GO CIP 2006A | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

## \$1,055,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2006A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	(4,456.86)	-	4,456.86
02/01/2019	224,055.00	224,055.00	231,000.00	6,945.00
02/01/2020	216,640.00	216,640.00	228,400.00	11,760.00
02/01/2021	219,180.00	219,180.00	230,600.00	11,420.00
02/01/2022	221,450.00	221,450.00	232,400.00	10,950.00
02/01/2023	218,440.00	218,440.00	228,800.00	10,360.00
<b>Total</b>	<b>\$1,099,765.00</b>	<b>\$1,095,308.14</b>	<b>\$1,151,200.00</b>	<b>\$55,891.86</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	48,112.53
Net PV Cashflow Savings @ 2.497%(Bond Yield)....	48,112.53
Contingency or Rounding Amount.....	4,456.86
Net Present Value Benefit	\$52,569.39
Net PV Benefit / \$1,070,022.87 PV Refunded Debt Service	4.913%
Net PV Benefit / \$1,025,000 Refunded Principal...	5.129%
Net PV Benefit / \$1,055,000 Refunding Principal..	4.983%

### Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

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## Le Sueur County, Minnesota

\$1,055,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2006A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
02/01/2018	-	-	-	-	-
03/01/2018	1,028,416.67	-	1,028,416.67	1,028,416.67	-
Total	\$1,028,416.67	-	\$1,028,416.67	\$1,028,416.67	-

### Investment Parameters

Investment Model [PV, GIC, or Securities]

GIC

Default investment yield target

Unrestricted

Cost of Investments Purchased with Bond Proceeds

1,028,416.67

Total Cost of Investments

\$1,028,416.67

Target Cost of Investments at bond yield

\$1,026,292.23

Yield to Receipt

-

Yield for Arbitrage Purposes

2.4969048%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2006A | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2006A

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	20,500.00	20,500.00	-
02/01/2019	190,000.00	4.000%	20,500.00	210,500.00	231,000.00
08/01/2019	-	-	16,700.00	16,700.00	-
02/01/2020	195,000.00	4.000%	16,700.00	211,700.00	228,400.00
08/01/2020	-	-	12,800.00	12,800.00	-
02/01/2021	205,000.00	4.000%	12,800.00	217,800.00	230,600.00
08/01/2021	-	-	8,700.00	8,700.00	-
02/01/2022	215,000.00	4.000%	8,700.00	223,700.00	232,400.00
08/01/2022	-	-	4,400.00	4,400.00	-
02/01/2023	220,000.00	4.000%	4,400.00	224,400.00	228,800.00
<b>Total</b>	<b>\$1,025,000.00</b>	<b>-</b>	<b>\$126,200.00</b>	<b>\$1,151,200.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.078 Years
Average Coupon	4.0000000%
Weighted Average Maturity (Par Basis)	3.078 Years
Weighted Average Maturity (Original Price Basis)	3.078 Years

## Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2006A GO CIP Bds CR file | SINGLE PURPOSE | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2006A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2018	-	-	-	-	-	-	-
03/01/2018	1,025,000.00	3,416.67	1,028,416.67	-	-	-	-
08/01/2018	-	-	-	-	-	20,500.00	20,500.00
02/01/2019	-	-	-	190,000.00	4.000%	20,500.00	210,500.00
08/01/2019	-	-	-	-	-	16,700.00	16,700.00
02/01/2020	-	-	-	195,000.00	4.000%	16,700.00	211,700.00
08/01/2020	-	-	-	-	-	12,800.00	12,800.00
02/01/2021	-	-	-	205,000.00	4.000%	12,800.00	217,800.00
08/01/2021	-	-	-	-	-	8,700.00	8,700.00
02/01/2022	-	-	-	215,000.00	4.000%	8,700.00	223,700.00
08/01/2022	-	-	-	-	-	4,400.00	4,400.00
02/01/2023	-	-	-	220,000.00	4.000%	4,400.00	224,400.00
<b>Total</b>	<b>\$1,025,000.00</b>	<b>\$3,416.67</b>	<b>\$1,028,416.67</b>	<b>\$1,025,000.00</b>	<b>-</b>	<b>\$126,200.00</b>	<b>\$1,151,200.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.078 Years
Average Coupon	4.00000000%
Weighted Average Maturity (Par Basis)	3.078 Years
Weighted Average Maturity (Original Price Basis)	3.078 Years

## Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2006A GO CIP Bds CR file | SINGLE PURPOSE | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

## \$1,055,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2006A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	(4,456.86)	(4,456.86)
08/01/2018	-	-	7,027.50	7,027.50	7,027.50	-
02/01/2019	210,000.00	1.150%	7,027.50	217,027.50	217,027.50	224,055.00
08/01/2019	-	-	5,820.00	5,820.00	5,820.00	-
02/01/2020	205,000.00	1.200%	5,820.00	210,820.00	210,820.00	216,640.00
08/01/2020	-	-	4,590.00	4,590.00	4,590.00	-
02/01/2021	210,000.00	1.300%	4,590.00	214,590.00	214,590.00	219,180.00
08/01/2021	-	-	3,225.00	3,225.00	3,225.00	-
02/01/2022	215,000.00	1.400%	3,225.00	218,225.00	218,225.00	221,450.00
08/01/2022	-	-	1,720.00	1,720.00	1,720.00	-
02/01/2023	215,000.00	1.600%	1,720.00	216,720.00	216,720.00	218,440.00
<b>Total</b>	<b>\$1,055,000.00</b>	<b>-</b>	<b>\$44,765.00</b>	<b>\$1,099,765.00</b>	<b>\$1,095,308.14</b>	<b>-</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$3,185.00
Average Life	3.019 Years
Average Coupon	1.4054945%
Net Interest Cost (NIC)	1.8029827%
True Interest Cost (TIC)	1.8164967%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1294271%

### IRS Form 8038

Net Interest Cost	1.4054945%
Weighted Average Maturity	3.019 Years

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# Le Sueur County, Minnesota

## \$1,055,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2006A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total
02/01/2018	-	-	-	-	(4,456.86)	(4,679.70)
02/01/2019	210,000.00	1.150%	14,055.00	224,055.00	224,055.00	235,257.75
02/01/2020	205,000.00	1.200%	11,640.00	216,640.00	216,640.00	227,472.00
02/01/2021	210,000.00	1.300%	9,180.00	219,180.00	219,180.00	230,139.00
02/01/2022	215,000.00	1.400%	6,450.00	221,450.00	221,450.00	232,522.50
02/01/2023	215,000.00	1.600%	3,440.00	218,440.00	218,440.00	229,362.00
Total	\$1,055,000.00	-	\$44,765.00	\$1,099,765.00	\$1,095,308.14	\$1,150,073.55

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$3,185.00
Average Life	3.019 Years
Average Coupon	1.4054945%
Net Interest Cost (NIC)	1.8029827%
True Interest Cost (TIC)	1.8164967%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1294271%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2006A | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

## \$1,240,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2007A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	8,655.00	8,655.00	-
02/01/2019	200,000.00	1.150%	8,655.00	208,655.00	217,310.00
08/01/2019	-	-	7,505.00	7,505.00	-
02/01/2020	205,000.00	1.200%	7,505.00	212,505.00	220,010.00
08/01/2020	-	-	6,275.00	6,275.00	-
02/01/2021	205,000.00	1.300%	6,275.00	211,275.00	217,550.00
08/01/2021	-	-	4,942.50	4,942.50	-
02/01/2022	205,000.00	1.400%	4,942.50	209,942.50	214,885.00
08/01/2022	-	-	3,507.50	3,507.50	-
02/01/2023	210,000.00	1.600%	3,507.50	213,507.50	217,015.00
08/01/2023	-	-	1,827.50	1,827.50	-
02/01/2024	215,000.00	1.700%	1,827.50	216,827.50	218,655.00
<b>Total</b>	<b>\$1,240,000.00</b>	<b>-</b>	<b>\$65,425.00</b>	<b>\$1,305,425.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$4,385.00
Average Life	3.536 Years
Average Coupon	1.4920182%
Net Interest Cost (NIC)	1.8313569%
True Interest Cost (TIC)	1.8441963%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1130081%

### IRS Form 8038

Net Interest Cost	1.4920182%
Weighted Average Maturity	3.536 Years

Proposed CR 2006A 2007A a | Current Ref GO CIP 2007A | 10/27/2017 | 10:01 AM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

## Le Sueur County, Minnesota

### \$1,240,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2007A

Assuming Current GO BQ "AA" Market Rates plus 20bps

#### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	58.57	-	(58.57)
02/01/2019	217,310.00	217,310.00	228,625.00	11,315.00
02/01/2020	220,010.00	220,010.00	231,425.00	11,415.00
02/01/2021	217,550.00	217,550.00	228,825.00	11,275.00
02/01/2022	214,885.00	214,885.00	231,025.00	16,140.00
02/01/2023	217,015.00	217,015.00	232,825.00	15,810.00
02/01/2024	218,655.00	218,655.00	234,225.00	15,570.00
Total	\$1,305,425.00	\$1,305,483.57	\$1,386,950.00	\$81,466.43

#### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	75,014.08
Net PV Cashflow Savings @ 2.497%(Bond Yield).....	75,014.08
Contingency or Rounding Amount.....	(58.57)
Net Present Value Benefit	\$74,955.51
Net PV Benefit / \$1,273,360.98 PV Refunded Debt Service	5.886%
Net PV Benefit / \$1,210,000 Refunded Principal...	6.195%
Net PV Benefit / \$1,240,000 Refunding Principal..	6.045%

#### Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

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LEADERS IN PUBLIC FINANCE

## Le Sueur County, Minnesota

\$1,240,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2007A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
02/01/2018	-	-	-	-	-
03/01/2018	1,214,052.08	-	1,214,052.08	1,214,052.08	-
<b>Total</b>	<b>\$1,214,052.08</b>	<b>-</b>	<b>\$1,214,052.08</b>	<b>\$1,214,052.08</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]

GIC

Default investment yield target

Unrestricted

Cost of Investments Purchased with Bond Proceeds

1,214,052.08

Total Cost of Investments

\$1,214,052.08

Target Cost of Investments at bond yield

\$1,211,544.17

Yield to Receipt

-

Yield for Arbitrage Purposes

2.4969048%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2007A | 10/27/2017 | 10:01 AM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

# Le Sueur County, Minnesota

## \$2,555,000 G.O. Capital Improvement Bonds, Series 2007A

### Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	24,312.50	24,312.50	-
02/01/2019	180,000.00	4.000%	24,312.50	204,312.50	228,625.00
08/01/2019	-	-	20,712.50	20,712.50	-
02/01/2020	190,000.00	4.000%	20,712.50	210,712.50	231,425.00
08/01/2020	-	-	16,912.50	16,912.50	-
02/01/2021	195,000.00	4.000%	16,912.50	211,912.50	228,825.00
08/01/2021	-	-	13,012.50	13,012.50	-
02/01/2022	205,000.00	4.000%	13,012.50	218,012.50	231,025.00
08/01/2022	-	-	8,912.50	8,912.50	-
02/01/2023	215,000.00	4.000%	8,912.50	223,912.50	232,825.00
08/01/2023	-	-	4,612.50	4,612.50	-
02/01/2024	225,000.00	4.100%	4,612.50	229,612.50	234,225.00
<b>Total</b>	<b>\$1,210,000.00</b>	<b>-</b>	<b>\$176,950.00</b>	<b>\$1,386,950.00</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.628 Years
Average Coupon	4.0307517%
Weighted Average Maturity (Par Basis)	3.628 Years
Weighted Average Maturity (Original Price Basis)	3.628 Years

### Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2007A GO CIP Bonds CR fil | SINGLE PURPOSE | 10/27/2017 | 10:01 AM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

# Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2007A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2018	-	-	-	-	-	-	-
03/01/2018	1,210,000.00	4,052.08	1,214,052.08	-	-	-	-
08/01/2018	-	-	-	-	-	24,312.50	24,312.50
02/01/2019	-	-	-	180,000.00	4.000%	24,312.50	204,312.50
08/01/2019	-	-	-	-	-	20,712.50	20,712.50
02/01/2020	-	-	-	190,000.00	4.000%	20,712.50	210,712.50
08/01/2020	-	-	-	-	-	16,912.50	16,912.50
02/01/2021	-	-	-	195,000.00	4.000%	16,912.50	211,912.50
08/01/2021	-	-	-	-	-	13,012.50	13,012.50
02/01/2022	-	-	-	205,000.00	4.000%	13,012.50	218,012.50
08/01/2022	-	-	-	-	-	8,912.50	8,912.50
02/01/2023	-	-	-	215,000.00	4.000%	8,912.50	223,912.50
08/01/2023	-	-	-	-	-	4,612.50	4,612.50
02/01/2024	-	-	-	225,000.00	4.100%	4,612.50	229,612.50
<b>Total</b>	<b>\$1,210,000.00</b>	<b>\$4,052.08</b>	<b>\$1,214,052.08</b>	<b>\$1,210,000.00</b>	<b>-</b>	<b>\$176,950.00</b>	<b>\$1,386,950.00</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.628 Years
Average Coupon	4.0307517%
Weighted Average Maturity (Par Basis)	3.628 Years
Weighted Average Maturity (Original Price Basis)	3.628 Years

## Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2007A GO CIP Bonds CR fil | SINGLE PURPOSE | 10/27/2017 | 10:01 AM





# Le Sueur County, Minnesota

## \$1,240,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2007A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	58.57	58.57
08/01/2018	-	-	8,655.00	8,655.00	8,655.00	-
02/01/2019	200,000.00	1.150%	8,655.00	208,655.00	208,655.00	217,310.00
08/01/2019	-	-	7,505.00	7,505.00	7,505.00	-
02/01/2020	205,000.00	1.200%	7,505.00	212,505.00	212,505.00	220,010.00
08/01/2020	-	-	6,275.00	6,275.00	6,275.00	-
02/01/2021	205,000.00	1.300%	6,275.00	211,275.00	211,275.00	217,550.00
08/01/2021	-	-	4,942.50	4,942.50	4,942.50	-
02/01/2022	205,000.00	1.400%	4,942.50	209,942.50	209,942.50	214,885.00
08/01/2022	-	-	3,507.50	3,507.50	3,507.50	-
02/01/2023	210,000.00	1.600%	3,507.50	213,507.50	213,507.50	217,015.00
08/01/2023	-	-	1,827.50	1,827.50	1,827.50	-
02/01/2024	215,000.00	1.700%	1,827.50	216,827.50	216,827.50	218,655.00
<b>Total</b>	<b>\$1,240,000.00</b>	<b>-</b>	<b>\$65,425.00</b>	<b>\$1,305,425.00</b>	<b>\$1,305,483.57</b>	<b>-</b>

### Significant Dates

Dated 2/01/2018  
First Coupon Date 8/01/2018

### Yield Statistics

Bond Year Dollars \$4,385.00  
Average Life 3.536 Years  
Average Coupon 1.4920182%  
Net Interest Cost (NIC) 1.8313569%  
True Interest Cost (TIC) 1.8441963%  
Bond Yield for Arbitrage Purposes 2.4969048%  
All Inclusive Cost (AIC) 2.1130081%

### IRS Form 8038

Net Interest Cost 1.4920182%  
Weighted Average Maturity 3.536 Years

Proposed CR 2006A 2007A a | Current Ref GO CIP 2007A | 10/27/2017 | 10:01 AM



# Le Sueur County, Minnesota

\$1,240,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2007A

Assuming Current GO BQ "AA" Market Rates plus 20bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total
02/01/2018	-	-	-	-	58.57	61.50
02/01/2019	200,000.00	1.150%	17,310.00	217,310.00	217,310.00	228,175.50
02/01/2020	205,000.00	1.200%	15,010.00	220,010.00	220,010.00	231,010.50
02/01/2021	205,000.00	1.300%	12,550.00	217,550.00	217,550.00	228,427.50
02/01/2022	205,000.00	1.400%	9,885.00	214,885.00	214,885.00	225,629.25
02/01/2023	210,000.00	1.600%	7,015.00	217,015.00	217,015.00	227,865.75
02/01/2024	215,000.00	1.700%	3,655.00	218,655.00	218,655.00	229,587.75
<b>Total</b>	<b>\$1,240,000.00</b>	<b>-</b>	<b>\$65,425.00</b>	<b>\$1,305,425.00</b>	<b>\$1,305,483.57</b>	<b>\$1,370,757.75</b>

## Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

## Yield Statistics

Bond Year Dollars	\$4,385.00
Average Life	3.536 Years
Average Coupon	1.4920182%
Net Interest Cost (NIC)	1.8313569%
True Interest Cost (TIC)	1.8441963%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1130081%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2007A | 10/27/2017 | 10:01 AM



# Le Sueur County, Minnesota

## \$1,995,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2008A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	13,932.50	13,932.50	-
02/01/2019	320,000.00	1.150%	13,932.50	333,932.50	347,865.00
08/01/2019	-	-	12,092.50	12,092.50	-
02/01/2020	325,000.00	1.200%	12,092.50	337,092.50	349,185.00
08/01/2020	-	-	10,142.50	10,142.50	-
02/01/2021	330,000.00	1.300%	10,142.50	340,142.50	350,285.00
08/01/2021	-	-	7,997.50	7,997.50	-
02/01/2022	335,000.00	1.400%	7,997.50	342,997.50	350,995.00
08/01/2022	-	-	5,652.50	5,652.50	-
02/01/2023	340,000.00	1.600%	5,652.50	345,652.50	351,305.00
08/01/2023	-	-	2,932.50	2,932.50	-
02/01/2024	345,000.00	1.700%	2,932.50	347,932.50	350,865.00
<b>Total</b>	<b>\$1,995,000.00</b>	<b>-</b>	<b>\$105,500.00</b>	<b>\$2,100,500.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$7,070.00
Average Life	3.544 Years
Average Coupon	1.4922207%
Net Interest Cost (NIC)	1.8308345%
True Interest Cost (TIC)	1.8436629%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1119001%

### IRS Form 8038

Net Interest Cost	1.4922207%
Weighted Average Maturity	3.544 Years

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# Le Sueur County, Minnesota

\$1,995,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2008A

Assuming Current GO BQ "AA" Market Rates plus 20bps

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	3,584.63	-	(3,584.63)
02/01/2019	347,865.00	347,865.00	370,922.50	23,057.50
02/01/2020	349,185.00	349,185.00	374,322.50	25,137.50
02/01/2021	350,285.00	350,285.00	377,122.50	26,837.50
02/01/2022	350,995.00	350,995.00	374,002.50	23,007.50
02/01/2023	351,305.00	351,305.00	375,142.50	23,837.50
02/01/2024	350,865.00	350,865.00	375,480.00	24,615.00
<b>Total</b>	<b>\$2,100,500.00</b>	<b>\$2,104,084.63</b>	<b>\$2,246,992.50</b>	<b>\$142,907.87</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	135,542.98
Net PV Cashflow Savings @ 2.497%(Bond Yield).....	135,542.98
Contingency or Rounding Amount.....	(3,584.63)
Net Present Value Benefit	\$131,958.35
Net PV Benefit / \$2,063,402.32 PV Refunded Debt Service	6.395%
Net PV Benefit / \$1,950,000 Refunded Principal...	6.767%
Net PV Benefit / \$1,995,000 Refunding Principal..	6.614%

## Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

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## Le Sueur County, Minnesota

\$1,995,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2008A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
02/01/2018	-	-	-	-	-
03/01/2018	1,956,743.54	-	1,956,743.54	1,956,743.54	-
<b>Total</b>	<b>\$1,956,743.54</b>	<b>-</b>	<b>\$1,956,743.54</b>	<b>\$1,956,743.54</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	GIC
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,956,743.54
Total Cost of Investments	\$1,956,743.54
Target Cost of Investments at bond yield	\$1,952,701.42
Yield to Receipt	-
Yield for Arbitrage Purposes	2.4969048%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2008A | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

## \$4,090,000 G.O. Capital Improvement Bonds, Series 2008A

### Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	40,461.25	40,461.25	-
02/01/2019	290,000.00	4.000%	40,461.25	330,461.25	370,922.50
08/01/2019	-	-	34,661.25	34,661.25	-
02/01/2020	305,000.00	4.000%	34,661.25	339,661.25	374,322.50
08/01/2020	-	-	28,561.25	28,561.25	-
02/01/2021	320,000.00	4.100%	28,561.25	348,561.25	377,122.50
08/01/2021	-	-	22,001.25	22,001.25	-
02/01/2022	330,000.00	4.200%	22,001.25	352,001.25	374,002.50
08/01/2022	-	-	15,071.25	15,071.25	-
02/01/2023	345,000.00	4.250%	15,071.25	360,071.25	375,142.50
08/01/2023	-	-	7,740.00	7,740.00	-
02/01/2024	360,000.00	4.300%	7,740.00	367,740.00	375,480.00
Total	\$1,950,000.00	-	\$296,992.50	\$2,246,992.50	-

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.623 Years
Average Coupon	4.2037155%
Weighted Average Maturity (Par Basis)	3.623 Years
Weighted Average Maturity (Original Price Basis)	3.623 Years

### Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2008A GO CIP Bonds CR fil | SINGLE PURPOSE | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

\$4,090,000 G.O. Capital Improvement Bonds, Series 2008A

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2018	-	-	-	-	-	-	-
03/01/2018	1,950,000.00	6,743.54	1,956,743.54	-	-	-	-
08/01/2018	-	-	-	-	-	40,461.25	40,461.25
02/01/2019	-	-	-	290,000.00	4.000%	40,461.25	330,461.25
08/01/2019	-	-	-	-	-	34,661.25	34,661.25
02/01/2020	-	-	-	305,000.00	4.000%	34,661.25	339,661.25
08/01/2020	-	-	-	-	-	28,561.25	28,561.25
02/01/2021	-	-	-	320,000.00	4.100%	28,561.25	348,561.25
08/01/2021	-	-	-	-	-	22,001.25	22,001.25
02/01/2022	-	-	-	330,000.00	4.200%	22,001.25	352,001.25
08/01/2022	-	-	-	-	-	15,071.25	15,071.25
02/01/2023	-	-	-	345,000.00	4.250%	15,071.25	360,071.25
08/01/2023	-	-	-	-	-	7,740.00	7,740.00
02/01/2024	-	-	-	360,000.00	4.300%	7,740.00	367,740.00
<b>Total</b>	<b>\$1,950,000.00</b>	<b>\$6,743.54</b>	<b>\$1,956,743.54</b>	<b>\$1,950,000.00</b>	<b>-</b>	<b>\$296,992.50</b>	<b>\$2,246,992.50</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2018
Average Life	3.623 Years
Average Coupon	4.2037155%
Weighted Average Maturity (Par Basis)	3.623 Years
Weighted Average Maturity (Original Price Basis)	3.623 Years

## Refunding Bond Information

Refunding Dated Date	2/01/2018
Refunding Delivery Date	2/01/2018

2008A GO CIP Bonds CR fil | SINGLE PURPOSE | 10/27/2017 | 10:01 AM



# Le Sueur County, Minnesota

## \$1,995,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2008A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	3,584.63	3,584.63
08/01/2018	-	-	13,932.50	13,932.50	13,932.50	-
02/01/2019	320,000.00	1.150%	13,932.50	333,932.50	333,932.50	347,865.00
08/01/2019	-	-	12,092.50	12,092.50	12,092.50	-
02/01/2020	325,000.00	1.200%	12,092.50	337,092.50	337,092.50	349,185.00
08/01/2020	-	-	10,142.50	10,142.50	10,142.50	-
02/01/2021	330,000.00	1.300%	10,142.50	340,142.50	340,142.50	350,285.00
08/01/2021	-	-	7,997.50	7,997.50	7,997.50	-
02/01/2022	335,000.00	1.400%	7,997.50	342,997.50	342,997.50	350,995.00
08/01/2022	-	-	5,652.50	5,652.50	5,652.50	-
02/01/2023	340,000.00	1.600%	5,652.50	345,652.50	345,652.50	351,305.00
08/01/2023	-	-	2,932.50	2,932.50	2,932.50	-
02/01/2024	345,000.00	1.700%	2,932.50	347,932.50	347,932.50	350,865.00
<b>Total</b>	<b>\$1,995,000.00</b>	<b>-</b>	<b>\$105,500.00</b>	<b>\$2,100,500.00</b>	<b>\$2,104,084.63</b>	<b>-</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$7,070.00
Average Life	3.544 Years
Average Coupon	1.4922207%
Net Interest Cost (NIC)	1.8308345%
True Interest Cost (TIC)	1.8436629%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1119001%

### IRS Form 8038

Net Interest Cost	1.4922207%
Weighted Average Maturity	3.544 Years

Proposed CR 2008A 2007A a | Current Ref GO CIP 2008A | 10/27/2017 | 10:01 AM





# Le Sueur County, Minnesota

## \$1,995,000 General Obligation Refunding Bonds, Series 2018B

Current Ref GO CIP 2008A

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total
02/01/2018	-	-	-	-	3,584.63	3,763.86
02/01/2019	320,000.00	1.150%	27,865.00	347,865.00	347,865.00	365,258.25
02/01/2020	325,000.00	1.200%	24,185.00	349,185.00	349,185.00	366,644.25
02/01/2021	330,000.00	1.300%	20,285.00	350,285.00	350,285.00	367,799.25
02/01/2022	335,000.00	1.400%	15,995.00	350,995.00	350,995.00	368,544.75
02/01/2023	340,000.00	1.600%	11,305.00	351,305.00	351,305.00	368,870.25
02/01/2024	345,000.00	1.700%	5,865.00	350,865.00	350,865.00	368,408.25
<b>Total</b>	<b>\$1,995,000.00</b>	<b>-</b>	<b>\$105,500.00</b>	<b>\$2,100,500.00</b>	<b>\$2,104,084.63</b>	<b>\$2,209,288.86</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$7,070.00
Average Life	3.544 Years
Average Coupon	1.4922207%
Net Interest Cost (NIC)	1.8308345%
True Interest Cost (TIC)	1.8436629%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.1119001%

Proposed CR 2006A 2007A a | Current Ref GO CIP 2008A | 10/27/2017 | 10:01 AM



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## Le Sueur County, Minnesota

\$4,960,000 General Obligation Refunding Bonds, Series 2018B

New Money

Assuming Current GO BQ "AA" Market Rates plus 20 bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	-	-	-
08/01/2018	-	-	61,707.50	61,707.50	(61,707.50)	-	-
02/01/2019	-	-	61,707.50	61,707.50	(61,707.50)	-	-
08/01/2019	-	-	61,707.50	61,707.50	-	61,707.50	-
02/01/2020	205,000.00	1.200%	61,707.50	266,707.50	-	266,707.50	328,415.00
08/01/2020	-	-	60,477.50	60,477.50	-	60,477.50	-
02/01/2021	205,000.00	1.300%	60,477.50	265,477.50	-	265,477.50	325,955.00
08/01/2021	-	-	59,145.00	59,145.00	-	59,145.00	-
02/01/2022	210,000.00	1.400%	59,145.00	269,145.00	-	269,145.00	328,290.00
08/01/2022	-	-	57,675.00	57,675.00	-	57,675.00	-
02/01/2023	210,000.00	1.600%	57,675.00	267,675.00	-	267,675.00	325,350.00
08/01/2023	-	-	55,995.00	55,995.00	-	55,995.00	-
02/01/2024	215,000.00	1.700%	55,995.00	270,995.00	-	270,995.00	326,990.00
08/01/2024	-	-	54,167.50	54,167.50	-	54,167.50	-
02/01/2025	220,000.00	1.900%	54,167.50	274,167.50	-	274,167.50	328,335.00
08/01/2025	-	-	52,077.50	52,077.50	-	52,077.50	-
02/01/2026	225,000.00	2.050%	52,077.50	277,077.50	-	277,077.50	329,155.00
08/01/2026	-	-	49,771.25	49,771.25	-	49,771.25	-
02/01/2027	230,000.00	2.200%	49,771.25	279,771.25	-	279,771.25	329,542.50
08/01/2027	-	-	47,241.25	47,241.25	-	47,241.25	-
02/01/2028	235,000.00	2.250%	47,241.25	282,241.25	-	282,241.25	329,482.50
08/01/2028	-	-	44,597.50	44,597.50	-	44,597.50	-
02/01/2029	240,000.00	2.400%	44,597.50	284,597.50	-	284,597.50	329,195.00
08/01/2029	-	-	41,717.50	41,717.50	-	41,717.50	-
02/01/2030	245,000.00	2.550%	41,717.50	286,717.50	-	286,717.50	328,435.00
08/01/2030	-	-	38,593.75	38,593.75	-	38,593.75	-
02/01/2031	250,000.00	2.650%	38,593.75	288,593.75	-	288,593.75	327,187.50
08/01/2031	-	-	35,281.25	35,281.25	-	35,281.25	-
02/01/2032	255,000.00	2.750%	35,281.25	290,281.25	-	290,281.25	325,562.50
08/01/2032	-	-	31,775.00	31,775.00	-	31,775.00	-
02/01/2033	265,000.00	2.850%	31,775.00	296,775.00	-	296,775.00	328,550.00
08/01/2033	-	-	27,998.75	27,998.75	-	27,998.75	-
02/01/2034	270,000.00	2.950%	27,998.75	297,998.75	-	297,998.75	325,997.50
08/01/2034	-	-	24,016.25	24,016.25	-	24,016.25	-
02/01/2035	280,000.00	3.050%	24,016.25	304,016.25	-	304,016.25	328,032.50
08/01/2035	-	-	19,746.25	19,746.25	-	19,746.25	-
02/01/2036	285,000.00	3.150%	19,746.25	304,746.25	-	304,746.25	324,492.50
08/01/2036	-	-	15,257.50	15,257.50	-	15,257.50	-
02/01/2037	295,000.00	3.250%	15,257.50	310,257.50	-	310,257.50	325,515.00
08/01/2037	-	-	10,463.75	10,463.75	-	10,463.75	-
02/01/2038	305,000.00	3.350%	10,463.75	315,463.75	-	315,463.75	325,927.50
08/01/2038	-	-	5,355.00	5,355.00	-	5,355.00	-
02/01/2039	315,000.00	3.400%	5,355.00	320,355.00	-	320,355.00	325,710.00
<b>Total</b>	<b>\$4,960,000.00</b>	<b>-</b>	<b>\$1,709,535.00</b>	<b>\$6,669,535.00</b>	<b>(123,415.00)</b>	<b>\$6,546,120.00</b>	<b>-</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

### Yield Statistics

Bond Year Dollars	\$60,870.00
Average Life	12.272 Years
Average Coupon	2.8085017%
Net Interest Cost (NIC)	2.9062839%
True Interest Cost (TIC)	2.8932443%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.9838586%

### IRS Form 8038

Net Interest Cost	2.8085017%
Weighted Average Maturity	12.272 Years

Proposed CR 2006A 2007A a | New Money | 10/27/2017 | 10:01 AM



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# Le Sueur County, Minnesota

\$4,960,000 General Obligation Refunding Bonds, Series 2018B

New Money

Assuming Current GO BQ "AA" Market Rates plus 20 bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2018	-	-	-	-	-	-	-
02/01/2019	-	-	123,415.00	123,415.00	(123,415.00)	-	-
02/01/2020	205,000.00	1.200%	123,415.00	328,415.00	-	328,415.00	344,835.75
02/01/2021	205,000.00	1.300%	120,955.00	325,955.00	-	325,955.00	342,252.75
02/01/2022	210,000.00	1.400%	118,290.00	328,290.00	-	328,290.00	344,704.50
02/01/2023	210,000.00	1.600%	115,350.00	325,350.00	-	325,350.00	341,617.50
02/01/2024	215,000.00	1.700%	111,990.00	326,990.00	-	326,990.00	343,339.50
02/01/2025	220,000.00	1.900%	108,335.00	328,335.00	-	328,335.00	344,751.75
02/01/2026	225,000.00	2.050%	104,155.00	329,155.00	-	329,155.00	345,612.75
02/01/2027	230,000.00	2.200%	99,542.50	329,542.50	-	329,542.50	346,019.63
02/01/2028	235,000.00	2.250%	94,482.50	329,482.50	-	329,482.50	345,956.63
02/01/2029	240,000.00	2.400%	89,195.00	329,195.00	-	329,195.00	345,654.75
02/01/2030	245,000.00	2.550%	83,435.00	328,435.00	-	328,435.00	344,856.75
02/01/2031	250,000.00	2.650%	77,187.50	327,187.50	-	327,187.50	343,546.88
02/01/2032	255,000.00	2.750%	70,562.50	325,562.50	-	325,562.50	341,840.63
02/01/2033	265,000.00	2.850%	63,550.00	328,550.00	-	328,550.00	344,977.50
02/01/2034	270,000.00	2.950%	55,997.50	325,997.50	-	325,997.50	342,297.38
02/01/2035	280,000.00	3.050%	48,032.50	328,032.50	-	328,032.50	344,434.13
02/01/2036	285,000.00	3.150%	39,492.50	324,492.50	-	324,492.50	340,717.13
02/01/2037	295,000.00	3.250%	30,515.00	325,515.00	-	325,515.00	341,790.75
02/01/2038	305,000.00	3.350%	20,927.50	325,927.50	-	325,927.50	342,223.88
02/01/2039	315,000.00	3.400%	10,710.00	325,710.00	-	325,710.00	341,995.50
<b>Total</b>	<b>\$4,960,000.00</b>	<b>-</b>	<b>\$1,709,535.00</b>	<b>\$6,669,535.00</b>	<b>(123,415.00)</b>	<b>\$6,546,120.00</b>	<b>\$6,873,426.00</b>

## Significant Dates

Dated	2/01/2018
First Coupon Date	8/01/2018

## Yield Statistics

Bond Year Dollars	\$60,870.00
Average Life	12.272 Years
Average Coupon	2.8085017%
Net Interest Cost (NIC)	2.9062839%
True Interest Cost (TIC)	2.8932443%
Bond Yield for Arbitrage Purposes	2.4969048%
All Inclusive Cost (AIC)	2.9838586%

Proposed CR 2006A 2007A a | New Money | 10/27/2017 | 10:01 AM



# Le Sueur County, Minnesota

\$4,945,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

## Sources & Uses

Dated 02/01/2018 | Delivered 02/01/2018

### Sources Of Funds

Par Amount of Bonds	\$4,945,000.00
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<b>Total Sources</b>	<b>\$4,945,000.00</b>
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### Uses Of Funds

Total Underwriter's Discount (1.000%)	49,450.00
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Costs of Issuance	39,000.00
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Deposit to Capitalized Interest (CIF) Fund	121,030.00
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Deposit to Project Construction Fund	4,735,000.00
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Rounding Amount	520.00
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<b>Total Uses</b>	<b>\$4,945,000.00</b>
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Series 2018A GO Jail Bond | SINGLE PURPOSE | 10/27/2017 | 10:00 AM



## Le Sueur County, Minnesota

\$4,945,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
02/01/2018	-	-	-	-	-	-	-
02/01/2019	-	-	121,030.00	121,030.00	(121,030.00)	-	-
08/01/2019	-	-	60,515.00	60,515.00	-	60,515.00	-
02/01/2020	205,000.00	1.150%	60,515.00	265,515.00	-	265,515.00	326,030.00
08/01/2020	-	-	59,336.25	59,336.25	-	59,336.25	-
02/01/2021	205,000.00	1.300%	59,336.25	264,336.25	-	264,336.25	323,672.50
08/01/2021	-	-	58,003.75	58,003.75	-	58,003.75	-
02/01/2022	210,000.00	1.400%	58,003.75	268,003.75	-	268,003.75	326,007.50
08/01/2022	-	-	56,533.75	56,533.75	-	56,533.75	-
02/01/2023	210,000.00	1.550%	56,533.75	266,533.75	-	266,533.75	323,067.50
08/01/2023	-	-	54,906.25	54,906.25	-	54,906.25	-
02/01/2024	215,000.00	1.700%	54,906.25	269,906.25	-	269,906.25	324,812.50
08/01/2024	-	-	53,078.75	53,078.75	-	53,078.75	-
02/01/2025	220,000.00	1.850%	53,078.75	273,078.75	-	273,078.75	326,157.50
08/01/2025	-	-	51,043.75	51,043.75	-	51,043.75	-
02/01/2026	225,000.00	2.000%	51,043.75	276,043.75	-	276,043.75	327,087.50
08/01/2026	-	-	48,793.75	48,793.75	-	48,793.75	-
02/01/2027	225,000.00	2.150%	48,793.75	273,793.75	-	273,793.75	322,587.50
08/01/2027	-	-	46,375.00	46,375.00	-	46,375.00	-
02/01/2028	230,000.00	2.250%	46,375.00	276,375.00	-	276,375.00	322,750.00
08/01/2028	-	-	43,787.50	43,787.50	-	43,787.50	-
02/01/2029	235,000.00	2.350%	43,787.50	278,787.50	-	278,787.50	322,575.00
08/01/2029	-	-	41,026.25	41,026.25	-	41,026.25	-
02/01/2030	245,000.00	2.500%	41,026.25	286,026.25	-	286,026.25	327,052.50
08/01/2030	-	-	37,963.75	37,963.75	-	37,963.75	-
02/01/2031	250,000.00	2.600%	37,963.75	287,963.75	-	287,963.75	325,927.50
08/01/2031	-	-	34,713.75	34,713.75	-	34,713.75	-
02/01/2032	255,000.00	2.700%	34,713.75	289,713.75	-	289,713.75	324,427.50
08/01/2032	-	-	31,271.25	31,271.25	-	31,271.25	-
02/01/2033	265,000.00	2.800%	31,271.25	296,271.25	-	296,271.25	327,542.50
08/01/2033	-	-	27,561.25	27,561.25	-	27,561.25	-
02/01/2034	270,000.00	2.900%	27,561.25	297,561.25	-	297,561.25	325,122.50
08/01/2034	-	-	23,646.25	23,646.25	-	23,646.25	-
02/01/2035	280,000.00	3.000%	23,646.25	303,646.25	-	303,646.25	327,292.50
08/01/2035	-	-	19,446.25	19,446.25	-	19,446.25	-
02/01/2036	285,000.00	3.100%	19,446.25	304,446.25	-	304,446.25	323,892.50
08/01/2036	-	-	15,028.75	15,028.75	-	15,028.75	-
02/01/2037	295,000.00	3.200%	15,028.75	310,028.75	-	310,028.75	325,057.50
08/01/2037	-	-	10,308.75	10,308.75	-	10,308.75	-
02/01/2038	305,000.00	3.300%	10,308.75	315,308.75	-	315,308.75	325,617.50
08/01/2038	-	-	5,276.25	5,276.25	-	5,276.25	-
02/01/2039	315,000.00	3.350%	5,276.25	320,276.25	-	320,276.25	325,552.50
<b>Total</b>	<b>\$4,945,000.00</b>	<b>-</b>	<b>\$1,678,262.50</b>	<b>\$6,623,262.50</b>	<b>(121,030.00)</b>	<b>\$6,502,232.50</b>	<b>-</b>

### Significant Dates

Dated	2/01/2018
First Coupon Date	2/01/2019

### Yield Statistics

Bond Year Dollars	\$60,720.00
Average Life	12.279 Years
Average Coupon	2.7639369%
Net Interest Cost (NIC)	2.8453763%
True Interest Cost (TIC)	2.8275787%
Bond Yield for Arbitrage Purposes	2.7286031%
All Inclusive Cost (AIC)	2.9066124%

### IRS Form 8038

Net Interest Cost	2.7639369%
Weighted Average Maturity	12.279 Years

Series 2018A GO Jail Bond | SINGLE PURPOSE | 10/27/2017 | 10:00 AM



# Le Sueur County, Minnesota

\$4,945,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2018	-	-	-	-	-	-	-
02/01/2019	-	-	121,030.00	121,030.00	(121,030.00)	-	-
02/01/2020	205,000.00	1.150%	121,030.00	326,030.00	-	326,030.00	342,331.50
02/01/2021	205,000.00	1.300%	118,672.50	323,672.50	-	323,672.50	339,856.13
02/01/2022	210,000.00	1.400%	116,007.50	326,007.50	-	326,007.50	342,307.88
02/01/2023	210,000.00	1.550%	113,067.50	323,067.50	-	323,067.50	339,220.88
02/01/2024	215,000.00	1.700%	109,812.50	324,812.50	-	324,812.50	341,053.13
02/01/2025	220,000.00	1.850%	106,157.50	326,157.50	-	326,157.50	342,465.38
02/01/2026	225,000.00	2.000%	102,087.50	327,087.50	-	327,087.50	343,441.88
02/01/2027	225,000.00	2.150%	97,587.50	322,587.50	-	322,587.50	338,716.88
02/01/2028	230,000.00	2.250%	92,750.00	322,750.00	-	322,750.00	338,887.50
02/01/2029	235,000.00	2.350%	87,575.00	322,575.00	-	322,575.00	338,703.75
02/01/2030	245,000.00	2.500%	82,052.50	327,052.50	-	327,052.50	343,405.13
02/01/2031	250,000.00	2.600%	75,927.50	325,927.50	-	325,927.50	342,223.88
02/01/2032	255,000.00	2.700%	69,427.50	324,427.50	-	324,427.50	340,648.88
02/01/2033	265,000.00	2.800%	62,542.50	327,542.50	-	327,542.50	343,919.63
02/01/2034	270,000.00	2.900%	55,122.50	325,122.50	-	325,122.50	341,378.63
02/01/2035	280,000.00	3.000%	47,292.50	327,292.50	-	327,292.50	343,657.13
02/01/2036	285,000.00	3.100%	38,892.50	323,892.50	-	323,892.50	340,087.13
02/01/2037	295,000.00	3.200%	30,057.50	325,057.50	-	325,057.50	341,310.38
02/01/2038	305,000.00	3.300%	20,617.50	325,617.50	-	325,617.50	341,898.38
02/01/2039	315,000.00	3.350%	10,552.50	325,552.50	-	325,552.50	341,830.13
<b>Total</b>	<b>\$4,945,000.00</b>	<b>-</b>	<b>\$1,678,262.50</b>	<b>\$6,623,262.50</b>	<b>(121,030.00)</b>	<b>\$6,502,232.50</b>	<b>\$6,827,344.13</b>

## Significant Dates

Dated

2/01/2018

First Coupon Date

2/01/2019

## Yield Statistics

Bond Year Dollars

\$60,720.00

Average Life

12.279 Years

Average Coupon

2.7639369%

Net Interest Cost (NIC)

2.8453763%

True Interest Cost (TIC)

2.8275787%

Bond Yield for Arbitrage Purposes

2.7286031%

All Inclusive Cost (AIC)

2.9066124%

Series 2018A GO Jail Bond | SINGLE PURPOSE | 10/27/2017 | 10:00 AM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

December 12, 2017

## Pre-Sale Report for

Le Sueur County, Minnesota

\$4,950,000 General Obligation Jail Bonds, Series 2018A



**Prepared by:**

Bruce Kimmel, CIPMA  
Senior Municipal Advisor

And

Todd Hagen, CIPMA  
Senior Municipal Advisor

And

Chris Mickelson,  
Financial Specialist



## Executive Summary of Proposed Debt

Proposed Issue:	\$4,950,000 General Obligation Jail Bonds, Series 2018A
Purposes:	The proposed issue includes financing to fund a portion of costs associated with construction of the jail and law enforcement center (LEC) components of a new justice center, utilizing general obligation (G.O.) bonds to be paid from ad valorem property taxes. The County issued \$7.22 million in G.O. jail bonds in July 2017 and anticipates issuing approximately \$5 million of G.O. jail bonds in 2019 to fund the remaining jail and LEC component costs of the justice center.
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and 641. The Bonds will be general obligations of the County for which its full faith, credit and taxing powers are pledged.</p> <p>Minnesota Statute Chapter 641 allows for the issuance of G.O. jail bonds without referendum if the total principal and interest for all jail bonds issued in any year does not exceed 0.09671% of estimated taxable market value within the County. Including this Bond issue, the County has over \$3,025,000 remaining in its annual jail debt service capacity.</p> <p>The Bonds count against the County's overall debt limit for tax-supported debt, in which outstanding principal is limited to 3% of the County's estimated market value. Including this Bond issue (and also the estimated Series 2018B issue), the County has approximately \$91,000,000 in remaining debt capacity for tax-supported debt.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 21-year term. Principal on the Bonds will be due on February 1 in the years 2020 through 2039. Interest is payable every six months beginning February 1, 2019.</p> <p>The Bonds maturing on and after February 1, 2029 will be subject to prepayment at the discretion of the County on February 1, 2028 or any date thereafter.</p>
Bank Qualification:	Because the County is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the County will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
State Credit Enhancement:	County bond issues for certain facilities, including jails, are authorized to receive credit enhancement from the State, meaning a guarantee to investors that the State will pay debt service if the County somehow fails to do so. Even though the County's Standard & Poor's AA rating is only one notch below the State's AA+ rating, Ehlers has found that investors appreciate the added security of credit enhanced bonds. To qualify for the credit enhancement, the County must pass a resolution of application, and then submit an application and \$500 fee to the State. Ehlers will coordinate the State application process on the County's behalf.





Rating:	<p>The County will utilize the State of Minnesota's bond rating (Standard &amp; Poor's AA+) through participating in the State credit enhancement program.</p> <p>The County's most recent bond issue was rated AA by Standard &amp; Poor's. The County will request a new rating for this issuance.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation jail bonds as a suitable financing option because:</p> <ul style="list-style-type: none"> <li>- Bank qualified G.O. bonds utilizing a competitive sale process with state credit enhancement provides the lowest possible interest cost; and,</li> <li>- This is the most overall cost effective option that still maintains future flexibility for the early prepayment of debt.</li> </ul>
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the County, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.00% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower the County's borrowing amount.</p> <p>Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this Bond issuance, it is to be determined if any premium received will reduce the size of the issue or increase the net proceeds of the project. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the County and find that refunding opportunities exist for the Series 2006A, 2007A and 2008A issues. These refunding opportunities are included in the proposed Series 2018B bond issue.</p> <p>We will continue to monitor the market and the call dates for the County's outstanding debt and will alert you to any additional future refunding opportunities.</p>



Continuing Disclosure:	Because the County has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the County will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The County is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities, the County must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Attorney:</b> Dorsey &amp; Whitney LLP</p> <p><b>Paying Agent:</b> Bond Trust Services Corporation</p> <p><b>Rating Agency:</b> Standard &amp; Poor's Global Ratings (S&amp;P)</p>

This presale report summarizes our understanding of the County’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the County’s objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Board of Commissioners:	December 12, 2017
Distribute Official Statement:	Week of December 18, 2017
Conference with Rating Agency:	Week of January 1, 2018
County Board Meeting to Award Sale of the Bonds:	January 16, 2018
Estimated Closing Date:	February 15, 2018

### Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

Resolution Authorizing Ehlers to Proceed with State Credit Enhancement

### Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Todd Hagen	(651) 697-8508
	Chris Mickelson	(651) 697-8556
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed or e-mailed to the Board of Commissioners for their review prior to the sale date.



## Le Sueur County, Minnesota

\$4,950,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

### Sources & Uses

Dated 02/15/2018 | Delivered 02/15/2018

#### Sources Of Funds

Par Amount of Bonds	\$4,950,000.00
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<b>Total Sources</b>	<b>\$4,950,000.00</b>
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#### Uses Of Funds

Total Underwriter's Discount (1.000%)	49,500.00
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Costs of Issuance	39,000.00
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Deposit to Capitalized Interest (CIF) Fund	124,238.03
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Deposit to Project Construction Fund	4,735,000.00
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Rounding Amount	2,261.97
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<b>Total Uses</b>	<b>\$4,950,000.00</b>
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Series 2018A GO Jail Bond | SINGLE PURPOSE | 12/ 7/2017 | 1:35 PM



**EHLERS**  
LEADERS IN PUBLIC FINANCE

## Le Sueur County, Minnesota

\$4,950,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2018	-	-	-	-	-
02/01/2019	-	-	124,238.03	124,238.03	124,238.03
08/01/2019	-	-	64,632.50	64,632.50	-
02/01/2020	200,000.00	1.500%	64,632.50	264,632.50	329,265.00
08/01/2020	-	-	63,132.50	63,132.50	-
02/01/2021	205,000.00	1.600%	63,132.50	268,132.50	331,265.00
08/01/2021	-	-	61,492.50	61,492.50	-
02/01/2022	205,000.00	1.700%	61,492.50	266,492.50	327,985.00
08/01/2022	-	-	59,750.00	59,750.00	-
02/01/2023	210,000.00	1.800%	59,750.00	269,750.00	329,500.00
08/01/2023	-	-	57,860.00	57,860.00	-
02/01/2024	215,000.00	1.950%	57,860.00	272,860.00	330,720.00
08/01/2024	-	-	55,763.75	55,763.75	-
02/01/2025	220,000.00	2.050%	55,763.75	275,763.75	331,527.50
08/01/2025	-	-	53,508.75	53,508.75	-
02/01/2026	220,000.00	2.150%	53,508.75	273,508.75	327,017.50
08/01/2026	-	-	51,143.75	51,143.75	-
02/01/2027	225,000.00	2.250%	51,143.75	276,143.75	327,287.50
08/01/2027	-	-	48,612.50	48,612.50	-
02/01/2028	230,000.00	2.400%	48,612.50	278,612.50	327,225.00
08/01/2028	-	-	45,852.50	45,852.50	-
02/01/2029	235,000.00	2.500%	45,852.50	280,852.50	326,705.00
08/01/2029	-	-	42,915.00	42,915.00	-
02/01/2030	245,000.00	2.600%	42,915.00	287,915.00	330,830.00
08/01/2030	-	-	39,730.00	39,730.00	-
02/01/2031	250,000.00	2.750%	39,730.00	289,730.00	329,460.00
08/01/2031	-	-	36,292.50	36,292.50	-
02/01/2032	255,000.00	2.850%	36,292.50	291,292.50	327,585.00
08/01/2032	-	-	32,658.75	32,658.75	-
02/01/2033	265,000.00	2.950%	32,658.75	297,658.75	330,317.50
08/01/2033	-	-	28,750.00	28,750.00	-
02/01/2034	270,000.00	3.050%	28,750.00	298,750.00	327,500.00
08/01/2034	-	-	24,632.50	24,632.50	-
02/01/2035	280,000.00	3.150%	24,632.50	304,632.50	329,265.00
08/01/2035	-	-	20,222.50	20,222.50	-
02/01/2036	290,000.00	3.200%	20,222.50	310,222.50	330,445.00
08/01/2036	-	-	15,582.50	15,582.50	-
02/01/2037	300,000.00	3.300%	15,582.50	315,582.50	331,165.00
08/01/2037	-	-	10,632.50	10,632.50	-
02/01/2038	310,000.00	3.350%	10,632.50	320,632.50	331,265.00
08/01/2038	-	-	5,440.00	5,440.00	-
02/01/2039	320,000.00	3.400%	5,440.00	325,440.00	330,880.00
<b>Total</b>	<b>\$4,950,000.00</b>	<b>-</b>	<b>\$1,761,448.03</b>	<b>\$6,711,448.03</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$60,847.50
Average Life	12.292 Years
Average Coupon	2.8948569%
Net Interest Cost (NIC)	2.9762078%
True Interest Cost (TIC)	2.9612990%
Bond Yield for Arbitrage Purposes	2.8613779%
All Inclusive Cost (AIC)	3.0410112%

### IRS Form 8038

Net Interest Cost	2.8948569%
Weighted Average Maturity	12.292 Years

Series 2018A GO Jail Bond | SINGLE PURPOSE | 12/ 7/2017 | 1:35 PM



# Le Sueur County, Minnesota

\$4,950,000 General Obligation Jail Bonds, Series 2018A

Assumes Current Market BQ "AA+" Credit Enhanced Market Rates +20bps

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
02/15/2018	-	-	-	-	-	-	-
02/01/2019	-	-	124,238.03	124,238.03	(124,238.03)	-	-
08/01/2019	-	-	64,632.50	64,632.50	-	64,632.50	-
02/01/2020	200,000.00	1.500%	64,632.50	264,632.50	-	264,632.50	329,265.00
08/01/2020	-	-	63,132.50	63,132.50	-	63,132.50	-
02/01/2021	205,000.00	1.600%	63,132.50	268,132.50	-	268,132.50	331,265.00
08/01/2021	-	-	61,492.50	61,492.50	-	61,492.50	-
02/01/2022	205,000.00	1.700%	61,492.50	266,492.50	-	266,492.50	327,985.00
08/01/2022	-	-	59,750.00	59,750.00	-	59,750.00	-
02/01/2023	210,000.00	1.800%	59,750.00	269,750.00	-	269,750.00	329,500.00
08/01/2023	-	-	57,860.00	57,860.00	-	57,860.00	-
02/01/2024	215,000.00	1.950%	57,860.00	272,860.00	-	272,860.00	330,720.00
08/01/2024	-	-	55,763.75	55,763.75	-	55,763.75	-
02/01/2025	220,000.00	2.050%	55,763.75	275,763.75	-	275,763.75	331,527.50
08/01/2025	-	-	53,508.75	53,508.75	-	53,508.75	-
02/01/2026	220,000.00	2.150%	53,508.75	273,508.75	-	273,508.75	327,017.50
08/01/2026	-	-	51,143.75	51,143.75	-	51,143.75	-
02/01/2027	225,000.00	2.250%	51,143.75	276,143.75	-	276,143.75	327,287.50
08/01/2027	-	-	48,612.50	48,612.50	-	48,612.50	-
02/01/2028	230,000.00	2.400%	48,612.50	278,612.50	-	278,612.50	327,225.00
08/01/2028	-	-	45,852.50	45,852.50	-	45,852.50	-
02/01/2029	235,000.00	2.500%	45,852.50	280,852.50	-	280,852.50	326,705.00
08/01/2029	-	-	42,915.00	42,915.00	-	42,915.00	-
02/01/2030	245,000.00	2.600%	42,915.00	287,915.00	-	287,915.00	330,830.00
08/01/2030	-	-	39,730.00	39,730.00	-	39,730.00	-
02/01/2031	250,000.00	2.750%	39,730.00	289,730.00	-	289,730.00	329,460.00
08/01/2031	-	-	36,292.50	36,292.50	-	36,292.50	-
02/01/2032	255,000.00	2.850%	36,292.50	291,292.50	-	291,292.50	327,585.00
08/01/2032	-	-	32,658.75	32,658.75	-	32,658.75	-
02/01/2033	265,000.00	2.950%	32,658.75	297,658.75	-	297,658.75	330,317.50
08/01/2033	-	-	28,750.00	28,750.00	-	28,750.00	-
02/01/2034	270,000.00	3.050%	28,750.00	298,750.00	-	298,750.00	327,500.00
08/01/2034	-	-	24,632.50	24,632.50	-	24,632.50	-
02/01/2035	280,000.00	3.150%	24,632.50	304,632.50	-	304,632.50	329,265.00
08/01/2035	-	-	20,222.50	20,222.50	-	20,222.50	-
02/01/2036	290,000.00	3.200%	20,222.50	310,222.50	-	310,222.50	330,445.00
08/01/2036	-	-	15,582.50	15,582.50	-	15,582.50	-
02/01/2037	300,000.00	3.300%	15,582.50	315,582.50	-	315,582.50	331,165.00
08/01/2037	-	-	10,632.50	10,632.50	-	10,632.50	-
02/01/2038	310,000.00	3.350%	10,632.50	320,632.50	-	320,632.50	331,265.00
08/01/2038	-	-	5,440.00	5,440.00	-	5,440.00	-
02/01/2039	320,000.00	3.400%	5,440.00	325,440.00	-	325,440.00	330,880.00
<b>Total</b>	<b>\$4,950,000.00</b>	<b>-</b>	<b>\$1,761,448.03</b>	<b>\$6,711,448.03</b>	<b>(124,238.03)</b>	<b>\$6,587,210.00</b>	<b>-</b>

Series 2018A GO Jail Bond | SINGLE PURPOSE | 12/ 7/2017 | 1:35 PM



Resolution No. \_\_\_\_\_

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$4,950,000 General Obligation Jail Bonds, Series 2018A**

- A. WHEREAS, the Board of Commissioners of Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$4,950,000 General Obligation Jail Bonds, Series 2018A (the "Bonds"), to finance a portion of the costs associated with construction of a new County Jail facility; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Le Sueur County, Minnesota, as follows:

1. Authorization. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
2. Meeting; Proposal Opening. The Board of Commissioners shall meet at 11:45 a.m. on January 16, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 12<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
County Administrator

Resolution No. \_\_\_\_\_

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

### **Resolution Authorizing the County to Enter into a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority**

- A. WHEREAS, the County Board of Le Sueur County, Minnesota (the "County") proposes to issue its General Obligation Jail Bonds, Series 2018A (the "Bonds"), the proceeds of which will be used to finance a portion of the construction of a new County Jail facility; and
- B. WHEREAS, the County Board hereby determines it is in the best interest of the County to apply to the Minnesota Public Facilities Authority (the "Authority") for credit enhancement of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Le Sueur County, Minnesota, as follows:

- 1. Approval of the Authority's Credit Enhancement Program Agreement. The Authority's Credit Enhancement Program Agreement (the "Agreement") is hereby approved, the same being before the County Board and made a part of this resolution by reference.
- 2. Authorization to Sign Agreement and Related Forms. The County Board Chair and the County Administrator are authorized to sign the Agreement on the County's behalf and to execute any other related forms prescribed by the Authority with respect to the Agreement.
- 3. Agreement to Comply with Minnesota Statutes, Section 446A.086. The County is entering into the Agreement with the Authority pursuant to Minnesota Statutes, Section 446A.086 (the "Act") and the County hereby agrees to comply with and be bound by the provisions of the Act.
- 4. Submission of the Agreement. The County Board Chair and County Administrator are hereby authorized to submit, on the County's behalf, the Agreement to the Authority, together with the nonrefundable application fee in the amount of \$500.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 12<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
County Administrator



December 12, 2017

## Pre-Sale Report for

Le Sueur County, Minnesota

\$9,255,000 General Obligation Bonds, Series 2018B



**Prepared by:**

Bruce Kimmel, CIPMA  
Senior Municipal Advisor

And

Todd Hagen, CIPMA  
Senior Municipal Advisor

And

Chris Mickelson  
Financial Specialist



## Executive Summary of Proposed Debt

Proposed Issue:	\$9,255,000 General Obligation Bonds, Series 2018B
Purposes:	<p>The proposed Series 2018B issue includes funding for two purposes:</p> <ol style="list-style-type: none"> <li>1. Current refundings of the County's callable Series 2006A, 2007A and 2008A Bonds, and;</li> <li>2. To fund a portion of the costs associated with the construction of a new justice center, utilizing general obligation (G.O.) bonds authorized through a capital improvement plan (CIP) process.</li> </ol> <p>Interest rates on the Series 2006A, 2007A and 2008A Bonds proposed to be refunded are 4.00% - 4.30%, whereas the estimated refunding interest rates are 1.50% to 2.00%. The refunding is expected to reduce the County's future interest expense for these obligations by approximately \$232,238 over the next 6 years. The net present value benefit to the County is estimated to be \$215,405, equal to 4.91% of the refunded debt service.</p> <p>The refundings are considered Current Refundings as the new Bonds will be issued within 90 days of the call dates for the Series 2006A, 2007A and 2008A Bond issues.</p> <p>Debt service will be paid from ad valorem property taxes, beginning with taxes payable in 2018. State law limits annual debt service on CIP bonds to 0.12% of the issuer's estimated market value. After adding the estimated debt service on this issue to the actual debt service on the County's existing CIP issues, the County has over \$2,670,000 remaining in its annual CIP debt service capacity.</p>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter 373.40 and Chapter 475. The Bonds will be general obligations of the County for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the County's overall debt limit for tax-supported debt, in which outstanding principal is limited to 3% of the County's estimated market value. Including this Bond issue (and also the estimated Series 2018A issue), the County has approximately \$91,000,000 in remaining debt capacity for tax-supported debt.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 21-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2039. Interest is payable every six months beginning August 1, 2018.</p> <p>The Bonds maturing on and after February 1, 2029 will be pre-payable at the County's sole discretion on February 1, 2028 or any date thereafter.</p>
Bank Qualification:	Because the County is expecting to issue no more than \$10,000,000 in tax exempt debt during the 2018 calendar year, the County will be able to designate



	the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	<p>The County’s most recent bond issues were rated “AA” by Standard &amp; Poor’s. The County will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the County’s bond rating in the event that the bond rating of the insurer is higher than that of the County.</p>
Basis for Recommendation:	The proposed Bond issue is the most cost-efficient means of achieving the desired CIP financing, and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the County’s historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association (GFOA).
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the County, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.20% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower the County’s borrowing amount.</p> <p>Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this Bond issuance, it is to be determined if any premium received will reduce the size of the issue or increase the net proceeds of the project. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the County and find that no additional refunding opportunities exist at this time other than the proposed current refundings for the Series 2006A, 2007A and 2008A Bonds included in this issue.



	We will continue to monitor the market and the call dates for the County's outstanding debt and will alert you to any additional future refunding opportunities.
Continuing Disclosure:	Because the County has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the County will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain "material events" to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The County is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the necessary reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities, the County must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Attorney:</b> Dorsey &amp; Whitney LLP</p> <p><b>Paying Agent:</b> Bond Trust Services Corporation</p> <p><b>Rating Agency:</b> Standard &amp; Poor's Global Ratings (S&amp;P)</p>

This presale report summarizes our understanding of the County's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the County's objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Board of Commissioners:	December 12, 2017
Distribute Official Statement:	Week of December 18, 2017
Conference with Rating Agency:	Week of January 1, 2018
Board of Commissioners Awards Sale of the Bonds:	January 16, 2018
Estimated Closing Date:	February 15, 2018

## Attachments

Sources and Uses of Funds  
Proposed Debt Service Schedule  
Refunding Savings Analysis  
Resolution Authorizing Ehlers to Proceed with Bond Sale

## Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Todd Hagen	(651) 697-8508
	Chris Mickelson	(651) 697-8556
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed or e-mailed to the Board of Commissioners for their review prior to the sale date.



## Le Sueur County, Minnesota

\$9,255,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Total Issue Sources And Uses

Dated 02/15/2018 | Delivered 02/15/2018

	Current Ref GO CIP 2006A	Current Ref GO CIP 2007A	Current Ref GO CIP 2008A	New Money	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds	\$1,055,000.00	\$1,240,000.00	\$1,995,000.00	\$4,965,000.00	\$9,255,000.00
<b>Total Sources</b>	<b>\$1,055,000.00</b>	<b>\$1,240,000.00</b>	<b>\$1,995,000.00</b>	<b>\$4,965,000.00</b>	<b>\$9,255,000.00</b>
<b>Uses Of Funds</b>					
Total Underwriter's Discount (1.200%)	12,660.00	14,880.00	23,940.00	59,580.00	111,060.00
Costs of Issuance	9,461.38	11,120.47	17,891.41	44,526.74	83,000.00
Deposit to Capitalized Interest (CIF) Fund	-	-	-	127,320.79	127,320.79
Deposit to Project Construction Fund	-	-	-	4,732,000.00	4,732,000.00
Deposit to Current Refunding Fund	1,028,416.67	1,214,052.08	1,956,743.54	-	4,199,212.29
Rounding Amount	4,461.95	(52.55)	(3,574.95)	1,572.47	2,406.92
<b>Total Uses</b>	<b>\$1,055,000.00</b>	<b>\$1,240,000.00</b>	<b>\$1,995,000.00</b>	<b>\$4,965,000.00</b>	<b>\$9,255,000.00</b>

Proposed CR 2006A 2007A a | Issue Summary | 12/7/2017 | 1:32 PM



## Le Sueur County, Minnesota

\$9,255,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2018	-	-	-	-	-
08/01/2018	-	-	95,392.36	95,392.36	-
02/01/2019	715,000.00	1.500%	103,437.50	818,437.50	913,829.86
08/01/2019	-	-	98,075.00	98,075.00	-
02/01/2020	930,000.00	1.600%	98,075.00	1,028,075.00	1,126,150.00
08/01/2020	-	-	90,635.00	90,635.00	-
02/01/2021	945,000.00	1.700%	90,635.00	1,035,635.00	1,126,270.00
08/01/2021	-	-	82,602.50	82,602.50	-
02/01/2022	965,000.00	1.800%	82,602.50	1,047,602.50	1,130,205.00
08/01/2022	-	-	73,917.50	73,917.50	-
02/01/2023	985,000.00	1.850%	73,917.50	1,058,917.50	1,132,835.00
08/01/2023	-	-	64,806.25	64,806.25	-
02/01/2024	785,000.00	2.000%	64,806.25	849,806.25	914,612.50
08/01/2024	-	-	56,956.25	56,956.25	-
02/01/2025	220,000.00	2.100%	56,956.25	276,956.25	333,912.50
08/01/2025	-	-	54,646.25	54,646.25	-
02/01/2026	220,000.00	2.200%	54,646.25	274,646.25	329,292.50
08/01/2026	-	-	52,226.25	52,226.25	-
02/01/2027	225,000.00	2.300%	52,226.25	277,226.25	329,452.50
08/01/2027	-	-	49,638.75	49,638.75	-
02/01/2028	230,000.00	2.450%	49,638.75	279,638.75	329,277.50
08/01/2028	-	-	46,821.25	46,821.25	-
02/01/2029	240,000.00	2.550%	46,821.25	286,821.25	333,642.50
08/01/2029	-	-	43,761.25	43,761.25	-
02/01/2030	245,000.00	2.650%	43,761.25	288,761.25	332,522.50
08/01/2030	-	-	40,515.00	40,515.00	-
02/01/2031	250,000.00	2.800%	40,515.00	290,515.00	331,030.00
08/01/2031	-	-	37,015.00	37,015.00	-
02/01/2032	260,000.00	2.900%	37,015.00	297,015.00	334,030.00
08/01/2032	-	-	33,245.00	33,245.00	-
02/01/2033	265,000.00	3.000%	33,245.00	298,245.00	331,490.00
08/01/2033	-	-	29,270.00	29,270.00	-
02/01/2034	275,000.00	3.100%	29,270.00	304,270.00	333,540.00
08/01/2034	-	-	25,007.50	25,007.50	-
02/01/2035	280,000.00	3.200%	25,007.50	305,007.50	330,015.00
08/01/2035	-	-	20,527.50	20,527.50	-
02/01/2036	290,000.00	3.250%	20,527.50	310,527.50	331,055.00
08/01/2036	-	-	15,815.00	15,815.00	-
02/01/2037	300,000.00	3.350%	15,815.00	315,815.00	331,630.00
08/01/2037	-	-	10,790.00	10,790.00	-
02/01/2038	310,000.00	3.400%	10,790.00	320,790.00	331,580.00
08/01/2038	-	-	5,520.00	5,520.00	-
02/01/2039	320,000.00	3.450%	5,520.00	325,520.00	331,040.00
<b>Total</b>	<b>\$9,255,000.00</b>	<b>-</b>	<b>\$2,062,412.36</b>	<b>\$11,317,412.36</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$75,615.08
Average Life	8.170 Years
Average Coupon	2.7275145%
Net Interest Cost (NIC)	2.8743900%
True Interest Cost (TIC)	2.8517361%
Bond Yield for Arbitrage Purposes	2.6788868%
All Inclusive Cost (AIC)	2.9832833%

### IRS Form 8038

Net Interest Cost	2.7275145%
Weighted Average Maturity	8.170 Years

Proposed CR 2006A 2007A a | Issue Summary | 12/ 7/2017 | 1:32 PM



# Le Sueur County, Minnesota

\$9,255,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
02/15/2018	-	-	-	-	-	(2,406.92)	-
08/01/2018	-	-	95,392.36	95,392.36	(61,084.54)	34,307.82	-
02/01/2019	715,000.00	1.500%	103,437.50	818,437.50	(66,236.25)	752,201.25	784,102.15
08/01/2019	-	-	98,075.00	98,075.00	-	98,075.00	-
02/01/2020	930,000.00	1.600%	98,075.00	1,028,075.00	-	1,028,075.00	1,126,150.00
08/01/2020	-	-	90,635.00	90,635.00	-	90,635.00	-
02/01/2021	945,000.00	1.700%	90,635.00	1,035,635.00	-	1,035,635.00	1,126,270.00
08/01/2021	-	-	82,602.50	82,602.50	-	82,602.50	-
02/01/2022	965,000.00	1.800%	82,602.50	1,047,602.50	-	1,047,602.50	1,130,205.00
08/01/2022	-	-	73,917.50	73,917.50	-	73,917.50	-
02/01/2023	985,000.00	1.850%	73,917.50	1,058,917.50	-	1,058,917.50	1,132,835.00
08/01/2023	-	-	64,806.25	64,806.25	-	64,806.25	-
02/01/2024	785,000.00	2.000%	64,806.25	849,806.25	-	849,806.25	914,612.50
08/01/2024	-	-	56,956.25	56,956.25	-	56,956.25	-
02/01/2025	220,000.00	2.100%	56,956.25	276,956.25	-	276,956.25	333,912.50
08/01/2025	-	-	54,646.25	54,646.25	-	54,646.25	-
02/01/2026	220,000.00	2.200%	54,646.25	274,646.25	-	274,646.25	329,292.50
08/01/2026	-	-	52,226.25	52,226.25	-	52,226.25	-
02/01/2027	225,000.00	2.300%	52,226.25	277,226.25	-	277,226.25	329,452.50
08/01/2027	-	-	49,638.75	49,638.75	-	49,638.75	-
02/01/2028	230,000.00	2.450%	49,638.75	279,638.75	-	279,638.75	329,277.50
08/01/2028	-	-	46,821.25	46,821.25	-	46,821.25	-
02/01/2029	240,000.00	2.550%	46,821.25	286,821.25	-	286,821.25	333,642.50
08/01/2029	-	-	43,761.25	43,761.25	-	43,761.25	-
02/01/2030	245,000.00	2.650%	43,761.25	288,761.25	-	288,761.25	332,522.50
08/01/2030	-	-	40,515.00	40,515.00	-	40,515.00	-
02/01/2031	250,000.00	2.800%	40,515.00	290,515.00	-	290,515.00	331,030.00
08/01/2031	-	-	37,015.00	37,015.00	-	37,015.00	-
02/01/2032	260,000.00	2.900%	37,015.00	297,015.00	-	297,015.00	334,030.00
08/01/2032	-	-	33,245.00	33,245.00	-	33,245.00	-
02/01/2033	265,000.00	3.000%	33,245.00	298,245.00	-	298,245.00	331,490.00
08/01/2033	-	-	29,270.00	29,270.00	-	29,270.00	-
02/01/2034	275,000.00	3.100%	29,270.00	304,270.00	-	304,270.00	333,540.00
08/01/2034	-	-	25,007.50	25,007.50	-	25,007.50	-
02/01/2035	280,000.00	3.200%	25,007.50	305,007.50	-	305,007.50	330,015.00
08/01/2035	-	-	20,527.50	20,527.50	-	20,527.50	-
02/01/2036	290,000.00	3.250%	20,527.50	310,527.50	-	310,527.50	331,055.00
08/01/2036	-	-	15,815.00	15,815.00	-	15,815.00	-
02/01/2037	300,000.00	3.350%	15,815.00	315,815.00	-	315,815.00	331,630.00
08/01/2037	-	-	10,790.00	10,790.00	-	10,790.00	-
02/01/2038	310,000.00	3.400%	10,790.00	320,790.00	-	320,790.00	331,580.00
08/01/2038	-	-	5,520.00	5,520.00	-	5,520.00	-
02/01/2039	320,000.00	3.450%	5,520.00	325,520.00	-	325,520.00	331,040.00
<b>Total</b>	<b>\$9,255,000.00</b>	<b>-</b>	<b>\$2,062,412.36</b>	<b>\$11,317,412.36</b>	<b>(127,320.79)</b>	<b>\$11,187,684.65</b>	<b>-</b>

Proposed CR 2006A 2007A a | Issue Summary | 12/ 7/2017 | 1:32 PM





## Le Sueur County, Minnesota

\$4,290,000 General Obligation Bonds, Series 2018B

Issue Summary - Proposed Cur Ref 06A, 07A, 08A & New Money

Assuming Current GO BQ "AA" Market Rates plus 20bps

### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2019	786,509.07	785,674.62	830,547.50	44,872.88
02/01/2020	793,677.50	793,677.50	834,147.50	40,470.00
02/01/2021	791,997.50	791,997.50	836,547.50	44,550.00
02/01/2022	799,417.50	799,417.50	837,427.50	38,010.00
02/01/2023	800,737.50	800,737.50	836,767.50	36,030.00
02/01/2024	581,400.00	581,400.00	609,705.00	28,305.00
<b>Total</b>	<b>\$4,553,739.07</b>	<b>\$4,552,904.62</b>	<b>\$4,785,142.50</b>	<b>\$232,237.88</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	214,571.03
Net PV Cashflow Savings @ 2.679%(Bond Yield).....	214,571.03
Contingency or Rounding Amount.....	834.45
Net Present Value Benefit	\$215,405.48
Net PV Benefit / \$4,385,412.90 PV Refunded Debt Service	4.912%
Net PV Benefit / \$4,185,000 Refunded Principal...	5.147%
Net PV Benefit / \$4,290,000 Refunding Principal..	5.021%

### Refunding Bond Information

Refunding Dated Date	
Refunding Delivery Date	2/15/2018

At \_\_\_\_\_ a.m. the Chairperson called the Public Hearing for the approval of the 2018 to 2022 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40.

The Chairperson stated that this was the time and place fixed for a public hearing to be held on the County's Capital Improvement Plan (the "Plan") and issuance of bonds (the "Bonds") under Minnesota Statutes, Section 373.40. The County Administrator presented an affidavit showing publication of the notice of public hearing at least fourteen (14) but not more than twenty-eight (28) days prior to the date fixed for the public hearing in the Montgomery Messenger, being the official newspaper of the County. The affidavit was examined, found to be satisfactory and ordered it to be placed on file with the County Administrator.

The Chairperson then opened the meeting for the public hearing on the proposal to adopt the Plan and approve the issuance of the Bonds. The purpose of the hearing was explained, the nature of the Plan and the Bonds was discussed and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to approve the Plan and issue the Bonds.

With \_\_\_\_\_ comments being received from the public on the proposals, at \_\_\_\_\_ a.m. the Chairperson declared the public hearing to be closed.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the following resolution:

**RESOLUTION RELATING TO APPROVAL OF A CAPITAL  
IMPROVEMENT PLAN AND ISSUANCE OF GENERAL OBLIGATION CAPITAL  
IMPROVEMENT PLAN BONDS, SERIES 2018B**

BE IT RESOLVED by the Board of Commissioners (the Board) of Le Sueur County, Minnesota (the Issuer), as follows:

WHEREAS, the Issuer has published notice of its intent to hold a hearing on the issuance of capital improvement plan bonds under Minnesota Statutes, Section 373.40 (the “Bonds”) and on its proposed Capital Improvement Plan (the “Plan”), at least fourteen (14) but not more than twenty-eight (28) days prior to the date hereof, pursuant to and in accordance with Minnesota Statutes, Section 373.40 (the “Act”); and

WHEREAS, the Board held a public hearing on the date hereof on the Plan and on the issuance of the Bonds to finance a portion of the costs associated with the construction of a new Justice Center as detailed in the County's 2018 - 2022 Capital Improvement Plan. The County will pay debt service with future ad valorem property taxes. As described in the Act and in the Plan (the “Project”);

WHEREAS, the Board has considered the factors described in subdivision 3 of the Act with respect to the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby a) approves the Plan, and (b) authorizes the issuance of the Bonds in an amount not to exceed \$5,000,000. Pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), Ehlers & Associates is authorized to prepare and distribute an Official Statement and to solicit proposals for the Bonds on behalf of the County on a competitive sale basis. This Board shall meet on January 16, 2018, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

Resolution No. \_\_\_\_\_

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$9,255,000 General Obligation Bonds, Series 2018B**

- A. WHEREAS, the Board of Commissioners of Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$9,255,000 General Obligation Bonds, Series 2018B (the "Bonds"), to finance a portion of the costs associated with the construction of a new Justice Center and current refundings of the Series 2006A, 2007A and 2008A Bonds; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Le Sueur County, Minnesota, as follows:

1. Authorization. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
2. Meeting; Proposal Opening. The Board of Commissioners shall meet at 11:45 a.m. on January 16, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following Commissioners voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 12<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
County Administrator



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## **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

### **Item 9**

**10:10 a.m. Amy Beatty, Recycling Agreement with City of Le Center  
(5 min)**

Staff Contact: Amy Beatty



## **ENVIRONMENTAL SERVICES**

Mailing Address: 88 South Park Avenue, Le Center, MN 56057  
Physical Address: 515 South Maple Avenue, Le Center, MN 56057  
Direct Dial: 507-357-8538 Fax: 507-357-8541  
Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)  
County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

Date: Wednesday, November 29, 2017

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: 2018 Le Sueur County and City of Le Center Recycling Agreement

Since 2001, the City of Le Center has operated a recycling facility open to all county residents. The county has funded the recycling facility with SCORE<sup>1</sup> funding.

Change to the 2018 agreement:

1. The term of the agreement – January 1, 2018 to December 31, 2018.

A payment of \$2,300 per month for the years 2017, 2018, and 2019 was agreed upon at the December 20, 2016 County Board of Commissioners meeting.

If you have further questions or comments regarding this agreement, please contact me at 507-357-8203.

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<sup>1</sup> In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. SCORE is part of Minnesota's Waste Management Act and provides counties with a funding source to develop waste reduction, recycling and solid waste management programs. Ambitious goals for recycling and waste reduction were set for Minnesota counties and have typically been met, if not exceeded.

RECYCLING SERVICES AGREEMENT  
BETWEEN CITY OF LE CENTER AND LE SUEUR COUNTY

THIS AGREEMENT is between the City of Le Center and Le Sueur County, through their respective City Council and Board of Commissioners, (hereinafter singly referred to as "Party" or jointly referred to as "Parties").

WHEREAS, Le Sueur County desires to create a mechanism whereby residents of the county may use a county-wide recycling facility; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability for recycling by the City of Le Center operating a county-wide recycling facility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Le Center and Le Sueur County hereby agree as follows:

1. PURPOSE

This Agreement is to provide recycling and waste reduction services to the residents of Le Sueur County. The City of Le Center has agreed to receive the recyclable materials brought to the recycling center located at the city garage, 112 S. Lexington Avenue, Le Center, by any resident of Le Sueur County.

2. TERM

This Agreement shall commence on January 1, 2018, and terminate on December 31, 2018, unless terminated earlier as provided herein.

3. FACILITIES AND EQUIPMENT

The City agrees to receive recyclable materials at its recycling drop site at 112 S. Lexington Avenue, Le Center. The City has entered into a contract with a waste management company to provide recycling service. In this contract, the company will provide containers and will remove the recyclable materials on a set schedule. These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.

The City of Le Center shall provide, at its own expense, such machinery and equipment as may be necessary to receive these recyclable materials.

4. RECYCLABLE MATERIAL

The following recyclable materials will be received at this recycling drop site at no charge to residents of Le Sueur County:

- a. Corrugated Cardboard. These are corrugated cardboard materials used primarily for packaging. Materials to be accepted must be 100% true corrugated, not coated with wax, plastics, or food contaminants or contain no chipboard.
- b. Aluminum, Tin/Steel, and Bi-Metal Food and Beverage Cans. These are containers fabricated primarily of aluminum, bi-metal, and tin-plated steel and commonly used for beverages and canned food products. Cans shall be rinsed and be reasonably clean. The following types of metals shall not be accepted aerosol cans, sheet metal, or scrap metal.
- c. Plastics, Numbers 1 through 7. Plastic containers must have a neck or pourable content. Containers shall be rinsed with all caps and lids removed. The following items shall not be accepted margarine tubs, ice cream buckets, food trays, and 5 gallon plastic pails.
- d. Glass Food and Beverage Containers. Clear, green, blue, and amber glass. These shall include containers fabricated of glass and used for packaging and bottling of various foods and beverages. Containers shall be rinsed with the caps removed. The following types of

glass shall not be accepted window glass, mirrors, light bulbs, ceramics, and glass jars or bottles that contained hazardous materials.

- e. Mixed Paper. This included newspaper, magazines, catalogs, direct mail advertisements, brochures, booklets, office paper, hard and soft cover books, phone books, manila office folders, computer paper, envelopes, letters, and boxboard (cookie, cake, cereal, and chip boxes). The following items shall not be accepted beer/pop carrying cases, egg cartons, milk cartons, frozen food boxes, foil, plastic wrap, and carbon paper.

It is understood that recyclable materials will be accepted "commingled." Commingled recyclable materials shall be aluminum, bi-metal, steel/tin food and beverage containers, glass food and beverage containers, and numbers 1 through 7 plastic containers received together and handled as one commodity.

Recycled materials may be added to or deleted from the list by written request of the parties or as required by law.

5. FACILITY OPERATIONS

- a. Hours for operation of the recycling drop site are as follows: Each Saturday from 7:00 am to 12:00 pm. On the event a state or federal holiday falls on a Saturday, the recycling drop site is not required to be open to the public.
- b. The City of Le Center agrees to have at least one employee on site at all times during operational hours to assist county residents with recycling questions and sorting of recyclables.

6. PAYMENT

Le Sueur County shall pay the City of Le Center in the amount of \$2,300.00 per month for the term of the agreement. This payment will cover the costs for labor, recycling services, insurance, and miscellaneous costs.

7. PERMITS AND LICENSES

The City of Le Center shall be responsible for all applicable state and county permits and licenses required to operate the facility.

8. RECORDS

Each Party shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each Party shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

9. AUDIT/ACCESS TO FACILITY

Each Party shall allow the other Party and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, 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 purposes of audit.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each Party agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.



9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each Party.

12. TERMINATION

Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other Party. Termination shall not act to discharge any liability incurred by any Party before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement.

13. CONTACTS

The individuals designated as contact persons for this agreement for each party shall be:

Chris Collins  
City of Le Center  
10 West Tyrone Street  
Le Center, MN 56057  
Ph: 507-357-4450  
Email: [collinschrisl@yahoo.com](mailto:collinschrisl@yahoo.com)

Amy Beatty  
Le Sueur County Environmental Services  
88 South Park Avenue  
Le Center, MN 56057  
Ph: 507-357-8203  
Email: [abeatty@co.le-sueur.mn.us](mailto:abeatty@co.le-sueur.mn.us)

14. LIABILITY/INDEMNIFICATION AMONG THE PARTIES

- a. General Indemnification. The Parties agree that each Party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each Party shall defend, indemnify and hold harmless the other Party for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Indemnification for Benefit of Parties. The indemnification provisions of this Section 14 are for the benefit of the Parties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental

liability.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

CITY OF LE CENTER

COUNTY OF LE SUEUR

\_\_\_\_\_  
Mayor, City of Le Center

\_\_\_\_\_  
Chair, Le Sueur County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City of Le Center Attorney's Office

\_\_\_\_\_  
Le Sueur County Attorney's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Le Center Recycling Facility

Year	Co-Mingled (tons)	Paper/Cardboard (tons)	Cost Per Month	Yearly Cost	
2001	53.785	126.57	\$ 1,000.00	\$ 7,000.00	1st year of county-wide operation
2002	51.4	150.01	\$ 1,033.00	\$ 12,396.00	
2003	58.47	153.89	\$ 1,056.00	\$ 12,672.00	
2004	62.67	168.18	\$ 1,073.00	\$ 12,876.00	
2005	58.95	162.3	\$ 1,110.56	\$ 13,326.72	
2006	69.44	160.31	\$ 1,149.43	\$ 13,793.16	
2007	75.82	163.48	\$ 1,500.00	\$ 18,000.00	
2008	77.19	153.12	\$ 1,564.50	\$ 18,774.00	
2009	80.88	137.08	\$ 1,581.71	\$ 18,980.52	
2010	84.42	141.83	\$ 1,950.00	\$ 23,400.00	
2011	78.92	132.93	\$ 1,950.00	\$ 23,400.00	
2012	86.28	139.32	\$ 1,950.00	\$ 23,400.00	
2013	90.38	137.77	\$ 1,950.00	\$ 23,400.00	
2014	97.64	128.88	\$ 1,950.00	\$ 23,400.00	
2015	103.32	143.52	\$ 1,950.00	\$ 23,400.00	
2016	103.13	148.97	\$ 1,950.00	\$ 23,400.00	
2017			\$ 2,300.00	\$ 27,600.00	
<b>Total</b>	<b>1232.695</b>	<b>2348.16</b>		<b>\$ 319,218.40</b>	

\*Will receive the 2017 recycling tonnages when the city submits its next license application (May 1, 2018 to April 30, 2019) .

Monthly payment adjusted annually by an amount equal to the percentage increase from the previous 12 month period by the Consumer Price Index. In 2006, the city asked for the 2007 monthly payment to be \$1500 + Consumer Price Index increase to cover the costs to operate.

The City of Le Center is responsible for all applicable permits and insurance.



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 10**

**10:15 a.m. Jeff Neisen, IT Director ( 15 min)**

***RE: Office 2016 License Purchase & AS400 upgrade.***

**Staff Contact: Jeff Neisen**

Product Pool ▲	License Product Family ▶	License Version	Effective Quantity
Applications	Office Professional	Plus 2016	123
Applications	Office Professional	Plus 2013	75
Applications	Office Professional	Plus 2007	132

End of Life for 2007 was 10-10-2017

End of Life for 2010 is 10-13-20

End of Life for 2013 is 4-11-23

Currently we are using 2010. County has 300 PC/Laptops/Devices with Office on them. Starting in 2018 we will deploy office 2016 on ALL new PC, which is approximately 80 annually.



Pricing Proposal  
Quotation #: 14511323  
Created On: 11/30/2017  
Valid Until: 12/30/2017

County of Le Sueur MN

Inside Account Executive

**Jeff Neisen**  
88 South Park Avenue  
Le Center, MN 56057  
United States  
Phone: 507.357.2251 ext 286  
Fax:  
Email: jneisen@co.le-sueur.mn.us

**Stephanie Hawley**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: (732) 652-0332  
Fax: (732) 564-8078  
Email: Stephanie\_Hawley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus 2016 - License - 1 PC - Select Plus - Win - Single Language Microsoft - Part#: 79P-05582	177	\$332.00	\$58,764.00
			Subtotal \$58,764.00
			Total \$58,764.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



Your Partner in Technology!

## Project Overview:

Upgrade existing production IBM i system with a new IBM Power 8 system. In addition to the new system also upgrade the current operating system from V7R1 to V7R2. Plus upgrade the DR target system to V7R2 as well.

## Hardware/Software Quote:

<u>Qty.</u>	<u>Description</u>	<u>Price Each</u>	<u>Price total</u>
1	IBM i System Power 8 (see below for Hardware Config)	\$20,831.00	\$20,831.00
1	IBM LTO6 Tape Drive, Rails, Cables, Shipping	\$4103.00	\$4103.00
1	IBM Software-P05 Registration 24 x 7	\$141.00	\$141.00
1	PO5 OTC	\$291.00	\$291.00
1	IBM Software- IBM i License Transfer	\$4850.00	\$4850.00
1	IBM Software- Media	\$350.00	\$350.00
1	IBM Software- 3 year SWMA & Upgrade base warranty on Power 8 and LTO6 to 24 x 7 Onsite	\$5300.88	\$5300.88
<b>Total Hardware and Software</b>			<b>\$35,866.88</b>

*Note: After the 3 year warranty hardware maintenance will be \$1044.00 annually for the IBM i and \$758 for LTO6. Plus upcharges for additional 24 x 7 coverage for another 3 years - \$2300.00*

## Services Quote:

1	Migration and implementation of new Power 8 system and OS Upgrade V7R1 to V7R2 onsite, after hours/weekend	
1	Upgrade of V7R1 to V7R2 on DR system	
<b>Total Services fee for setup, migration and (2) V7R2 upgrades:</b>		<b>\$6995.00</b>



*Your Partner in Technology!*

### **Mimix Quote:**

1	Mimix license upgrade	\$3925.00	\$3925.00
1	Mimix software maintenance	\$1014.61	\$1014.61
1	Services for Mimix move to new Power 8	\$875.00	\$875.00
<b>Total Mimix licensing:</b>			<b>\$5814.61</b>

**Total Hardware, Software and Services** **\$48,676.49**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





*Your Partner in Technology!*

## Hardware Configuration:

Description	Quantity
8286-41A Server 1:8286 Model 41A	1
0041 Device Parity Protection-All, Specify Code	1
0205 RISC-to-RISC Data Migration	1
0267 IBM i Operating System Partition Specify	1
0567 IBM i 7.1 Specify Code	1
3930 System Serial Port Converter Cable	1
4650 Rack Indicator- Not Factory Integrated	1
5557 System Console-Ethernet No IOP	1
5771 SATA Slimline DVD-RAM Drive	1
5899 PCIe2 4-port 1GbE Adapter	1
6470 Power Cord 1.8m (6-ft), Drawer to Wall (125V/15A)	2
9300 Language Group Specify - US English	1
9441 New IBM i License Core Counter	1
9448 Other IBM i License Core Counter	3
EB2L AC Power Supply - 900W	2
EB72 IBM i 7.2 Indicator	1
EJ0P Storage Backplane 18 SFF-3 Bays/DVD Bay/Dual IOA with Write Cache	1
EJ10 PCIe3 SAS Tape/DVD Adapter Quad-port 6Gb x8	1
EJT9 Front Bezel for 18-Bay BackPlane	1
EJTN Rack-mount Rail Kit	1
ELTA #ESFA Load Source Specify	1
EM91 16 GB DDR4 Memory	4
EPXK 4-Core 3.02 GHz POWER8 Processor Card	1
EPYK One Processor Core Activation for #EPXK	4
ESC6 S&H-b	1
ESFA 283GB 15K RPM SAS SFF-3 4K Block - 4224 Disk Drive	6
ESFG 283GB 15K RPM SAS SFF-3 Disk 4K Block	4
EU19 Cable Ties & Labels	1
EU2C Express Edition 4 core (IBM i)	1



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 11**

**10:30 a.m. Dave Tiegs, Highway Engineer (20 min)**

**Staff Contact:**

Highway Department Agenda Items  
December 12<sup>th</sup>, 2017 Board Meeting

- 1.) Budget Change Requests (2017)
- 2.) Request for purchase of Tandem Plow trucks
- 3.) Approval of Final Payment: 2017 Seal Coat Projects, CSAH 7 Bridge Replacement
- 4.) Purchase of Parcel 18.410.2250 (For Rabbit Road Repairs)
- 5.) Municipal Maintenance Agreements
- 6.) Bridge Safety Inspection Audit

**Revenue**

Account Number	Line Item Description	Approved 2017 Budget	Proposed Budget Amount	Difference	Notes
10-300-5065	Gravel Tax	\$150,000.00	\$217,000.00	\$67,000.00	
10-300-5557	Federal Reimbursement	\$40,000.00	\$217,890.00	\$177,890.00	Lighting and Chevron Projects
10-300-5558	Miscellaneous Reimbursements	\$518,441.00	\$80,000.00	-\$438,441.00	CSAH 37 Sidewalk Project Delayed
10-300-5893	State Aid Regular Construction	\$2,470,000.00	\$2,953,595.00	\$483,595.00	Borrowed Ahead
10-300-5894	State Aid Municipal Maintenance	\$252,665.00	\$308,552.00	\$55,887.00	Rabbit Road (CSAH 45)
10-300-5896	Bridge Bonds	\$250,000.00	\$0.00	-\$250,000.00	Did not replace bridge 92723 and 4458
10-300-5898	Sale Of Supplies To Cities	\$20,000.00	\$312,000.00	\$292,000.00	City of Montgomery, City of Le Sueur
10-300-5896	State Aid Bond	\$1,245,000.00	\$720,000.00	-\$525,000.00	CR 104
10-300-5941	Bond Proceeds	\$0.00	\$1,000,557.00	\$1,000,557.00	For Le Sueur Shop
			Total:	\$863,488.00	*This is a revenue increase.

**Expenditures**

Account Number	Line Item Description	Approved 2017 Budget	Proposed Budget Amount	Difference	Notes
10-301-6389	State Aid Contracts	\$2,710,000.00	\$5,010,000.00	-\$2,300,000.00	SAP 040-626-045
10-301-6390	State Aid Municipal Contracts	\$1,302,370.00	\$535,000.00	\$767,370.00	Sidewalk project (Le Sueur) and bridge project delayed (Waterville)
10-301-6392	County Contract Payments	\$825,000.00	\$460,000.00	\$365,000.00	CP 2035 (CR 104) delayed
10-302-6496	Supplies - Aggregate/Asphalt	\$450,000.00	\$500,000.00	-\$50,000.00	
10-302-6605	Building & Structures	\$0.00	\$785,000.00	-\$785,000.00	Le Sueur Shop
			Total:	-\$2,002,630.00	*This is an expenditure increase.

### Equipment 2018

Item	Amount	Total
Replace Bobcat Trailer	\$12,451.75	
Trade in - 2000 Towmaster T50 (Unit #305)	<u>-\$5,500.00</u>	\$6,951.75
Replace Tandem Unit 71	<u>\$239,469.00</u>	
Replace Tandem Unit 35	<u>\$239,469.00</u>	
Trade in - 2004 Sterling Tandem Truck (Unit #81)	<u>-\$21,000.00</u>	<u>\$457,938.00</u>
Totals	\$464,889.75	\$464,889.75

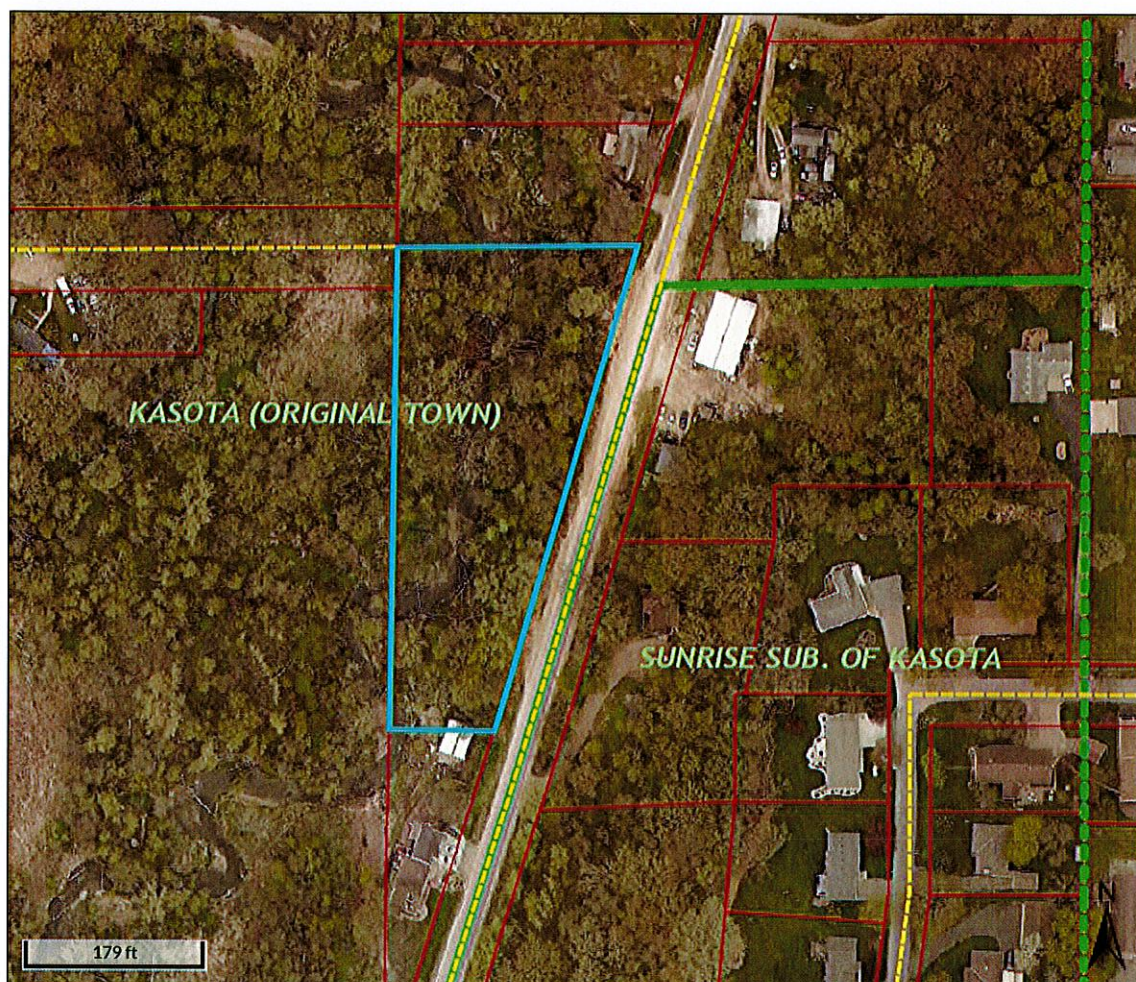
### Buildings and Structures

Item	Amount
Le Sueur Shop	\$15,000
Totals	\$15,000

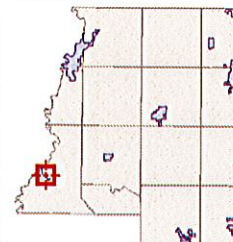
Contract Final Payments

Project ID	Description	As-Bid Contract Amount	Certified Completed Amount	% Over/Under Bid Amount
CP 2117 & SAP 040-030-012	County Wide Seal Coats	\$1,228,503.49	\$1,240,826.12	1% Over
SAP 040-607-006	Bridge 40J28 (CSAH 7)	\$273,016.00	\$289,767.10	6.1% Over





Overview



Legend

-  Roads
-  Parcels

Parcel ID	18.410.2250	Alternate ID	n/a	Owner Address	DANNER,FREDERICKS
Sec/Twp/Rng	--	Class	206 - RES 1-3 UNITS		PO BOX 331
Property Address	KASOTA	Acreage	n/a		CLEVELAND, MN 56017
District	KAS CITY/508				
Brief Tax Description	CITY OF KASOTA THAT PART OF BLOCK 83 & OF S 1/2 OF VACATED KOSSUTH ST & OF VACATED ALLEY ADJOINING & N 30 FT OF LOT 1, BLOCK 82 & 1/2 OF VACATED PIERCE ST. & VACATED GOODRICH ST. BETWEEN PIERCE & C. R. # 102 ALL LYING W OF C. R. #102				
	<b>(Note: Not to be used on legal documents)</b>				

Aerial Photo taken in April 2017

Date created: 12/7/2017

Last Data Uploaded: 12/7/2017 6:00:30 AM



Developed by  
The Schneider Corporation

2017 Municipal  
Maintenance Agreements

	<u># of Miles</u>	<u>\$\$ per Mile</u>	<u>2017 Payment</u>	<u>2016 Payment</u>	<u>Difference</u>
City of Cleveland	2.29	\$5,730.94	\$ 13,123.85	\$ 15,979.94	\$ (2,856.09)
City of Elysian	1.35	\$5,730.94	\$ 7,736.77	\$ 9,420.49	\$ (1,683.72)
City of Kasota	2.40	\$5,730.94	\$ 13,754.26	\$ 16,747.54	\$ (2,993.28)
City of Le Center	2.13	\$5,730.94	\$ 12,206.90	\$ 14,863.44	\$ (2,656.54)
City of Le Sueur	4.05	\$5,730.94	\$ 23,210.31	\$ 28,261.47	\$ (5,051.16)
City of Montgomery	3.36	\$5,730.94	\$ 19,255.96	\$ 23,446.55	\$ (4,190.59)
City of Waterville	<u>3.29</u>	<u>\$5,730.94</u>	<u>\$ 18,854.79</u>	<u>\$ 24,074.58</u>	<u>\$ (5,219.79)</u>
Totals	18.87		\$ 108,142.84	\$ 132,794.01	\$ (24,651.17)



## Minnesota Department of Transportation

Bridge Office  
3485 Hadley Avenue North  
Oakdale, MN 55128-3307

Phone: (651) 366-4501

Fax: (651) 366-4497

November 27, 2017

Dear David Tiegs,

The National Bridge Inspection Standards (NBIS) compliance reviews are performed annually for each agency based on the data submitted for the previous inspection cycle (ending in February of every year). Your agency performance has been evaluated against eight of the twenty-three Compliance Metrics as established by the FHWA.

Your agency has also been assigned to a Class based on the number of structures your agency is responsible to inspect. Your agency performance will be compared to other agencies in your Class and a rank has been established for both individual metric performance and overall rank in Class.

Below is a summary report of your agency's performance based on data from February 2017.

Metric	Compliance Percent	Rank In Class	Status
#2: PA Qualifications	100.0%	N/A	Compliant
#3: TL Qualifications	100.0%	N/A	Compliant
#6: Lower Risk Frequency	100.0%	1 of 36	Compliant
#7: Higher Risk Frequency	100.0%	1 of 36	Compliant
#12: Quality of Inspections	100.0%	1 of 36	Compliant
#13: Load Ratings	100.0%	1 of 36	Compliant
#14: Post or Restrict	100.0%	1 of 36	Compliant
#23: Update Data	100.0%	1 of 36	Compliant
Overall*	100.0%	1 of 36	Compliant

*\* = Metrics 2 & 3 are not used in ranking agencies and therefore does not factor into overall compliance*

The intention of this report is to allow bridge inspection Program Administrators to view performance data for their agency, and make corrections as needed. This report will be the basis for additional reviews in the future along with additional metrics that cannot be evaluated by a database query. If you feel if any of the data presented in this report is incorrect please contact me.

Thank you,

David Hedeon, P.E.  
MnDOT Bridge Office  
[David.Hedeon@state.mn.us](mailto:David.Hedeon@state.mn.us)  
Phone: 651-366-4528

An Equal Opportunity Employer



**Tiegs, David**

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**From:** Evens, Eric (DOT) <eric.evens@state.mn.us>  
**Sent:** Monday, November 27, 2017 6:49 AM  
**To:** Tiegs, David  
**Cc:** Schindler, Tom  
**Subject:** 2017 Compliance Review  
**Attachments:** 2017 NBIS Compliance Report for LeSueur County.pdf

David,

Thank you for taking the time for the compliance review we completed on Wednesday November 22 for LeSueur County. It is cooperation that you and Tom showed me that makes my job easier and enjoyable. As you are well aware, Tom's performance as a Team Leader is exceptional, congratulations on your 100% compliance score. Few Agencies with as many bridges as LeSueur County achieve that rating. Job well done.

Attached is the preliminary NBIS compliance report for the County. It can be considered final unless you disagree with any of the findings or statements.

Again, thank you for your time and cooperation. If you have any questions or concerns please do not hesitate to give me a call.

Eric Evens  
Bridge Office  
Bridge Inventory Management Unit  
651-366-4570 (Office)  
651-285-8260 (Cell)

Did I satisfy your expectation? YES or NO





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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 12**

**10:50 a.m. Human Resources (10 min)**

**Staff Contact:**



## Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

### **HUMAN RESOURCES**

#### **AGENDA ITEMS**

**December 12, 2017**

Recommendation to promote Jose Aguillon as a full time Help Desk Supervisor in the Information Technology Department, Grade 9, Step 3 at \$22.95 per hour, effective December 11, 2017.

Recommendation to post and advertise for a full time IT Help Desk Technician, in the Information Technology Department, Grade 6, Step 1 at \$17.94 per hour.

Recommendation to reappoint Shayne Bender as the County Assessor. This appointment is a four-year term beginning January 1, 2018.

Recommendation to promote Joshua Mankowski as a full time Environmental, Planning and Zoning Administrator in the Environmental, Planning and Zoning Department, Grade 14, Step 7 at \$35.35 per hour, effective December 11, 2017.

Recommendation to post and advertise for a full time Environmental Resources Specialist in the Environmental, Planning and Zoning Department, Grade 10, Step 1 at \$22.64 per hour.

Recommendation to grant regular status to Caitlin Meyer, full time Case Aide in Human Services, effective December 12, 2017. Caitlin Meyer has completed the six-month probationary period.

*Equal Opportunity Employer*



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 13**

**11:00 a.m. Reconvene Public Hearing for County Ditches 19, 28, 42, 52 and 69 (20 min)**

**Staff Contact:**

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 19

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The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 19

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**Findings and Order Adopting  
Redetermined Benefits**

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At a public hearing conducted by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 19 (CD 19), on December 12, 2017, continued from November 30, 2017, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Order:

**Findings:**

1. CD 19 was established in 1903 and subsequently improved in 1949. Benefits for CD 19 were determined concurrent with establishment in 1903 and improvement benefits were determined in 1949, prior to the initiation of modern, intensive farming and drainage practices within the County.
2. CD 19 consists of an open ditch drainage system.
3. The system provides an outlet for lands in Sections 1 and 2 in Lexington Township, Sections 29, 30 and 31 in Lanesburgh Township, Section 6 in Montgomery Township and Sections 25, 35 and 36 in Derrynane Township, all in Le Sueur County.
4. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed for CD 19, the Drainage Authority ordered a redetermination of benefits and appointed Ron Ringquist, Bill Anderson and Allan Kerber as viewers for the redetermination of benefits.
5. Upon taking their oath, the viewers initiated a redetermination of benefits according statutes chapter 103E.
6. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321. Under section 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.

[15741-0029/2447550/1]

1

7. The viewers completed their report which included a benefits and damages statement in October 18, 2017, for all property affected by the drainage project and filed their report with the Drainage Authority.
8. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
9. Property Owners' Reports were mailed on November 13, 2017.
10. Notice of the hearing was posted not later than November 13, 2017, at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
11. Notice of the hearing was published November 9, 16, and 23, 2017 in the New Prague Times and Montgomery Messenger, legal newspapers in general circulation in the area of CD 19.
12. Notice of the hearing was mailed within one week after the first publication, but not later than November 13, 2017, to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the Minnesota Department of Natural Resources.
13. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
14. The final hearing on the viewers' redetermination of benefits was held on November 30, 2017, and continued to December 12, 2017.
15. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 19.
16. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 19.
17. Members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.
18. Written comments were received and read into the record along with responses.

[15741-0029/2447550/1]

19. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment; direct staff to prepare findings and an order consistent with the proceedings, that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and continue the hearing to the Board's regular meeting on Tuesday, December 12, 2017, at 11:00 a.m. in the Commissioners' Room of the Le Sueur County Courthouse, or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board will consider findings and an order as discussed.
20. The Viewers' Report is attached as Exhibit A.
21. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
22. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.
23. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
24. The viewers used maps, LIDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.
25. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
26. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
27. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.



28. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.
29. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
30. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
31. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
32. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
33. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
34. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
35. Owners of property affected by the redetermination offered comments regarding the nature and amount of benefit determined by the viewers.
36. The viewers addressed the concerns of each property owner as they related to the value of benefit or damage and the methods used by the viewers.
37. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
38. The viewers' account of work has been filed with the drainage authority.

39. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
40. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

**Order:**

- A. The redetermined benefits on CD 19, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were \_\_ yes and \_\_ no (Commissioner Connolly absent).

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Dated this 12<sup>th</sup> day of December 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 19

By \_\_\_\_\_  
Chairperson

[15741-0029/2447550/1]

Attest:

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County Administrator

[15741-0029/2447550/1]

6

RECEIVED  
OCT 18 2017  
BY: Pam Simonette

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D"	BY: Pam Simon		

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

										Maintenance cost		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										100000.00		\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00				
												55%	15%	90%		95%		95.00%				
												\$2,289.00	\$627.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00			
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	TRACT	GROSS	PROXIMITY	NET	MAINT		BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	NONBENEFITED
NUMBER							BENEFIT	RATE	BENEFIT	COST		ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	OR RESTRICTED
																						WETLAND ACRES
03.035.5200	THOMAS J & DIANNE C BINCZIK	SESE	35	112	24	40.00	17176.00	75	12882.00	812.56						5	9595.00	14	7581.00			
	22516 310TH ST	" "					600.00	100	600.00	37.85						-6	210.00	-13	390.00			
	LE CENTER MN 56057																					
03.035.7800	THOMAS J & DIANNE C BINCZIK	W2SW	35	112	24	33.34	195.00	100	195.00	12.30						-3	105.00	-3	90.00			
	22516 310TH ST																					
	LE CENTER MN 56057																					
03.035.7900	RUTH HOEFS	SESW	35	112	24	40.00	995.00	100	995.00	62.76						-19	665.00	-11	330.00			1.00
	20676 340TH ST																					
	LE CENTER MN 56057																					
03.035.8000	JOHN P GLISCZINSKI	NESW	35	112	24	40.00	720.00	100	720.00	45.42						-12	420.00	-10	300.00			3.00
	33669 211TH AVE																					
	LE CENTER MN 56057																					
03.036.0100	ORDEAN & SHARON ANDERSON	REPARIAN LAND	36	112	24	18.00	4750.00	100	4750.00	299.62				-19	4750.00							
	Lot 1		36	112	24	18.00	530.00	100	530.00	33.43				-2	500.00			-1	30.00			14.00
	20033 330TH ST																					
	NEW PRAGUE MN 56071																					
03.036.0200	FLORIAN A HINDERSCHIED	Lot 2	36	112	24	11.30	1530.00	100	1530.00	96.51				-6	1500.00			-1	30.00			3.30
	19617 330TH ST																					
	NEW PRAGUE MN 56071																					
03.036.0300	FLORIAN A HINDERSCHIED	REPARIAN LAND	36	112	24		2875.00	100	2875.00	181.35				-11.5	2875.00							
	Lot 2		36	112	24	11.70	6250.00	100	6250.00	394.23				-25	6250.00							0.20
	19617 330TH ST	Lot 3	36	112	24	20.00	2578.00	100	2578.00	162.61	-4	2508.00				-2	70.00					
	NEW PRAGUE MN 56071																					
03.036.2500	RICHARD J DIWOK & CHRISTINA JOHNSON	SENE	36	112	24	20.08	8711.50	95	8275.93	522.02						2	3838.00	9	4873.50			8.50
	33372 191ST AVE																					
	MONTGOMERY MN 56069																					

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00	"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00							
										55%	15%	90%		95%		95.00%							
										\$2,299.00	\$627.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00						
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN	GROSS	PROXCIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	NONBENEFITED		
NUMBER						TRACT	BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	OR RESTRICTED		
																					WETLAND ACRES		
03.036.2600	WILLIAM J RYNDA	SENE	36	112	24	20.04	20890.50	85	17756.93	1120.05					7.5	14392.50	12	6498.00					
	17796 346TH ST																						
	MONTGOMERY																						
	MN																						
	56069																						
03.036.2700	FLORIAN A HINDERSCHIED	REPARIAN LAND	36	112	24		4000.00	100	4000.00	252.31			-16	4000.00									
	Lot 3		36	112	24	19.00	23496.00	100	23496.00	1482.06	-9	5643.00	2	5256.00	6	11514.00	2	1083.00	0.04	140.00			
	19617 330TH ST	Lot 4	36	112	24	18.00	27035.00	100	27035.00	1705.29	-4	2508.00	6	15768.00	4	7676.00	2	1083.00	0.95	2517.50	2.00		
	NEW PRAGUE																						
	MN																						
	56071																						
03.036.2800	MARK & CAROL CEMENSKY	NENE	36	112	24	20.00	28284.00	100	28284.00	1784.07			2	5256.00	12	23028.00			0.51	2040.00	2.00		
	2343 SWAN DR																						
	MENDOTA HEIGHTS																						
	MN																						
	55120																						
03.036.2900	FLORIAN A HINDERSCHIED	NENE	36	112	24	20.00	14683.50	100	14683.50	926.19			1	2628.00	6	11514.00	1	541.50	0.55	2200.00	1.00		
	19617 330TH ST																						
	NEW PRAGUE																						
	MN																						
	56071																						
03.036.5000	JOSEPH J & JULIE PRCHAL TRUST	SWSE	36	112	24	40.00	45550.50	100	45550.50	2873.19	-11	6897.00	6	15768.00	6	11514.00	21	11371.50	0.36	986.40	2.00		
	SESE		36	112	24	39.00	34646.50	90	31181.85	1966.86					11	21109.00	25	13537.50			3.00		
	33938 191ST AVE																						
	MONTGOMERY																						
	MN																						
	56069																						
03.036.5100	WILLIAM J RYNDA	REPARIAN LAND	36	112	24		3250.00	100	3250.00	205.00			-13	3250.00									
	Lot 4		36	112	24	17.50	15817.50	100	15817.50	997.72	-8	5016.00			4.5	8635.50	4	2166.00	0.52	52.00	1.00		
	17796 346TH ST	NESE	36	112	24	40.00	47331.50	85	40231.78	2537.70			2	5256.00	16	30704.00	21	11371.50					
	MONTGOMERY	Lot 5	36	112	24	20.00	38521.00	100	38521.00	2429.79	9	20691.00	4.5	11826.00	2	3838.00	4	2166.00	0.11	440.00			
03.036.7500	CAROL J SVOBODA	SESW	36	112	24	10.50	1083.00	100	1083.00	68.31							2	1083.00	0.55	55.00	8.00		
	19672 340TH ST																						
	MONTGOMERY																						
	MN																						
	56069																						
03.036.7600	SHARON K RONNING	Lot 6	36	112	24	6.00	2707.50	85	2301.38	145.16							5	2707.50			0.50		
	20094 340TH ST																						
	MONTGOMERY																						
	MN																						
	56069																						

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00								
										55%	15%	90%		95%		95.00%								
										\$2,299.00	\$627.00	\$2,628.00	\$260.00	\$1,919.00	\$35.00	\$541.50	\$30.00							
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXGIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
03.036.7700	THOMAS J & DIANNE C BINCZIK	REPARIAN LAND	36	112	24		6500.00	100	6500.00	410.00			-26	6500.00										
		Lot 6	36	112	24	27.20	1405.00	100	1405.00	88.62			-3	750.00	-5	175.00	-16	480.00			0.20			
	22516 310TH ST LE CENTER MN 56057	" "					1624.50	90	1462.05	92.22							3	1624.50						
03.036.7800	WILLIAM J RYNDA	REPARIAN LAND	36	112	24		10750.00	100	10750.00	678.08			-43	10750.00										
		Lot 6	36	112	24	13.00	3249.00	95	3086.55	194.69							6	3249.00	0.55	2750.00				
	17796 346TH ST	" "					430.00	100	430.00	27.12			-1	250.00			-6	180.00						
	MONTGOMERY MN 56069	SESW	36	112	24	29.50	16929.00	100	16929.00	1067.83					6	11514.00	10	5415.00			2.00			
		" "					350.00	100	350.00	22.08					-4	140.00	-7	210.00						
		Lot 5	36	112	24	36.85	38981.00	100	38981.00	2458.80	6	13794.00	2	5256.00	7	13433.00	12	6498.00	1.30	5226.00	2.85			
		" "					1310.00	100	1310.00	82.63			-5	1250.00			-2	60.00						
07.029.0100	RICHARD L & MARY J HRUBY	SENW	29	112	23	40.00	1083.00	60	649.80	40.99							2	1083.00						
	31695 171ST AVE NEW PRAGUE MN 56071																							
07.029.0200	JUDITH H HAUER TRUST & ROBERT HAUER TRUST	NWNW	29	112	23	19.17	4332.00	60	2599.20	163.95							8	4332.00						
		SWNW	29	112	23	13.33	12717.00	65	8266.05	521.40			1	2628.00	3	5757.00	8	4332.00						
	215 7TH AVE SE NEW PRAGUE MN 56071																							
07.029.0210	JUDITH H HAUER TRUST & ROBERT HAUER TRUST	SWNW	29	112	23	6.67	2166.00	60	1299.60	81.97							4	2166.00						
	215 7TH AVE SE NEW PRAGUE MN 56071																							
07.029.0300	GORDON F STAUFF	SWNW	29	112	23	20.00	4170.50	70	2919.35	184.14	-1	627.00			1	1919.00	3	1624.50			10.00			
	577 WELCO DR E MONTGOMERY MN 56069																							
07.029.7700	JAMES A HOEFS TRUST & DONNA M HOEFS TRUST	NWSW	29	112	23	37.50	2166.00	70	1516.20	95.64							4	2166.00						
	17738 320TH ST NEW PRAGUE MN 56071																							
07.030.0100	PAULETTE M BIEBER	E2NW	30	112	23	8.08	3249.00	95	3086.55	194.69							6	3249.00			1.00			
	18735 320TH ST NEW PRAGUE MN 56071																							

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00								
										55%	15%	90%		95%		95.00%								
										\$2,299.00	\$627.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00							
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
07.030.0200	JOHN J HOEFS	NENW	30	112	23	35.00	21014.00	85	17861.90						7	13433.00	14	7581.00						
		SENW	30	112	23	37.70	24310.50	100	24310.50	1533.43					9	17271.00	13	7039.50						
	29354 195TH AVE NEW PRAGUE																							
	MN 56071																							
07.030.2500	SUSAN M MEYER	NENE	30	112	23	26.00	43357.00	85	36853.45	2324.60	4	9196.00	3	7884.00	12	23028.00	6	3249.00						
		NWNE	30	112	23	29.13	14968.50	85	12723.23	802.54	1	2299.00	1	2628.00	1	1919.00	15	8122.50						
	4333 280TH ST W NEW PRAGUE																							
	MN 56071																							
07.030.2600	GILBERT J & DEBORAH BISEK	NENE	30	112	23	4.00		80													0.50			
	32082 181ST AVE NEW PRAGUE																							
	MN 56071																							
07.030.2700	ROGER ODENTHAL	NWNE	30	112	23	10.19		85													5.00			
	18611 320TH ST NEW PRAGUE																							
	MN 56071																							
07.030.2800	JAMES R & LISA M HOEFS	SENE	30	112	23	1.61	541.50	90	487.35	30.74							1	541.50			0.50			
	32360 181ST AVE NEW PRAGUE																							
	MN 56071																							
07.030.2810	JAMES A HOEFS TRUST	SWNE	30	112	23	40.00	55542.00	100	55542.00	3503.42	7	16093.00	4	10512.00	10	19190.00	18	9747.00	0.50	1750.00				
		SENE	30	112	23	39.26	53136.00	100	53136.00	3351.66			2	5256.00	21	40299.00	14	7581.00			0.26			
	DONNA M HOEFS TRUST																							
	17738 320TH ST NEW PRAGUE																							
	MN 56071																							
07.030.5000	JAMES A HOEFS TRUST	SWSE	30	112	23	25.00	31428.00	75	23571.00	1486.79	1	2299.00	3.5	9198.00	7	13433.00	12	6498.00			0.50			
		SESE	30	112	23	25.00	3790.50	65	2463.83	155.41							7	3790.50						
	DONNA M HOEFS TRUST																							
	17738 320TH ST NEW PRAGUE																							
	MN 56071																							
07.030.5100	JASON & EMILY HOEFS	NESE	30	112	23	1.64	541.50	100	541.50	34.16							1	541.50			0.50			
	32606 181ST AVE NEW PRAGUE																							
	MN 56071																							



LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00								
										55%	15%	90%		95%		95.00%								
										\$2,299.00	\$627.00	\$2,528.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00							
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXCIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
07.030.5110	JAMES A HOEFS TRUST	NESE	30	112	23	38.36	21802.50	100	21802.50	1375.23					6	11514.00	19	10288.50			2.00			
	DONNA M HOEFS TRUST	" "					240.00	100	240.00	15.14							-8	240.00						
	17738 320TH ST	NWSE	30	112	23	40.00	77096.50	100	77096.50	4863.01	11	25289.00	7	18396.00	16	30704.00	5	2707.50	0.50	1750.00	1.00			
	NEW PRAGUE MN 56071	SWSE	30	112	23	15.00	12255.00	75	9191.25	579.76					3	5757.00	12	6498.00						
		SESE	30	112	23	15.00	5168.00	65	3359.20	211.89					1	1919.00	6	3249.00						
07.030.7500	JOHN J HOEFS	NESW	30	112	23	13.00	14474.50	100	14474.50	913.01	1	2299.00	1	2628.00	3	5757.00	7	3790.50	0.64	2560.00	1.00			
	29354 195TH AVE	NWSW	30	112	23	27.25	33353.50	100	33353.50	2103.84	5	11495.00	3	7884.00	7	13433.00	1	541.50	0.15	525.00	0.25			
	NEW PRAGUE MN 56071																							
07.030.7600	MICHAEL A & SHEILA F CEMENSKY	NWSW	30	112	23	10.00	8030.50	90	7227.45	455.89			0.5	1314.00	3.5	6716.50								
	32899 211TH AVE																							
	NEW PRAGUE MN 56071																							
07.030.7700	PATRICK H GOGGINS ETAL	SWSW	30	112	23	20.20	44997.00	100	44997.00	2838.27	15	34485.00	4	10512.00					0.56	56.00	1.00			
	1104 9TH ST SE																							
	NEW PRAGUE MN 56071																							
07.030.7800	JASON & EMILY HOEFS	SWSW	30	112	23	13.00	21305.00	100	21305.00	1343.85	7	16093.00	1	2628.00	0.5	959.50	3	1624.50	0.38	1330.00	1.00			
		SESW	30	112	23	26.09	31137.50	95	29580.63	1865.86	6	13794.00	1	2628.00	4	7676.00	13	7039.50			1.00			
	32606 181ST AVE																							
	NEW PRAGUE MN 56071																							
07.030.7900	BMD INVESTMENTS LLC	NESW	30	112	23	27.90	47454.00	100	47454.00	2993.25	6	13794.00	5	13140.00	9	17271.00	6	3249.00	0.80	3200.00	1.50			
	C/O BRIAN DAVIS																							
	14270 AUTUMN TRAIL																							
	SHAKOPEE MN 55379																							
07.030.8000	PATRICK H GOGGINS	S2SW	30	112	23	16.88	28078.50	100	28078.50	1771.11	10	22990.00	1	2628.00	1	1919.00	1	541.50	0.18	18.00	3.38			
	1104 9TH ST SE																							
	NEW PRAGUE MN 56071																							
07.031.0100	RUTH HOEFS	NENW	31	112	23	40.00	47803.00	90	43022.70	2713.74	3	6897.00	3	7884.00	11	21109.00	22	11913.00						
		SENW	31	112	23	29.97	40843.00	75	30632.25	1932.19	3	6897.00	2	5256.00	11	21109.00	14	7581.00						
	20676 340TH ST																							
	LE CENTER MN 56057																							

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

							Maintenance cost	100000.00		\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00					
										55%	15%	90%		95%		95.00%					
										\$2,299.00	\$627.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00				
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXCIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES
07.031.0200	JOHN L & COLLEEN M GOETTL	SENW	31	112	23	10.03	7087.00	75	5315.25	335.27					2	3838.00	6	3249.00			2.03
	18412 336TH ST																				
	MONTGOMERY MN 56069																				
07.031.0300	MARK & CAROL CEMENSKY	NWNW	31	112	23	36.00	43581.50	100	43581.50	2748.99			4	10512.00	13	24947.00	15	8122.50			2.00
	2343 SWAN DR	SWNW	31	112	23	31.03	28148.50	90	25333.65	1597.97					11	21109.00	13	7039.50			6.03
	MENDOTA HEIGHTS MN 55120																				
07.031.0400	MEAGAN C WIDMER	SWNW	31	112	23	5.97	541.50	80	433.20	27.32							1	541.50			4.97
	33449 191ST AVE																				
	MONTGOMERY MN 56069																				
07.031.2600	FRANCIS L & THERESA A RYNDA	NWNE	31	112	23	40.00	43119.50	65	28027.68	1767.90			3	7884.00	13	24947.00	19	10288.50			2.00
	18200 336TH ST	SWNE	31	112	23	40.00	21802.50	60	13081.50	825.14					6	11514.00	19	10288.50			1.00
	MONTGOMERY MN 56069																				
07.031.5300	RALPH SULLIVAN & DANIEL SULLIVAN	NWSE	31	112	23	40.00	14930.50	60	8958.30	565.06			1	2628.00	5	9595.00	5	2707.50			3.00
	30095 151ST AVE																				
	NEW PRAGUE MN 56071																				
07.031.7500	JON E & MARI ESTABROOKS	W2SW	31	112	23	5.50	3002.00	70	2101.40	132.55					1	1919.00	2	1083.00			2.50
	18706 336TH ST																				
	MONTGOMERY MN 56069																				
07.031.7600	RUTH HOEFS	NESW	31	112	23	26.20	15551.50	65	10108.48	637.61					5	9595.00	11	5956.50			
	20676 340TH ST																				
	LE CENTER MN 56057																				
07.031.7900	SIDNEY S & BETTY ANN VIKLA	NWSW	31	112	23	35.00	21394.00	75	16045.50	1012.10	-5	3135.00		5	9595.00	16	8664.00			5.50	
	9766 GONVICK AVE	SWSW	31	112	23	32.50	22382.00	75	16786.50	1058.84	-1	627.00		4	7676.00	26	14079.00			1.00	
	LONSDALE MN 55046																				

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
														\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00				
														55%	15%	90%		95%		95.00%				
														\$2,299.00	\$827.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00			
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
08.001.0100	LARRY J & SUSAN RYNDA	NENW	1	111	24	40.00	43914.00	85	37326.90	2354.47	1	2299.00	4	10512.00	10	19190.00	22	11913.00	0.68	2380.00	2.00			
		SENW	1	111	24	40.00	37233.00	35	13031.55	821.99	1	2299.00	2	5256.00	7	13433.00	30	16245.00						
	19411 LEXINGTON RD MONTGOMERY MN 56069																							
08.001.0200	MILO J & ADELINE M POMIJE	SWNW	1	111	24	40.00	25004.00	60	15002.40	946.31				4	7676.00	32	17328.00	0.60	2700.00	3.00				
		Lot 2	1	111	24	28.79	11634.00	20	2326.80	146.77			1	2628.00	3	5757.00	6				3249.00			
	524 DUNKIRK PL OWATONNA MN 55060																							
08.001.0300	JEFFREY J & VIRGINIA POMIJE	NWNW	1	111	24	40.21	10573.50	100	10573.50	666.94	-16	10032.00					1	541.50	0.92	92.00	21.21			
	34223 201ST AVENUE MONTGOMERY MN 56069																							
08.001.2600	HAUER GRANDCHILDREN LLP	NENE	1	111	24	40.60	37696.00	75	28272.00	1783.31				14	26866.00	20	10830.00			1.00				
		NWNE	1	111	24	33.05	30121.00	85	25602.85	1614.95	-9	5643.00	1	2628.00	8	15352.00	12	6498.00						
		SWNE	1	111	24	35.00	23186.00	35	8115.10	511.88	1	2299.00	1	2628.00	5	9595.00	16	8664.00						
		SENE	1	111	24	38.19	7254.50	60	4352.70	274.55			1	2628.00	1	1919.00	5	2707.50						
	523 TIMBER CT SHAKOPEE MN 55379																							
08.001.2800	ROBERT & AMY LOCKHART	NWNE	1	111	24	7.56	541.50	80	433.20	27.32							1	541.50			6.00			
	19545 340TH ST MONTGOMERY MN 56069																							
08.001.7600	LARRY J & SUSAN RYNDA	Lot 3	1	111	24	60.35	6466.00	15	969.90	61.18			1	2628.00	2	3838.00								
	19411 LEXINGTON RD MONTGOMERY MN 56069																							
08.002.2600	RUTH HOEFS	NWNE	2	111	24	40.00	9842.00	70	6889.40	434.56				4	7676.00	4	2166.00							
	20676 340TH ST LE CENTER MN 56057																							

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

Maintenance cost 100000.00

COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
										\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00								
										55%	15%	90%		95%		95.00%								
										\$2,299.00	\$627.00	\$2,628.00	\$260.00	\$1,919.00	\$35.00	\$541.50	\$30.00							
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
08.002.5100	RUTH HOEFS	NENE	2	111	24	40.00	40865.50	85	34735.68	2191.02			1	2628.00	14	26866.00	21	11371.50			1.00			
		SENE	2	111	24	40.00	22344.00	25	5586.00	352.35					6	11514.00	20	10830.00	0.32	1440.00	1.00			
	20676 340TH ST LE CENTER MN 56057	Lot 4	2	111	24	8.03													0.36	1620.00	1.00			
09.006.0100	DALE F & JANICE L MUMFORD	NENW	6	111	23	3.87	541.50	55	297.83	18.79							1	541.50			0.50			
	120 ASTER RD SAN CARLOS CA 94070																							
09.006.0200	KENNETH E & LUELLA M SCHLEIS	SWNW	6	111	23	36.83	1624.50	55	893.48	56.36							3	1624.50			11.00			
	34361 191ST AVE MONTGOMERY MN 56069																							
09.006.0300	HARLEN C JINDRA	NWNW	6	111	23	36.66	54139.50	65	35190.68	2219.72			3	7884.00	21	40299.00	11	5956.50						
	19686 360TH ST MONTGOMERY MN 56069																							
09.006.0500	JOHN A & MARY JO SCHLEIS	NENW	6	111	23	36.51	1083.00	55	595.65	37.57							2	1083.00						
	307 ELM AVE SW MONTGOMERY MN 56069																							
17.030.2600	RANDALL & LAURA ODENTHAL	NENE	30	112	23	5.00	1083.00	80	866.40	54.65							2	1083.00			3.00			
	18191 320TH ST NEW PRAGUE MN 56071																							
17.030.2700	RANDALL & LAURA ODENTHAL	NENE	30	112	23	2.50	541.50	80	433.20	27.32							1	541.50			0.50			
	18191 320TH ST NEW PRAGUE MN 56071																							

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

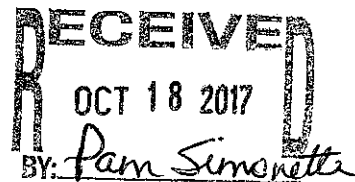
COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
														\$4,180.00	\$4,180.00	\$2,920.00		\$2,020.00		\$570.00				
														58%	15%	90%		95%		95.00%				
														\$2,299.00	\$627.00	\$2,628.00	\$250.00	\$1,919.00	\$35.00	\$541.50	\$30.00			
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
LE SUEUR COUNTY, MINNESOTA COUNTY DITCH NO. 19 2017 REDETERMINATION OF BENEFITS																								
ROAD AUTHORITY						LOCATION	LENGTH (FEET)	GROSS BENEFITS	PROXIMITY RATE	NET BENEFITS	MAINT COST	"A" BENEFIT %	SOILS BENEFIT VALUE	"B" BENEFIT %	SOILS BENEFIT VALUE	"C" BENEFIT %	SOILS BENEFIT VALUE	"D" BENEFIT %	SOILS BENEFIT VALUE	BENEFIT VALUE				
LE SUEUR COUNTY HIGHWAY DEPARTMENT						CSAH No 28 North of	30 112 23 1000	1725.00		1725.00	108.81	per foot	28.40		11.40		2.85		0.60					
						CSAH No 30 East of	30 112 23 2960	4440.00		4440.00	280.06						50	1425.00	50	300.00				
						CSAH No 26 In Sect.	1 111 23 1520	1254.00		1254.00	79.10						40	3374.40	60	1065.60				
						CR # 123 East of	1 111 24 2370	8792.70	100	8792.70	554.62	per foot	22.70		6.80		10	433.20	90	820.80				
						North of	1 111 24 5280	8817.60	100	8817.60	556.19	10	5379.90	10	1611.60	20	1090.20	60	711.00					
						North of	2 111 24 1560	2464.80	100	2464.80	155.47				10	3590.40	30	3643.20	60	1584.00				
															10	1060.80	25	897.00	65	507.00				
DERRYANE TOWNSHIP						330th Street North of	35 112 24 710	1934.40	100	1354.08	85.41	per foot	14.20		5.70		1.40		0.30					
						North of	36 112 24 2740	1934.40	100	1354.08	85.41						30	1150.80	100	213.00				
																		70	575.40					
						191st Avenue East of	36 112 24 2640	1934.40	100	1354.08	85.41	10	3748.80	10	1504.80	50	1848.00	30	237.60					
LEXINGTON TOWNSHIP						201th Avenue East of	2 111 24 170	134.30	100	134.30	8.47				5	48.45	20	47.60	75	38.25				
LANESBURGH TOWNSHIP						336TH Street In Sect.	31 112 23 2640	1795.20	100	1795.20	113.24				5	752.40	10	369.60	85	673.20				
						340TH Street South of	31 112 23 660	1934.40	100	1354.08	85.41						20	184.80	80	158.40				
MONTGOMERY TOWNSHIP						340TH Street North of	6 111 23 660	1934.40	100	1354.08	85.41						20	184.80	80	158.40				
CD#42 OUTLET BENEFIT									25000.00	1576.92														
LAND BENEFITS							1784721.00		1524171.43	96140.07	-28.00	26334.00	19.00	49932.00	138.00	264822.00	309.00	167323.50						
ROAD BENEFITS							27807.80		36194.00	2283.01														
TOTAL BENEFITS							1812528.80		1585365.43	100000.00														

SEEDING AREA  
SEEDING DAMAGES

12.03  
35827.90

Le

Le Sueur County Drainage Authority:



RE: Le Sueur County  
County Ditch No. 19  
2017 Redetermination of Benefits

September 13, 2017

In accordance with the Minnesota Statute 103E.315 law, we herewith submit the following Viewers' Report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is, therefore, based upon a comparison of the conditions that would have existed prior to the ditch system's construction with those that do exist with the drainage system in a reasonable state of repair.

Le Sueur County Ditch No. 19 was originally established and constructed in 1906. Improvements to the ditch system were completed in 1916 and 1949. The ditch system consists of an open ditch drainage system. The outlet of the system is Le Sueur County Ditch No. 45. The system provides an outlet for lands in Sections 1 and 2 in Lexington Township, Sections 29, 30, and 31 in Lanesburgh Township, section 6 in Montgomery Township and sections 25, 35 and 36 in Derrynane Township, all in Le Sueur County.

Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that we were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil Survey Manuals and Maps of Le Sueur County
2. GIS photos and data
3. Minnesota LiDAR
4. Yield averages and production costs taken from Minnesota State College and University Farm Management Records
5. Sales data from the Le Sueur County Assessor's office
6. Visual inspection of each 40-acre tract

Land classification benefit values are based upon an increase in the potential for agricultural production as a result of constructing the drainage project and reconciled with sales value increases. Existing individual land management practices were not considered. All present land use was evaluated under estimated best land management practice. Special consideration was given to areas, which were considered to be in a native/non-converted condition or identified as wetlands under wetlands inventory and restricted from drainage by state or federal regulations. State owned properties were considered for the purpose it is held.

No direct consideration was given to structure values within the watershed.

Potential benefit is the difference between the:

#### Valuation Prior To Drainage

Beginning land use, property value, and economic productivity have been determined with the consideration that the benefited properties within the watershed currently do not have an adequate outlet for artificial drainage.

"A" Standing water or cattails, wetland classification with a market value for agricultural purposes of \$0.00 per acre, economic productivity of \$0.00.

"B" Seasonally flooded/pasture ground. Pasture classification with a market value of \$1000.00 to \$1500.00 per acre, economic productivity of \$75.00 based on grazing days and/or hay values.

"C" Wet subsoil -- marginal crop land, low to medium crop land classification with a market value of \$4000.00 to \$5000.00 per acre, annual economic productivity of \$488.00 based upon average annual yield of 80 % of optimum with \$347.11 production costs.

"D" Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. Medium to high cropland classification with a market value of \$4500.00 to \$6000.00 per acre, annual economic productivity of \$579.50 based upon average annual yield of 95 % of optimum with \$347.11 production costs.

#### Valuation with NRCS Guideline Drainage

Potential land use, property value, and an economic productivity, after public and private drainage have been installed as per NRCS design standard as recommended in the Minnesota Drainage Guide, using current crop rotation, income, and expense.

"A" Drained slough area, medium classification land with a market value of \$4500.00 to \$5500.00 per acre, economic productivity of \$561.20 based upon average production of 92% of optimum \$347.11 production costs.

"A-" Partially drained slough area with a highest and best use as hay or pasture and restricted from additional drainage by governmental regulation.

"B" Well drained ground, high land classification with a market value of \$5500.00 to \$6500.00 per acre, economic productivity of \$585.60 based upon average annual production of 96 % of optimum with \$347.11 production costs.

"B-" Marginally drained lakebed that acquired riparian rights.

"C" Well drained ground, best land classification with an estimated market value of \$6500.00 to \$7500.00 per acre, economic productivity of \$610.00 based upon average annual production of 100 % of optimum with \$347.11 production costs.

"C-" Upland hydric soils contributing to the needed drainage system capacity and maintenance.

"D" Well drained ground, high land classification with improved farmability and market value of \$5500.00 to \$7500.00 per acre. Economic productivity of \$603.90 based upon average production of 99% of optimum with \$347.11 production costs.

"D-" Upland non-hydric soils contributing to the needed drainage system capacity and maintenance.

Road benefits were determined with consideration of the reduced construction and maintenance costs that were realized after construction of the drainage system. No tile benefits were given as the footage was minimal.

Utilizing these productive values, potential benefit values were determined for the system based upon a 25-year effective life, with proper maintenance, private improvement cost depreciated over the same 25-year period, and a market derived capitalization rate of 0.5%. Adjustment was made to each land class based upon consideration of the change in hydraulic capacity and the subsequent increased productivity that the construction of the drainage system provided. Benefit values were rounded off for ease of computation.

Example: "B" Benefits per Acre

Potential productivity Value	\$585.60
Production Cost	-347.11
Beginning Productivity Value	<u>- 75.00</u>
Change in Productivity Value	163.49
Private Improvement (\$900/25) (Waterway or tile)	<u>-36.00</u>
Annual Benefit Value	\$127.49

\$127.49 x 25 years, discounted @ 0.5% = \$2989.08 (\$2990.00)

The ditch system does not have adequate size and capacity to meet NRCS recommended capacities for open ditch agricultural drainage. Adjustment to the potential benefit value is made by the application of an efficiency rate. This rate reflects the viewers' determination of that portion of the potential benefit currently being provided by the existing Ditch System, with consideration of the substandard size. It has been assumed that, although the drainage system capacity varies between the tile branches, the drainage system provides an outlet of equal capacity to all properties within the watershed. A proximity rate adjustment has been applied to reflect a parcels location in relationship to the constructed system.

This value was then applied to the number of acres determined to be in each class per tract. Adjustment to potential benefit was given for the proximity from the public drainage system. This was done to allow for construction of public or private laterals to provide an adequate outlet to each land tract.

Damages have been given for the easement acquisition for the area required to establish the one-rod seeding area adjacent to the channel required by Minnesota Statute No. 103E.021. The lands taken are considered as a permanent easement only and will be restricted from use for commodity crop production. The damage value is our opinion of the difference between the current land value and the value of the same lands with the easement in place. Additional damages have been given for the temporary easement necessary for the repair of the existing open ditch.

Respectfully submitted,

\_\_\_\_\_  
Ron Ringquist

\_\_\_\_\_  
Bill Anderson

\_\_\_\_\_  
Allen Kerber



LE SUEUR COUNTY  
COUNTY DITCH NO. 19  
2017 REDETERMINATION OF BENEFITS

INCOME APPRAOCH TO VALUE WORKSHEET

PRODUCTION INCOME

CROP PLANTED	AVERAGE YIELD	SALES VALUE	GROSS INCOME	ROTATION PERCENTAGE	ADJUSTED INCOME
CORN	180 BU	4.00	720.00	50	360.00
SOYBEANS	50 BU	10.00	500.00	50	250.00
					610.00

DIRECT PRODUCTION EXPENSE

CROP PLANTED	PRODUCTION COST	ROTATION PERCENTAGE	ADJUSTED EXPENSE
CORN	466.59	50	233.30
SOYBEANS	227.63	50	113.82
			347.11

BENEFIT VALUE CALCULATION

PRODUCTION CAPABILITY BASED UPON CONSTRUCTED DRAINAGE SYSTEM  
MEETING N.R.C.S. OPEN DITCH GUIDE LINE DESIGN

LAND CLASS	"A"	"B"	"C"	"D"
% PRODUCTION	92.0%	96.0%	100.0%	99.0%
GROSS INCOME	561.20	585.60	610.00	603.90
PRODUCTION COST	347.11	347.11	347.11	347.11
NET INCOME	214.09	238.49	262.89	256.79
PREVIOUS INCOME	0.00	75.00	156.89	188.39
INCREASED INCOME	214.09	163.49	122.00	24.40
PVT TILE COST	36.00	36.00	36.00	0.00
NET ANNUAL INCREASE	178.09	127.49	86.00	24.40
CAPITALIZED FOR 25 YEARS @ 0.5 %	4175.43	2989.08	2016.32	572.07
BENEFIT VALUE	\$4180.00	\$2990.00	\$2020.00	\$570.00

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 28

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The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 28

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**Findings and Order Adopting  
Redetermined Benefits**

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At a public hearing conducted by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 28 (CD 28), on December 12, 2017, continued from November 30, 2017, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Order:

**Findings:**

1. CD 28 was originally established and constructed in 1906.
2. The ditch system consists of an open ditch drainage system.
3. The benefits determined in the original establishment anticipated certain farming and drainage practices based on existing practices in 1906.
4. By order dated January 19, 2016, the Board initiated a redetermination of benefits on CD 28 based on a finding that since the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of CD 28.
5. Additionally, the Board found that since the original determination of benefits and damages, modification to the outlet of Renneberg Lake, in section 15 of Derrynane Township has changed the nature of benefits accruing from the original construction of CD 28 and that additional lands, not previously determined to be benefitted have improved drainage to take advantage of CD 28 as an outlet for drainage.

[15741-0025/2211654/1]

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6. The system provides an outlet for lands in Sections 9, 10, 14, 15, 16 and 23 in Derrynane Township, Le Sueur County.
7. By separate order the Board appointed Ron Ringquist, Bill Anderson and Allan Kerber as viewers for the redetermination of benefits.
8. Upon taking their oaths, the viewers initiated a redetermination of benefits according statutes chapter 103E.
9. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321. Under § 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.
10. The viewers completed their report which included a benefits and damages statement on October 2, 2017, for all property affected by the drainage project and filed their report with the Drainage Authority.
11. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
12. Property Owners' Reports were mailed on November 13, 2017.
13. Notice of the hearing was posted not later than November 13, 2017, at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
14. Notice of the hearing was published on November 6, 16 and 23, 2017, in the Montgomery Messenger, November 8, 15 and 22, 2017, in the Le Center Leader and Le Sueur News-Herald, legal newspapers in general circulation in the area of CD 28.
15. Notice of the hearing was mailed within one week after the first publication, but not later than November 13, 2017, to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the Minnesota Department of Natural Resources.
16. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
17. The final hearing on the viewers' redetermination of benefits was held on November 30, 2017, and continued to December 12, 2017.

18. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 28.
19. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 28.
20. Members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.
21. Written comments were received and read into the record along with responses.
22. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment; direct staff to prepare findings and an order consistent with the proceedings, that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and continue the hearing to the Board's regular meeting on Tuesday, December 12, 2017, at 11:00 a.m. in the Commissioners' Room of the Le Sueur County Courthouse, or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board will consider findings and an order as discussed.
23. The Viewers' Report is attached as Exhibit A.
24. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
25. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.
26. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
27. The viewers used maps, LiDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.

28. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
29. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
30. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.
31. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.
32. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
33. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
34. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
35. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
36. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
37. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.

[15741-0025/2211654/1]

38. Owners of property affected by the redetermination offered comments regarding the nature and amount of benefit determined by the viewers.
39. The viewers addressed the concerns of each property owner as they related to the value of benefit or damage and the methods used by the viewers.
40. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
41. The viewers' account of work has been filed with the drainage authority.
42. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
43. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

**Order:**

- A. The redetermined benefits on CD 28, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were \_\_\_ yes and \_\_\_ no (Commissioner Connelly absent).

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Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Dated this 12<sup>th</sup> day of December, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 28

By \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
County Administrator

September 13, 2017

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 28  
2017 REDETERMINATION OF BENEFITS

RECEIVED  
OCT - 2 2017  
BY: Pam Simonette

											Maintenance cost		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"			
											25000.00		\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00		\$670.00				
													60%	15%	75%	10%	90.00%		90.00%				
													\$2,608.00	\$827.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$513.00	\$50.00			
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN	GROSS	PROXIMITY	NET	MAINT			BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	5000.00	NONBENEFITED
NUMBER						TRACT	BENEFIT	RATE	BENEFIT	COST			ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	DAMAGE	OR RESTRICTED
																						VALUE	WETLAND ACRES
03.009.5000	FRANK J ANDERSON FAMILY TRUST C/O JEFFREY & MARCIA ANDERSON 14899 64TH PLACE NORTH MAPLE GROVE MN 55311	NESE SESE	9 9	112 112	24 24	40.00 40.00	4104.00	100 100	4104.00	148.22									8	4104.00			39.00 26.00
03.009.5200	MICHAEL A & PAULA M O'CONNELL REVOCABLE TRUST AGREEMENT 24531 ST THOMAS RD LE SUEUR MN 56058	NWSE	9	112	24	26.00	2565.00	100	2565.00	92.64									5	2565.00			
03.009.5400	JAMES J O'CONNELL  426 WASHINGTON ST E LE CENTER MN 56057	NWSE	9	112	24	7.70	513.00	100	513.00	18.53									1	513.00			6.00
03.010.0100	TODD R & PEGGY A SULLIVAN  33244 245TH AVE LE CENTER MN 56057	SENW	10	112	24	40.00	15852.00	15	2377.80	85.88					1	2190.00	3	5454.00	16	8208.00			
03.010.2500	DAVID J & KRISTA WOESTEHOFF WORSTEHOFF FAMILY FARM PRP LLC 15466 W 270TH ST BELLE PLAINE MN 56011	NWNE SWNE SENE	10 10 10	112 112 112	24 24 24	35.90 20.00 15.50	16968.00 8904.00	20 15	3393.60 1335.60	122.57 48.24					1 1	2190.00 2190.00	7 2	12726.00 3636.00	4 6	2052.00 3078.00	0.08 0.53	360.00 2385.00	2.00
03.010.5000	JEFF TOPIC  13388 310TH ST NEW PRAGUE MN 56071	S2NE	10	112	24	2.70	513.00	15	76.95	2.78									1	513.00			1.50
03.010.5010	RALPH R SULLIVAN  30095 151ST AVE NEW PRAGUE MN 56071	SWNE SENE NESE NWSE " "	10 10 10 10	112 112 112 112	24 24 24 24	19.30 18.00 34.00 34.00	9000.00 22887.00 26379.00 43500.00	60 15 90 100	5400.00 3433.05 23741.10 43500.00	195.03 123.99 857.45 1571.08							1 7 6 9	1818.00 12726.00 10908.00 16362.00	14 7 21 12	7182.00 3591.00 10773.00 6156.00	0.55 1.16	55.00 116.00	2.00
03.010.5100	RALPH R SULLIVAN  30095 151ST AVE NEW PRAGUE MN 56071	NESE NWSE SWSE	10 10 10	112 112 112	24 24 24	6.00 6.00 40.00	3534.00 5802.00 22743.00	90 100 100	3180.60 5802.00 22743.00	114.87 209.55 821.40			-4 -1 -33	2508.00 627.00 20691.00			2	3636.00	2 3 4	1026.00 1539.00 2052.00	1.17	117.00	3.00
03.010.5200	THOMAS J & DIANNE C BINCZIK  22516 310TH ST LE CENTER MN 56057	SESE	10	112	24	40.00	21204.00	100	21204.00	765.82			-24	15048.00					12	6156.00			3.00



COUNTY DITCH NO. 28 2017 REDETERMINATION OF BENEFITS											Maintenance cost		25000.00	"A"	"A-"	"B"	"B-"	"C"	"C-"	"D"	"D-"		
											\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00		\$670.00						
											80%	15%	75%	10%	90.00%		90.00%						
											\$2,508.00	\$627.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$613.00	\$50.00					
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	5000.00 DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES		
03.010.7500	FRANK J ANDERSON FAMILY TRUST C/O JEFFREY & MARCIA ANDERSON 14899 64TH PLACE NORTH MAPLE GROVE MN 55311	NESW	10	112	24	40.00	20469.00	100	20469.00	739.27			1	2190.00	3	5454.00	25	12825.00	0.14	14.00	4.00		
						40.00	360.00	100	360.00	13.00					-6	360.00							
		NWSW	10	112	24		8208.00	85	6976.80	251.98							16	8208.00			23.00		
03.010.7600	FRANK J ANDERSON FAMILY TRUST C/O JEFFREY & MARCIA ANDERSON 14899 64TH PLACE NORTH MAPLE GROVE MN 55311	SWSW	10	112	24	40.00	1140.00	100	1140.00	41.17					-4	240.00	-18	900.00			18.00		
		SESW	10	112	24	40.00	24237.00	100	24237.00	875.36	-13	8151.00	1	2190.00	2	3636.00	20	10260.00	0.44	44.00	4.00		
03.014.0100	JAMES E WALKER TRUST  21031 300TH ST NEW PRAGUE MN 56071	NENW	14	112	24	40.00	2030.00	100	2030.00	73.32					-23	1380.00	-13	650.00					
03.014.0200	JAMES E WALKER TRUST  21031 300TH ST NEW PRAGUE MN 56071	NWNW	14	112	24	40.00	62790.00	90	56511.00	2040.99			2	4380.00	31	56358.00	4	2052.00			2.00		
		Lot 1	14	112	24	24.00	33306.00	90	29975.40	1082.61	-17	10659.00	-3	876.00	10	18180.00	7	3591.00			4.00		
		Lot 2	14	112	24	36.00	2818.00	100	2818.00	101.78			-4	1168.00	-5	300.00	-27	1350.00					
03.014.5000	LONNIE L WEBB % DAVID WEBB 20395 320TH ST NEW PRAGUE MN 56071	N2SE	14	112	24	41.00	5272.00	100	5272.00	190.41			-4	1168.00			8	4104.00			0.50		
03.014.5300	JUDITH H HAUER TRUST & ROBERT HAUER TRUST 215 7TH AVE SE NEW PRAGUE MN 56071	Lot 3	14	112	24	9.00	513.00	100	513.00	18.53							1	513.00					
		SWSE	14	112	24	5.00	2052.00	100	2052.00	74.11							4	2052.00					
		SESE	14	112	24	20.00	513.00	100	513.00	18.53							1	513.00					
03.014.5500	AARON C GORATH & MANDY M CROMPTON 30948 201ST AVE NEW PRAGUE MN 56071	SESE	14	112	24	5.00	1086.00	100	1086.00	39.22					-1	60.00	2	1026.00			1.00		
03.014.5600	TIMOTHY M & THERESA LARSON  30882 201ST AVE NEW PRAGUE MN 56071	SWSE	14	112	24	20.00	7387.00	100	7387.00	266.79			-13	3796.00			7	3591.00					
		SESE	14	112	24	15.00	4071.00	100	4071.00	147.03					-8	480.00	7	3591.00					
03.014.5700	GARTH A & SHERYL WEIDALL  30872 201ST AVE NEW PRAGUE MN 56071	NWSE	14	112	24	17.30	5256.00	100	5256.00	189.83			-18	5256.00							7.00		
		SWSE	14	112	24	15.00	2849.00	100	2849.00	102.90			-8	2336.00			1	513.00			5.00		

											Maintenance cost		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D"	"D-"			
											25000.00		\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00		\$570.00				
													60%	15%	75%	10%	90.00%		90.00%				
													\$2,508.00	\$827.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$513.00	\$50.00			
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXCIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES
03.014.7500	JAMES H & MARYLOU C KROYER	Lot 5	15	112	24	23.00	876.00	100	876.00	31.64			-3	876.00									20.00
	31235 211TH AVE	Lot 4	15	112	24	37.20	2628.00	100	2628.00	94.91			-9	2628.00									28.00
	LE CENTER MN 56057																						
03.014.7600	MICHAEL & RACHEL PUNCOCHAR	Lot 5	14	112	24	8.00	292.00	100	292.00	10.55			-1	292.00							1.21	121.00	7.00
	31175 211TH AVE																						
	LE CENTER MN 56057																						
03.015.0100	EDWARD F & DENISE HALLORAN	NENW	15	112	24	40.00	41007.00	85	34855.95	1258.88	-8	5016.00			15	27270.00	17	8721.00					
	21814 306TH ST	NWNW	15	112	24	38.34	16951.50	70	11866.05	428.56					1	1818.00	29.5	15133.50					
	LE CENTER MN 56057														-6	360.00							
		SWNW	15	112	24	40.00	12066.00	100	12066.00	435.78					-13	780.00	22	11286.00					2.00
		SEW	15	112	24	40.00	49461.00	70	34622.70	1250.46			2	4380.00	20	36360.00	17	8721.00					
03.015.0200	MARIAN L HALLORAN	NWNW	15	112	24	1.66	513.00	100	513.00	18.53								1	513.00				0.66
	30159 221ST AVE																						
	BELLE PLAINE MN 56011																						
03.015.2500	DANIEL E & KRISTIN E ARCHER	SWNE	15	112	24	5.00	1539.00	85	1308.15	47.25								3	1539.00				2.00
	30424 211TH AVE																						
	LE CENTER MN 56057																						
03.015.2510	RALPH J & HELEN M WEIERS	NENE	15	112	24	40.00	23097.00	100	23097.00	834.19	-12	7524.00	1	2190.00	2	3636.00	19	9747.00	1.23	3198.00	3.00		
	116 1ST AVE NW #410	NWNE	15	112	24	40.00	24783.00	100	24783.00	895.08	-19	11913.00			2	3636.00	18	9234.00	0.07	7.00	1.00		
	NEW PRAGUE MN 56071	SWNE	15	112	24	35.00	28674.00	85	24372.90	880.27					9	16362.00	24	12312.00					
		LOT 1	15	112	24	15.00	11748.00	100	11748.00	424.30			1	2190.00	3	5454.00	8	4104.00	0.53	1918.60	1.50		
	" "						292.00	100	292.00	10.55			-1	292.00									
03.015.2600	BLUE FARMS LLC	LOT 1	15	112	24	20.00	5256.00	100	5256.00	189.83			-18	5256.00							0.50	1260.00	1.00
	901 N 3RD ST SUITE 117	LOT 2	15	112	24	31.00	10978.00	90	9880.20	356.84			-13	3796.00			14	7182.00					3.00
	MINEAPOLIS MN 55401	SESE	15	112	24	2.84	1282.50	75	961.88	34.74							2.5	1282.50					
03.015.5000	RONALD F & PHYLLIS J KROYER	LOT 2	15	112	24	4.00	2052.00	100	2052.00	74.11							4	2052.00					
	642 N SUTTOR LAKE BLVD	SESE	15	112	24	36.28	35199.00	75	26399.25	953.45					14	25452.00	19	9747.00					
	JORDAN MN 55352																						
03.015.5100	ANNE M MEGER ETAL	NWSE	15	112	24	40.00	40374.00	70	28261.80	1020.72					16	29088.00	22	11286.00					
	30796 211TH AVE	SWSE	15	112	24	40.00	7506.00	60	4503.60	162.66					3	5454.00	4	2052.00					15.00
	LE CENTER MN 56057																						

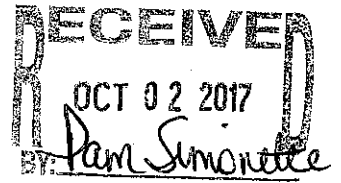
											"A"	"A-"	"B"	"B-"	"C"	"C-"	"D"	"D-"			
											Maintenance cost	25000.00	\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00	\$570.00			
											60%	15%	75%	10%	90.00%		90.00%				
											\$2,608.00	\$627.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$513.00	\$50.00			
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN	GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	NONBENEFITED
NUMBER						TRACT	BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	OR RESTRICTED
																					WETLAND ACRES
03.015.7600	JUSTIN R MEGER	NESW	15	112	24	5.00	513.00	60	307.80	11.12							1	513.00			
	21669 306TH ST LE CENTER MN 56057																				
03.015.7610	JUSTIN R MEGER	NESW	15	112	24	35.00	20700.00	60	12420.00	448.57					8	14544.00	12	6156.00			
	21669 306TH ST LE CENTER MN 56057	SESW	15	112	24	40.00	8253.00	55	4539.15	163.94					2	3636.00	9	4617.00			
03.016.2500	GARY J & SHIRLEY RUTT	NWNE	16	112	24	11.88		100													6.00
	22536 302ND ST BELLE PLAINE MN 56011																				
03.016.2700	WILLIAM S MEGER	SENE	16	112	24	40.00	540.00	100	540.00	19.50					-4	240.00	-6	300.00			
	30392 221ST AVE LE CENTER MN 56057																				
03.016.2800	PETER J MEGER	NENE	16	112	24	40.00	1690.00	100	1690.00	61.04					-9	540.00	-23	1150.00			
	30008 221ST AVE BELLE PLAINE MN 56011																				
03.023.0100	JAMES H & MARYLOU C KROYER	NENW	23	112	24	40.00	4088.00	100	4088.00	147.65			-14	4088.00							23.00
	31235 211TH AVE LE CENTER MN 56057	NWNW	23	112	24	36.37	50.00	100	50.00	1.81							-1	50.00			16.00
03.023.0200	RICHARD & COLLEEN WAGNER	SWNW	23	112	24	20.12	200.00	100	200.00	7.22							-4	200.00			1.00
	31439 211TH AVE LE CENTER MN 56057																				
03.023.0300	MICHAEL & RACHEL PUNCOCHAR	NWNW	23	112	24	3.63	50.00	100	50.00	1.81							-1	50.00			2.63
	31175 211TH AVE LE CENTER MN 56057																				
03.023.0400	BRUCE A & NANCY J THEIS	SWNW	23	112	24	19.88	200.00	100	200.00	7.22							-4	200.00			
	13587 PRIBYL POND LN SHAKOPEE MN 55379	SENW	23	112	24	40.00	3098.00	100	3098.00	111.89			-4	1168.00	-13	780.00	-23	1150.00			

COUNTY DITCH NO. 28 2017 REDETERMINATION OF BENEFITS											Maintenance cost		25000.00	"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"		
											\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00		\$570.00						
											80%	15%	75%	10%	90.00%		90.00%						
											\$2,508.00	\$627.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$513.00	\$60.00					
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES		
03.023.2500	DAVID E & TERESA HAGENE  31438 201ST AVE NEW PRAGUE MN 56071	NENE	23	112	24	31.96	1160.00	100	1160.00	41.90					-1	60.00	-22	1100.00					
		NWNE	23	112	24	40.00	4208.00	100	4208.00	151.98			-9	2628.00	-3	180.00	-28	1400.00					
		SENE	23	112	24	34.87	1580.00	100	1580.00	57.06					-8	480.00	-22	1100.00					
03.023.2600	BRUCE A & NANCY J THEIS  13587 PRIBYL POND LN SHAKOPEE MN 55379	SWNE	23	112	24	40.00	1482.00	100	1482.00	53.52			-1	292.00	-9	540.00	-13	650.00					
03.023.2700	MARVIN D & JANICE A LARSON  31068 201ST AVE NEW PRAGUE MN 56071	NENE	23	112	24	8.04	310.00	100	310.00	11.20					-1	60.00	-5	250.00			1.00		
03.023.2800	DAVID E & TERESA HAGENE  31438 201ST AVE NEW PRAGUE MN 56071	SENE	23	112	24	5.13	100.00	100	100.00	3.61							-2	100.00			3.00		
03.023.5000	DANIEL J SULLIVAN  30095 151ST AVE NEW PRAGUE MN 56071	NESE	23	112	24	20.00	640.00	100	640.00	23.11					-9	540.00	-2	100.00					
		SESE	23	112	24	40.00	460.00	100	460.00	16.61					-6	360.00	-2	100.00					
03.023.5100	EDWARD F & DENISE HALLORAN  21814 306TH ST LE CENTER MN 56057	SWSE	23	112	24	30.00	1540.00	100	1540.00	55.62					-24	1440.00	-2	100.00					
03.023.5200	JAMES L & RUTH A NYTES TRUST  32855 FORT RD HENDERSON MN 56044	NESE	23	112	24	20.00	820.00	100	820.00	29.62					-2	120.00	-14	700.00			2.00		
03.023.7500	DENNIS N KARCEWSKI  31649 211TH AVE LE CENTER MN 56057	NESW	23	112	24	40.00	1970.00	100	1970.00	71.15					-17	1020.00	-19	950.00					
		NWSW	23	112	24	40.00	210.00	100	210.00	7.58					-1	60.00	-3	150.00					
		NWSE	23	112	24	40.00	2130.00	100	2130.00	76.93					-13	780.00	-27	1350.00					
		SWSE	23	112	24	10.00	650.00	100	650.00	23.48					-10	600.00	-1	50.00					
03.023.7600	THOMAS J & DIANNE C BINCZIK  22516 310TH ST LE CENTER MN 56057	SESW	23	112	24	38.72	1120.00	100	1120.00	40.45					-17	1020.00	-2	100.00					

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 28  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 28 2017 REDETERMINATION OF BENEFITS										Maintenance cost		25000.00		"A"	"A-"	"B"	"B-"	"C"	"C-"	"D-"	"D-"					
										\$4,180.00	\$4,180.00	\$2,920.00	\$2,920.00	\$2,020.00			\$570.00									
										60%	15%	75%	10%	90.00%			90.00%									
										\$2,608.00	\$627.00	\$2,190.00	\$292.00	\$1,818.00	\$60.00	\$513.00	\$50.00									
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	5000.00 DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES					
LE SUEUR COUNTY, MINNESOTA COUNTY DITCH NO. 28 2017 REDETERMINATION OF BENEFITS																										
ROAD AUTHORITY						LOCATION	LENGTH (FEET)	GROSS BENEFITS	PROXIMITY RATE	NET BENEFITS	MAINT COST	"A" BENEFIT %	SOILS BENEFIT VALUE	"B" BENEFIT %	SOILS BENEFIT VALUE	"C" BENEFIT %	SOILS BENEFIT VALUE	"D" BENEFIT %	SOILS BENEFIT VALUE	BENEFIT VALUE						
LE SUEUR COUNTY HIGHWAY DEPARTMENT						CH # 122						per foot	22.70		6.80		2.30		0.50							
						In Sect.	10	112	24	4610	1140.88	100	1140.88	41.20					5	38.08	10	1060.30	85	42.50		
						North of	14	112	24	930	258.90	100	258.90	9.35							10	213.90	90	45.00		
						CH # 157																				
						In Sect.	15	112	24	2790	1323.40	100	1323.40	47.80			20	1283.40	80	40.00						
						CH # 121																				
						East of	10	112	24	2630	649.90	100	649.90	23.47			20		80							
						In Sect.	15	112	24	6120	5065.84	100	5065.84	182.96		15	114.24	35	4926.60	50	25.00					
						East of	22	112	24	630	50.00	100	50.00	1.81					100	50.00						
OUTLET BENEFIT CD# 69							60000.00		60000.00	2167.00																
LAND BENEFITS							763789.00		623711.33	22526.41	140		143		391		749									
ROAD BENEFITS							8488.92		8488.92	306.59																
TOTAL BENEFITS							832277.92		692200.25	25000.00																
SEEDING AREA																				2.33						
SEEDING DAMAGES																				6383.60						

Le Sueur County Drainage Authority:



RE: Le Sueur County  
County Ditch No. 28  
2017 Redetermination of Benefits

September 13, 2017

In accordance with the Minnesota Statute 103E.315 law, we herewith submit the following Viewers' Report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is, therefore, based upon a comparison of the conditions that would have existed prior to the ditch system's construction with those that do exist with the drainage system in a reasonable state of repair.

Le Sueur County Ditch No. 28 was originally established and constructed in 1906. The ditch system consists of an open ditch drainage system. The ditch system has had necessary maintenance. The outlet of the system is the West Branch Raven Stream. The system provides an outlet for lands in sections 9, 10, 14, 15, 16, and 23 in Derrynane Township, in Le Sueur County.

Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that we were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil Survey Manuals and Maps of Le Sueur County
2. GIS photos and data
3. Minnesota LiDAR
4. Yield averages and production costs taken from Minnesota State College and University Farm Management Records
5. Sales data from the Le Sueur County Assessor's office
6. Visual inspection of each 40-acre tract

Land classification benefit values are based upon an increase in the potential for agricultural production as a result of constructing the drainage project and reconciled with sales value increases. Existing individual land management practices were not considered. All present land use was evaluated under estimated best land management practice. Special consideration was given to areas, which were considered to be in a native/non-converted condition or identified as wetlands under wetlands inventory and restricted from drainage by state or federal regulations. State owned properties were considered for the purpose it is held.

No direct consideration was given to structure values within the watershed.

Potential benefit is the difference between the:

Valuation Prior To Drainage

Beginning land use, property value, and economic productivity have been determined with the consideration that the benefited properties within the watershed currently do not have an adequate outlet for artificial drainage.

"A" Standing water or cattails, wetland classification with a market value for agricultural purposes of \$0.00 per acre, economic productivity of \$0.00.

"B" Seasonally flooded/pasture ground. Pasture classification with a market value of \$1000.00 to \$1500.00 per acre, economic productivity of \$75.00 based on grazing days and/or hay values.

"C" Wet subsoil -- marginal crop land, low to medium crop land classification with a market value of \$4000.00 to \$5000.00 per acre, annual economic productivity of \$488.00 based upon average annual yield of 80 % of optimum with \$347.11 production costs.

"D" Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. Medium to high cropland classification with a market value of \$4500.00 to \$6000.00 per acre, annual economic productivity of \$579.50 based upon average annual yield of 95 % of optimum with \$347.11 production costs.

Valuation with NRCS Guideline Drainage

Potential land use, property value, and an economic productivity, after public and private drainage have been installed as per NRCS design standard as recommended in the Minnesota Drainage Guide, using current crop rotation, income, and expense.

"A" Drained slough area, medium classification land with a market value of \$4500.00 to \$5500.00 per acre, economic productivity of \$561.20 based upon average production of 92% of optimum \$347.11 production costs.

"A-" Partially drained slough area with a highest and best use as hay or pasture and restricted from additional drainage by governmental regulation.

"B" Well drained ground, high land classification with a market value of \$5500.00 to \$6500.00 per acre, economic productivity of \$585.60 based upon average annual production of 96 % of optimum with \$347.11 production costs.

"B-" Marginally drained lakebed that acquired riparian rights.

"C" Well drained ground, best land classification with an estimated market value of \$6500.00 to \$7500.00 per acre, economic productivity of \$610.00 based upon average annual production of 100 % of optimum with \$347.11 production costs.

"C-" Upland hydric soils contributing to the needed drainage system capacity and maintenance.

"D" Well drained ground, high land classification with improved farmability and market value of \$5500.00 to \$7500.00 per acre. Economic productivity of \$603.90 based upon average production of 99% of optimum with \$347.11 production costs.

"D-" Upland non-hydric soils contributing to the needed drainage system capacity and maintenance.

Road benefits were determined with consideration of the reduced construction and maintenance costs that were realized after construction of the drainage system. No tile benefits were given as the footage was minimal.

Utilizing these productive values, potential benefit values were determined for the system based upon a 25-year effective life, with proper maintenance, private improvement cost depreciated over the same 25-year period, and a market derived capitalization rate of 0.5%. Adjustment was made to each land class based upon consideration of the change in hydraulic capacity and the subsequent increased productivity that the construction of the drainage system provided. Benefit values were rounded off for ease of computation.

Example: "B" Benefits per Acre

Potential productivity Value	\$585.60
Production Cost	-347.11
Beginning Productivity Value	<u>- 75.00</u>
Change in Productivity Value	163.49
Private Improvement (\$900/25)	<u>-36.00</u>
(Waterway or tile)	
Annual Benefit Value	\$127.49

\$127.49 x 25 years, discounted @ 0.5% = \$2989.08 (\$2990.00)

The ditch system does not have adequate size and capacity to meet NRCS recommended capacities for open ditch agricultural drainage. Adjustment to the potential benefit value is made by the application of an efficiency rate. This rate reflects the viewers' determination of that portion of the potential benefit currently being provided by the existing Ditch System, with consideration of the substandard size. It has been assumed that, although the drainage system capacity varies between the tile branches, the drainage system provides an outlet of equal capacity to all properties within the watershed. A proximity rate adjustment has been applied to reflect a parcels location in relationship to the constructed system.

This value was then applied to the number of acres determined to be in each class per tract. Adjustment to potential benefit was given for the proximity from the public drainage system. This was done to allow for construction of public or private laterals to provide an adequate outlet to each land tract.

Damages have been given for the easement acquisition for the area required to establish the one-rod seeding area adjacent to the channel required by Minnesota Statute No. 103E.021. The lands taken are considered as a permanent easement only and will be restricted from use for commodity crop production. The damage value is our opinion of the difference between the current land value and the value of the same lands with the easement in place. Additional damages have been given for the temporary easement necessary for the repair of the existing open ditch.

Respectfully submitted,

\_\_\_\_\_  
Ron Ringquist

\_\_\_\_\_  
Bill Anderson

\_\_\_\_\_  
Allen Kerber



LE SUEUR COUNTY  
COUNTY DITCH NO. 28  
2017 REDETERMINATION OF BENEFITS

INCOME APPRAOCH TO VALUE WORKSHEET

PRODUCTION INCOME

CROP PLANTED	AVERAGE YIELD	SALES VALUE	GROSS INCOME	ROTATION PERCENTAGE	ADJUSTED INCOME
CORN	180 BU	4.00	720.00	50	360.00
SOYBEANS	50 BU	10.00	500.00	50	250.00
					610.00

DIRECT PRODUCTION EXPENSE

CROP PLANTED	PRODUCTION COST	ROTATION PERCENTAGE	ADJUSTED EXPENSE
CORN	466.59	50	233.30
SOYBEANS	227.63	50	113.82
			347.11

BENEFIT VALUE CALCULATION

PRODUCTION CAPABILITY BASED UPON CONSTRUCTED DRAINAGE SYSTEM  
MEETING N.R.C.S. OPEN DITCH GUIDE LINE DESIGN

LAND CLASS	"A"	"B"	"C"	"D"
% PRODUCTION	92.0%	96.0%	100.0%	99.0%
GROSS INCOME	561.20	585.60	610.00	603.90
PRODUCTION COST	347.11	347.11	347.11	347.11
NET INCOME	214.09	238.49	262.89	256.79
PREVIOUS INCOME	0.00	75.00	156.89	188.39
INCREASED INCOME	214.09	163.49	122.00	24.40
PVT TILE COST	36.00	36.00	36.00	0.00
NET ANNUAL INCREASE	178.09	127.49	86.00	24.40
CAPITALIZED FOR 25 YEARS @ 0.5 %	4175.43	2989.08	2016.32	572.07
BENEFIT VALUE	\$4180.00	\$2990.00	\$2020.00	\$570.00

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 42

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The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 42

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**Findings and Order Adopting  
Redetermined Benefits**

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At a public hearing conducted by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 42 (CD 42), on December 12, 2017, continued from November 30, 2017, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Order:

**Findings:**

1. CD 42 was established in 1914 and subsequently improved in 1949. Benefits for LCD 42 were determined concurrent with establishment in 1914 and improvement benefits were determined in 1949, prior to the initiation of modern, intensive farming and drainage practices within the County.
2. CD 42 consists of an open ditch drainage system.
3. The outlet for CD 42 is Le Sueur County Ditch 19.
4. The system provides an outlet for lands in Sections 24, 25 and 36 in Derrynane Township, and Sections 19 and 30 in Lanesburgh Township, all in Le Sueur County.
5. Benefits and damages for CD 42 have not been redetermined since original establishment.
6. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed for CD 42, the Drainage Authority ordered a redetermination of benefits and appointed Ron Ringquist, Bill Anderson and Allan Kerber as viewers for the redetermination of benefits.
7. Upon taking their oath, the viewers initiated a redetermination of benefits according statutes chapter 103E.
8. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321.

[15741-0036/2769922/1]

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Under section 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.

9. The viewers completed their report which included a benefits and damages statement on October 2, 2017, for all property affected by the drainage project and filed their report with the Drainage Authority.
10. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
11. Property Owners' Reports were mailed on November 13, 2017.
12. Notice of the hearing was posted not later than November 13, 2017 at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
13. Notice of the hearing was published November 9, 16 and 23 in the New Prague Times and Montgomery Messenger, legal newspapers in general circulation in the area of CD 42.
14. Notice of the hearing was mailed within one week after the first publication, but not later than November 13, 2017, to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the Minnesota Department of Natural Resources.
15. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
16. The final hearing on the viewers' redetermination of benefits was held on November 30, 2017, and continued to December 12, 2017.
17. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 42.
18. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 42.

19. Members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.
20. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment; direct staff to prepare findings and an order consistent with the proceedings, that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and continue the hearing to the Board's regular meeting on Tuesday, December 12, 2017, at 11:00 a.m. in the Commissioners' Room of the Le Sueur County Courthouse, or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board will consider findings and an order as discussed.
21. The Viewers' Report is attached as Exhibit A.
22. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
23. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.
24. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
25. The viewers used maps, LiDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.
26. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
27. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
28. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.

[15741-0036/2769922/1]

29. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.
30. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
31. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
32. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
33. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
34. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
35. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
36. Owners of property affected by the redetermination offered comments regarding the nature and amount of benefit determined by the viewers.
37. The viewers addressed the concerns of each property owner as they related to the value of benefit or damage and the methods used by the viewers.
38. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
39. The viewers' account of work has been filed with the drainage authority.

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40. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
41. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

**Order:**

- A. The redetermined benefits on CD 42, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were \_\_\_ yes and \_\_\_ no (Commissioner Connelly absent).

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Dated this 12<sup>th</sup> day of December, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 42

By \_\_\_\_\_  
Chairperson

[15741-0036/2769922/1]

Attest:

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County Administrator

[15741-0036/2769922/1]

6

August 22, 2017

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 42  
2017 REDETERMINATION OF BENEFITS

RECEIVED  
OCT 02 2017  
BY: Pam Simonette

COUNTY DITCH NO. 42 2017 REDETERMINATION OF BENEFITS											Maintenance cost		100000.00		"A"		"A-"		"B"		"C"		"D-"				
											\$4,180.00		\$4,180.00		\$2,920.00		\$2,020.00		\$570.00								
											75%		28%		95%		100%		100%								
											\$3,135.00		\$1,045.00		\$2,774.00		\$2,020.00		\$570.00								
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES						
14 03.024.2600	ANTHONY J BEER	SENE	24	112	24	25.00	1140.00	55	627.00	95.13							2	1140.00									
	1225 LE CENTER ST LE CENTER MN 56057																										
41 03.024.5000	ALICE R RETKA	NESE	24	112	24	40.00	35053.00				3	9405.00	2	5548.00	6	12120.00	14	7980.00									
	31727 245TH AVE LE SUEUR MN 56058	SESE	24	112	24	36.50	44340.00	65 80	28821.00	4372.95					18	36360.00	14	7980.00			2						
42 03.024.5110	GARY F & SUSAN F ODENTHAL	NWSE	24	112	24	40.00	12564.00	65	8166.60	1239.10			1	2774.00	4	8080.00	3	1710.00									
	32226 169TH AVE NEW PRAGUE MN 56071	SWSE SESE	24 24	112 112	24 24	39.00 3.50	5130.00 1710.00	75 75	3847.50 1282.50	583.77 194.59							9 3	5130.00 1710.00									
11 03.025.2500	ELIZABETH L FRANEK	NENE	25	112	24	40.00	62006.00	100	62006.00	9408.05	2	6270.00	9	24966.00	11	22220.00	15	8550.00	0.48	2160.00	1						
	19333 320TH ST NEW PRAGUE MN 56071	NWNE " "	25 25	112 112	24 24	38.00	13780.00 21574.00	85 80	11713.00 17259.20	1777.19 2618.70					4 -1	8080.00 2489.00	10 -11	5700.00 19085.00									
		SWNE " "	25 25	112 112	24 24	3.00	2590.00 285.00	80 70	2072.00 199.50	314.38 30.27					1	2020.00	1	570.00 285.00									
		SENE	25	112	24	7.00	6890.00	90	6201.00	940.87					2	4040.00	5	2850.00	0.09	405.00							
13 03.025.2600	TODD R & PEGGY A SULLIVAN	SWNE " "	25	112	24	17.00	10930.00 1140.00	75 70	8197.50 798.00	1243.79 121.08					4	8080.00	5 -4	2850.00 1140.00									
14 03.025.2600	TODD R & PEGGY A SULLIVAN	SENE	25	112	24	33.00	42383.00	95	40263.85	6109.15	3	9405.00	2	5548.00	8.5	17170.00	18	10260.00	0.82	3690.00	1.5						
	33244 245TH AVE LE CENTER MN 56057																										
43 03.025.5000	MICHAEL & KIMBERLY B THOMPSON	W2SE	25	112	24	3.02	570.00	100	570.00	86.48							1	570.00			2						
	32781 195TH AVE NEW PRAGUE MN 56071																										
41 03.025.5100	MICHAEL A & SHEILA F CEMENSKY	NESE	25	112	24	34.90	57816.00	100	57816.00	8772.31			4	11096.00	22	44440.00	4	2280.00	0.36	1620.00	1.9						
	32899 211TH AVE NEW PRAGUE MN 56071	SESE	25	112	24	40.00	41539.00	100	41539.00	6302.63	3	9405.00	6	16644.00	4	8080.00	13	7410.00	0.55	2475.00	1.00						
41 03.025.5200	JACOB J PRCHAL TAYLOR L SCHNICHELS 19351 326TH LN NEW PRAGUE MN 56071	NESE	25	112	24	5.10	570.00	100	570.00	86.48							1	570.00	0.36	1620.00	4.1						



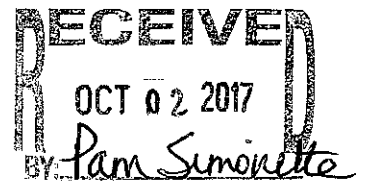
LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 42  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 42 2017 REDETERMINATION OF BENEFITS											Maintenance cost		100000.00	"A"	"A-"	"B"			"C"			"D-"					
														\$4,180.00	\$4,180.00	\$2,920.00			\$2,020.00			\$570.00					
														75%	25%	95%			100%			100%					
														\$3,135.00	\$1,045.00	\$2,774.00			\$2,020.00			\$570.00					
PARCEL							GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	NONBENEFITED						
NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	TRACT	BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	OR RESTRICTED WETLAND ACRES						
42	03.025.5300	CHRISTINE CHEN	NWSE	25	112	24	39.58	100	50235.00	7622.06	1	3135.00	5	13870.00	12.5	25250.00	14	7980.00	0.67	3015.00	1.58						
									72369.00		100	72369.00	10980.41	13	40755.00	6	16644.00	6				12120.00	5	2850.00	0.68	3060.00	1.4
		3425 LAWNDALE LN N MINNEAPOLIS MN 55447-1695																									
33	03.025.7500	LLOYD & PEGGY SVOBODA C/O JEFFREY L SVOBODA 125 MARLANE CIR JORDAN MN 55352	SESW	25	112	24	30.00	19018.00	85	16165.30	2452.73																
												2	5548.00	3	6060.00	13	7410.00										
34	03.025.7620	TODD R & PEGGY A SULLIVAN	E2SW	25	112	24	15.23	4585.00	90	4126.50	626.11																
												1	2020.00	4.5	2565.00												
		33244 245TH AVE LE CENTER MN 56057																									
31	03.025.7700	JOHN P & JORDYN C KOLAR	NESW	25	112	24	5.00	1425.00	90	1282.50	194.59																
												2.5	1425.00														
		32670 195TH AVE NEW PRAGUE MN 56071																									
12	03.036.0300	FLORIAN HINDERSCHIED	LOT 2 & 3	36	112	24	31.70	7770.00	95	7381.50	1119.98																
												3	6060.00	3	1710.00												
		19617 330TH ST NEW PRAGUE MN 56071																									
12	03.036.2700	FLORIAN HINDERSCHIED	LOT 3 & 4	36	112	24	37.00	570.00	95	541.50	82.16																
												1	570.00														
		19617 330TH ST NEW PRAGUE MN 56071																									
11	03.036.2800	MARK & CAROL CEMENSKY	NENE	36	112	24	20.00	3977.00	98	3897.46	591.35																
												0.5	1387.00	1	2020.00	1	570.00										
		2343 SWAN DR MENDOTA HEIGHTS MN 55120																									
11	03.036.2900	FLORIAN HINDERSCHIED	NENE	36	112	24	20.00	16788.00	100	16788.00	2547.21																
												2	5548.00	5	10100.00	2	1140.00	0.77	3465.00	1.5							
		19617 330TH ST NEW PRAGUE MN 56071																									
33	07.019.7600	RUTH BROOKS	SWSW	19	112	23	12.50	11810.00	80	9448.00	1433.53																
												5	10100.00	3	1710.00												
		18994 320TH ST NEW PRAGUE MN 56071																									

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 42  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 42 2017 REDETERMINATION OF BENEFITS											Maintenance cost		100000.00		"A"		"A-"		"B"		"C"		"D-"				
													\$4,180.00		\$4,180.00		\$2,920.00		\$2,020.00		\$570.00						
													75%		25%		95%		100%		100%						
													\$3,135.00		\$1,045.00		\$2,774.00		\$2,020.00		\$570.00						
PARCEL							GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	NONBENEFITED					
NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	TRACT	BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	OR RESTRICTED WETLAND ACRES						
21	07.030.0200	JOHN J HOEFS					6010.00	85	5108.50	775.10					1	2020.00	7	3990.00									
							51732.00		51732.00		2	6270.00	3	8322.00	15	30300.00	12	6840.00	0.48	2160.00	1						
							78638.00		78638.00		12	37620.00	7	19418.00	9	18180.00	6	3420.00	0.42	1890.00	1.07						
							8550.00		7267.50							15	8550.00										
32	07.030.7500	JOHN J HOEFS					24927.00	95	23680.65	3593.02	3	9405.00	3	8322.00	3	6060.00	2	1140.00									
32	07.030.7600	MICHAEL A & SHEILA F CEMENSKY					11424.00	95	10852.80	1646.67			1	2774.00	4	8080.00	1	570.00									
		32899 211TH AVE NEW PRAGUE																									

LE SUEUR COUNTY, MINNESOTA COUNTY DITCH NO. 42 2017 REDETERMINATION OF BENEFITS												"A"	SOILS		"B"	SOILS		"C"	SOILS		"D"	SOILS			
ROAD AUTHORITY	LOCATION					LENGTH (FEET)	GROSS BENEFITS	PROXIMITY RATE	NET BENEFITS	MAINT COST	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	OTHER BENEFITS	BENEFIT VALUE			
LE SUEUR COUNTY HIGHWAY DEPARTMENT	CH # 28										per foot	22.70		6.80		2.30		0.50							
	North of	30	112	23	900	1422.00	100	1422.00	215.76						60	1242.00	40	180.00							
	North of	25	112	24	1500	3315.00	100	3315.00	502.98				10	1020.00	60	2070.00	30	225.00							
DERRYNANE TOWNSHIP	330th Street										per foot	14.20		5.70		1.40		0.30							
	North of	38	112	24	2440	1934.40	100	1354.08	205.45				10	1390.80	75	2562.00	15	109.80							
	195th Ave In Sect.	25	112	24	1980	1934.40	100	1354.08	205.45				10	1117.20	65	1783.60	25	147.00							
	326th Lane																								
	North of	25	112	24	550	165.00	100	165.00	25.04									100	165.00						
LAND BENEFITS						2133.00		651463.68	98845.33	42		52.5		142		205									
ROAD BENEFITS						8770.60		7610.16	1154.67																
TOTAL BENEFITS						10903.80		659074.02	100000.00												441.5				
SEEDING AREA																						22995.00			
SEEDING DAMAGES																									



Le Sueur County Drainage Authority:

RE: Le Sueur County  
County Ditch No. 42  
2017 Redetermination of Benefits

September 13, 2017

In accordance with the Minnesota Statute 103E.315 law, we herewith submit the following Viewers' Report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is, therefore, based upon a comparison of the conditions that would have existed prior to the ditch system's construction with those that do exist with the drainage system in a reasonable state of repair.

Le Sueur County Ditch No. 42 was originally established and constructed in 1906. The ditch system consists of an open ditch drainage system. The drainage system has had necessary maintenance. The outlet of the system is Le Sueur County Ditch No. 19. The system provides an outlet for lands in sections 24, 25, and 36 in Derrynane Township, and sections 19 and 30 in Lanesburgh Township, all in Le Sueur County.

Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that we were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil Survey Manuals and Maps of Le Sueur County
2. GIS photos and data
3. Minnesota LiDAR
4. Yield averages and production costs taken from Minnesota State College and University Farm Management Records
5. Sales data from the Le Sueur County Assessor's office
6. Visual inspection of each 40-acre tract

Land classification benefit values are based upon an increase in the potential for agricultural production as a result of constructing the drainage project and reconciled with sales value increases. Existing individual land management practices were not considered. All present land use was evaluated under estimated best land management practice. Special consideration was given to areas, which were considered to be in a native/non-converted condition or identified as wetlands under wetlands inventory and restricted from drainage by state or federal regulations. State owned properties were considered for the purpose it is held.

No direct consideration was given to structure values within the watershed.

Potential benefit is the difference between the:

#### Valuation Prior To Drainage

Beginning land use, property value, and economic productivity have been determined with the consideration that the benefited properties within the watershed currently do not have an adequate outlet for artificial drainage.

"A" Standing water or cattails, wetland classification with a market value for agricultural purposes of \$0.00 per acre, economic productivity of \$0.00.

"B" Seasonally flooded/pasture ground. Pasture classification with a market value of \$1000.00 to \$1500.00 per acre, economic productivity of \$75.00 based on grazing days and/or hay values.

"C" Wet subsoil -- marginal crop land, low to medium crop land classification with a market value of \$4000.00 to \$5000.00 per acre, annual economic productivity of \$488.00 based upon average annual yield of 80 % of optimum with \$347.11 production costs.

"D" Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. Medium to high cropland classification with a market value of \$4500.00 to \$6000.00 per acre, annual economic productivity of \$579.50 based upon average annual yield of 95 % of optimum with \$347.11 production costs.

#### Valuation with NRCS Guideline Drainage

Potential land use, property value, and an economic productivity, after public and private drainage have been installed as per NRCS design standard as recommended in the Minnesota Drainage Guide, using current crop rotation, income, and expense.

"A" Drained slough area, medium classification land with a market value of \$4500.00 to \$5500.00 per acre, economic productivity of \$561.20 based upon average production of 92% of optimum \$347.11 production costs.

"A-" Partially drained slough area with a highest and best use as hay or pasture and restricted from additional drainage by governmental regulation.

"B" Well drained ground, high land classification with a market value of \$5500.00 to \$6500.00 per acre, economic productivity of \$585.60 based upon average annual production of 96 % of optimum with \$347.11 production costs.

"C" Well drained ground, best land classification with an estimated market value of \$6500.00 to \$7500.00 per acre, economic productivity of \$610.00 based upon average annual production of 100 % of optimum with \$347.11 production costs.

"D" Well drained ground, high land classification with improved farmability and market value of \$5500.00 to \$7500.00 per acre. Economic productivity of \$603.90 based upon average production of 99% of optimum with \$347.11 production costs.

Road benefits were determined with consideration of the reduced construction and maintenance costs that were realized after construction of the drainage system. No tile benefits were given as the footage was minimal.

Utilizing these productive values, potential benefit values were determined for the system based upon a 25-year effective life, with proper maintenance, private improvement cost depreciated over the same 25-year period, and a market derived capitalization rate of 0.5%. Adjustment was made to each land class based upon consideration of the change in hydraulic capacity and the subsequent increased productivity that the construction of the drainage system provided. Benefit values were rounded off for ease of computation.

Example: "B" Benefits per Acre	
Potential productivity Value	\$585.60
Production Cost	-347.11
Beginning Productivity Value	<u>- 75.00</u>
Change in Productivity Value	163.49
Private Improvement (\$900/25) (Waterway or tile)	<u>-36.00</u>
Annual Benefit Value	\$127.49

\$127.49 x 25 years, discounted @ 0.5% = \$2989.08 (\$2990.00)

The ditch system does not have adequate size and capacity to meet NRCS recommended capacities for open ditch agricultural drainage. Adjustment to the potential benefit value is made by the application of an efficiency rate. This rate reflects the viewers' determination of that portion of the potential benefit currently being provided by the existing Ditch System, with consideration of the substandard size. It has been assumed that, although the drainage system capacity varies between the tile branches, the drainage system provides an outlet of equal capacity to all properties within the watershed. A proximity rate adjustment has been applied to reflect a parcels location in relationship to the constructed system.

This value was then applied to the number of acres determined to be in each class per tract. Adjustment to potential benefit was given for the proximity from the public drainage system. This was done to allow for construction of public or private laterals to provide an adequate outlet to each land tract.

Damages have been given for the easement acquisition for the area required to establish the one-rod seeding area adjacent to the channel required by Minnesota Statute No. 103E.021. The lands taken are considered as a permanent easement only and will be restricted from use for commodity crop production. The damage value is our opinion of the difference between the current land value and the value of the same lands with the easement in place. Additional damages have been given for the temporary easement necessary for the repair of the existing open ditch.

Respectfully submitted,

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Ron Ringquist

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Bill Anderson

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Allen Kerber

LE SUEUR COUNTY  
COUNTY DITCH NO. 42  
2017 REDETERMINATION OF BENEFITS

INCOME APPRAOCH TO VALUE WORKSHEET

PRODUCTION INCOME

CROP PLANTED	AVERAGE YIELD	SALES VALUE	GROSS INCOME	ROTATION PERCENTAGE	ADJUSTED INCOME
CORN	180 BU	4.00	720.00	50	360.00
SOYBEANS	50 BU	10.00	500.00	50	250.00
					610.00

DIRECT PRODUCTION EXPENSE

CROP PLANTED	PRODUCTION COST	ROTATION PERCENTAGE	ADJUSTED EXPENSE
CORN	466.59	50	233.30
SOYBEANS	227.63	50	113.82
			347.11

BENEFIT VALUE CALCULATION

PRODUCTION CAPABILITY BASED UPON CONSTRUCTED DRAINAGE SYSTEM  
MEETING N.R.C.S. OPEN DITCH GUIDE LINE DESIGN

LAND CLASS	"A"	"B"	"C"	"D"
% PRODUCTION	92.0%	96.0%	100.0%	99.0%
GROSS INCOME	561.20	585.60	610.00	603.90
PRODUCTION COST	347.11	347.11	347.11	347.11
NET INCOME	214.09	238.49	262.89	256.79
PREVIOUS INCOME	0.00	75.00	156.89	188.39
INCREASED INCOME	214.09	163.49	122.00	24.40
PVT TILE COST	36.00	36.00	36.00	0.00
NET ANNUAL INCREASE	178.09	127.49	86.00	24.40
CAPITALIZED FOR 25 YEARS @ 0.5 %	4175.43	2989.08	2016.32	572.07
BENEFIT VALUE	\$4180.00	\$2990.00	\$2020.00	\$570.00

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 52

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 52

**Findings and Order Adopting  
Redetermined Benefits**

At a public hearing conducted by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 52 (CD 52), on December 12, 2017, continued from November 30, 2017, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Order:

**Findings:**

1. CD 52 was established in 1950. Original benefits for CD 52 were determined concurrent with establishment in 1950, prior to the enactment of various laws, regulations, and programs protecting wetlands and prior to initiation of modern, intensive farming and drainage practices within the County.
2. CD 52 consists of an open ditch drainage system.
3. The system provides an outlet for lands in Sections 26, 27, 34 and 35 in Sharon Township, Le Sueur County.
4. Benefits and damages for CD 52 had not been redetermined since original establishment.
5. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed for CD 52, the Drainage Authority ordered a redetermination of benefits and appointed Ron Ringquist, Bill Anderson and Allan Kerber as viewers for the redetermination of benefits.
6. Upon taking their oath, the viewers initiated a redetermination of benefits according statutes chapter 103E.
7. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321. Under section 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.

[15741-0028/2339606/1]

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8. The viewers completed their report which included a benefits and damages statement in October 2, 2017, for all property affected by the drainage project and filed their report with the Drainage Authority.
9. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
10. Property Owners' Reports were mailed on November 13, 2017.
11. Notice of the hearing was posted not later than November 13, 2017, at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
12. Notice of the hearing was published November 9, 16 and 23 in the Montgomery Messenger and the Le Center Leader, legal newspapers in general circulation in the area of CD 52.
13. Notice of the hearing was mailed within one week after the first publication, but not later than November 13, 2017, to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the Minnesota Department of Natural Resources.
14. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
15. The final hearing on the viewers' redetermination of benefits was held on November 30, 2017, and continued to December 12, 2017.
16. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 52.
17. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 52.
18. Members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.



19. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment; direct staff to prepare findings and an order consistent with the proceedings, that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and continue the hearing to the Board's regular meeting on Tuesday, December 12, 2017, at 11:00 a.m. in the Commissioners' Room of the Le Sueur County Courthouse, or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board will consider findings and an order as discussed.
20. The Viewers' Report is attached as Exhibit A.
21. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
22. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.
23. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
24. The viewers used maps, LiDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.
25. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
26. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
27. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.

28. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.
29. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
30. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
31. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
32. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
33. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
34. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
35. Owners of property affected by the redetermination offered comments regarding the nature and amount of benefit determined by the viewers.
36. The viewers addressed the concerns of each property owner as they related to the value of benefit or damage and the methods used by the viewers.
37. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
38. The viewers' account of work has been filed with the drainage authority.

39. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
40. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

**Order:**

- A. The redetermined benefits on CD 52, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were \_\_ yes and \_\_ no (Commissioner Connelly absent).

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Dated this 12<sup>th</sup> day of December 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 52

By \_\_\_\_\_  
Chairperson

[15741-0028/2339606/1]

Attest:

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County Administrator

[15741-0028/2339606/1]

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September 13, 2017

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 52  
2017 REDETERMINATION OF BENEFITS

RECEIVED  
OCT - 2 2017  
By: Pam Simonetta

COUNTY DITCH NO. 52 2017 REDETERMINATION OF BENEFITS											Maintenance cost		50000.00	"A"		"B"		"C"		"D"	"D-"	By: Pam Sime		
							\$4,180.00	100%	\$4,180.00		\$2,990.00	90%	\$2,691.00		\$2,020.00	95%	\$570.00	95%	\$541.50	\$2,460.50				
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXCIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
11.026.0300	KEVIN R & JEANETTE L HEWITT	SWNW	26	111	25	22.50	1083.00	85	920.55	59.85							2	1083.00						
	40258 281ST AVE LE SUEUR MN 56058																							
11.026.7500	KARL & SANDRA GERMSCHIED TRUST	NWSW	26	111	25	40.00	9300.50	75	6975.38	453.48					4	7676.00	3	1624.50						
	510 WOODS TRL LE CENTER MN 56057																							
11.026.7600	KARL & SANDRA GERMSCHIED TRUST	NESW	26	111	25	40.00	2460.50	65	1599.33	103.97					1	1919.00	1	541.50						
	510 WOODS TRL LE CENTER MN 56057																							
11.026.7800	JOAN C TRAXLER	SWSW	26	111	25	40.00	56558.50	85	48074.73	3125.42			2	5382.00	23	44137.00	13	7039.50						
	39108 261ST AVE LE SUEUR MN 56058	SESW	26	111	25	38.00	25671.50	70	17970.05	1168.26			1	2691.00	10	19190.00	7	3790.50						
11.027.0400	LOREN & JULIE STAUFF TRUST	SWNE	27	111	25	40.00	30329.00	100	30329.00	1971.74	1	4180.00	2	5382.00	8	15352.00	10	5415.00	0.06	390.00				
	1220 STATE HWY 99 E CLEVELAND MN 56017																							
11.027.2600	RAY HEWITT	SENE	27	111	25	40.00	64517.50	100	64517.50	4194.39	6	25080.00	5	13455.00	11	21109.00	9	4873.50	0.06	390.00				
	40258 281ST AVE LE SUEUR MN 56058																							
11.027.5000	EILEEN H LEE	NESE	27	111	25	40.00	79264.00	100	79264.00	5153.09	6	25080.00	6	16146.00	17	32623.00	10	5415.00	0.50	3250.00	1.00			
	10851 62ND ST N STILLWATER MN 55082	SESE	27	111	25	40.00	56375.50	100	56375.50	3665.07			1	2691.00	26	49894.00	7	3790.50	1.21	7865.00	4.00			
11.027.5100	VETTER ENTERPRISES LLC C/O KEVIN & JULIE VETTER 33201 SHANASKA CREEK RD ST PETER MN 56082	SWSE	27	111	25	28.93	33782.00	50	16891.00	1098.11					14.5	27825.50	11	5956.50	0.63	4095.00	1.50			

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 52  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 52 2017 REDETERMINATION OF BENEFITS											Maintenance cost		50000.00	"A"		"B"		"C"		"D"	"D-"			
											\$4,180.00	100%		\$2,990.00	80%		\$2,020.00	95%		\$570.00	95%			
											\$4,180.00			\$2,891.00			\$1,919.00			\$541.50	\$2,460.50			
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
11.027.5110	BRIAN R VETTER	NWSE	27	111	25	40.00	44693.00	90	40223.70	2615.01	3	12540.00	2	5382.00	10	19190.00	14	7581.00	0.50	3250.00	1.00			
	KEVIN & TIMOTHY VETTER	SWSE	27	111	25	11.13	10654.25	50	5327.13	346.33														
	34915 ARROWOOD DR KASOTA MN 56050																							
11.027.7500	NATHAN & ASHLEY SCHLEEVE	SESW	27	111	25	8.55		5											0.05	5.00				
	27782 ST HWY 112 E LE SUEUR MN 56058																							
11.027.7510	BRIAN R VETTER	NESW	27	111	25	40.00	5709.50	5	285.48	18.56					1	1919.00	7	3790.50	0.17	1105.00	1.00			
	KEVIN & TIMOTHY VETTER	SESW	27	111	25	27.90	14468.50	5	723.43	47.03					5	9595.00	9	4873.50						
	34915 ARROWOOD DR KASOTA MN 56050																							
11.027.7520	VETTER ENTERPRISES LLC	SESW	27	111	25	4.22	1624.50	5	81.23	5.28							3	1624.50	0.15	975.00	0.50			
	C/O KEVIN & JULIE VETTER 33201 SHANASKA CREEK RD ST PETER MN 56082																							
11.034.2500	PAUL F DAUK	NENE	34	111	25	40.00	64431.00	100	64431.00	4188.77	2	8360.00	6.5	17491.50	17	32623.00	11	5956.50	0.49	3185.00	1.50			
		NWNE	34	111	25	40.00	9595.00	85	8155.75	530.22							5	9595.00						
	41995 281ST AVE LE SUEUR MN 56058																							
11.034.2600	JIM D & DIANE G LLOYD	SENE	34	111	25	40.00	14404.50	98	14116.41	917.73			1	2691.00	3	5757.00	11	5956.50						
	39381 275TH AVE LE SUEUR MN 56058																							
11.035.0100	BAKER BROTHERS PARTNERSHIP	SWNW	35	111	25	40.00	54796.50	100	54796.50	3562.42	4	16720.00	4	10764.00	10	19190.00	15	8122.50	1.17	7605.00	3.00			
	45219 267TH AVE CLEVELAND MN 56017																							
11.035.0200	BAKER BROTHERS PARTNERSHIP	NENW	35	111	25	20.00	8711.50	100	8711.50	566.35					2	3838.00	9	4873.50	1.36	8840.00	2.00			
		NWNW	35	111	25	40.00	72630.50	100	72630.50	4721.84	9	37620.00	5	13455.00	7	13433.00	15	8122.50						
	45219 267TH AVE CLEVELAND MN 56017	SENW	35	111	25	20.00	39596.50	100	39596.50	2574.24	1	4180.00	4	10764.00	12	23028.00	3	1624.50						

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 52  
2017 REDETERMINATION OF BENEFITS

Maintenance cost 50000.00

"A"	"B"	"C"	"D"	"D-"
\$4,180.00	\$2,990.00	\$2,020.00	\$570.00	
100%	90%	95%	95%	
\$4,180.00	\$2,691.00	\$1,919.00	\$541.50	\$2,480.50

PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES
11.035.0500	BAKER BROTHERS PARTNERSHIP	NENW	35	111	25	17.92	541.50	90	487.35	31.68							1	541.50			
	45219 267TH AVE	SENW	35	111	25	20.00	33378.50	98	32710.93	2126.59	1	4180.00	2	5382.00	11	21109.00	5	2707.50			
	CLEVELAND MN 56017																				
11.035.2500	CLEM L TRAXLER	NWNE	35	111	25	40.00	8759.00	80	7007.20	455.55				4	7676.00	2	1083.00				
	39108 261ST AVE	SWNE	35	111	25	20.00	21833.50	90	19650.15	1277.49			1	2691.00	8	15352.00	7	3790.50			
	LE SUEUR MN 56058																				
11.035.2600	MEGAN HOLICKY ETAL	SWNE	35	111	25	20.00	30887.00	96	29651.52	1927.70			1	2691.00	13	24947.00	6	3249.00			
	20606 360TH ST	SENE	35	111	25	20.00	541.50	80	433.20	28.16							1	541.50			
	LE CENTER MN 56057																				
11.035.5100	MEGAN HOLICKY ETAL	NESE	35	111	25	40.00	1083.00	80	866.40	56.33							2	1083.00			
	20606 360TH ST	NWSE	35	111	25	40.00	15304.50	90	13774.05	895.47				6	11514.00	7	3790.50				
	LE CENTER MN 56057																				
11.035.7500	RUSSELL T & JUDY B LLOYD	NESW	35	111	25	40.00	30003.50	95	28503.33	1853.05			1	2691.00	10	19190.00	15	8122.50			
	26882 400TH ST	NWSW	35	111	25	40.00	1083.00	95	1028.85	66.89							2	1083.00			
	CLEVELAND MN 56017																				

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 52  
2017 REDETERMINATION OF BENEFITS

ROAD AUTHORITY

LOCATION LENGTH  
(FEET)

GROSS BENEFITS	PROXIMITY RATE	NET BENEFITS	MAINT COST
1950.75	100	1950.75	126.82
1032.00	100	1032.00	67.09
844072.25		766109.11	49808.09
2982.75		2982.75	193.91
847055.00		769091.86	50000.00

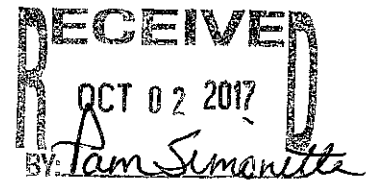
"A"	SOILS	"B"	SOILS	"C"	SOILS	"D"	SOILS
BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE	BENEFIT %	BENEFIT VALUE
per foot	28.40		11.40		2.85		0.60
				30	1308.15	70	642.60
						100	1032.00
33	44.5	242.5		223.5			543.5

State of Minnesota  
Department of Transportation  
2120 Basset Drive  
Mankato, MN 56001

Trunk Hwy # 112  
North of 35 111 25 1530  
North of 35 111 25 1720  
  
LAND BENEFITS  
ROAD BENEFITS  
TOTAL BENEFITS

SEEDING AREA 7.00  
SEEDING DAMAGES 45180.00

Le Sueur County Drainage Authority:



RE: Le Sueur County  
County Ditch No. 52  
2017 Redetermination of Benefits

September 13, 2017

In accordance with the Minnesota Statute 103E.315 law, we herewith submit the following Viewers' Report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is, therefore, based upon a comparison of the conditions that would have existed prior to the ditch system's construction with those that do exist with the drainage system in a reasonable state of repair.

Le Sueur County Ditch No. 52 was originally established and constructed in 1950. The ditch system consists of an open ditch and tile drainage system. The outlet of the system Natural stream and then the Le Sueur Creek. The system provides an outlet for lands in Sections 26, 27, 34 and 35 in Sharon Township in Le Sueur County.

Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that we were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil Survey Manuals and Maps of Le Sueur County
2. GIS photos and data
3. Minnesota LiDAR
4. Yield averages and production costs taken from Minnesota State College and University Farm Management Records
5. Sales data from the Le Sueur County Assessor's office
6. Visual inspection of each 40-acre tract

Land classification benefit values are based upon an increase in the potential for agricultural production as a result of constructing the drainage project and reconciled with sales value increases. Existing individual land management practices were not considered. All present land use was evaluated under estimated best land management practice. Special consideration was given to areas, which were considered to be in a native/non-converted condition or identified as wetlands under wetlands inventory and restricted from drainage by state or federal regulations. State owned properties were considered for the purpose it is held.

No direct consideration was given to structure values within the watershed.



Potential benefit is the difference between the:

#### Valuation Prior To Drainage

Beginning land use, property value, and economic productivity have been determined with the consideration that the benefited properties within the watershed currently do not have an adequate outlet for artificial drainage.

"A" Standing water or cattails, wetland classification with a market value for agricultural purposes of \$0.00 per acre, economic productivity of \$0.00.

"B" Seasonally flooded/pasture ground. Pasture classification with a market value of \$1000.00 to \$1500.00 per acre, economic productivity of \$75.00 based on grazing days and/or hay values.

"C" Wet subsoil -- marginal crop land, low to medium crop land classification with a market value of \$4000.00 to \$5000.00 per acre, annual economic productivity of \$488.00 based upon average annual yield of 80 % of optimum with \$347.11 production costs.

"D" Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. Medium to high cropland classification with a market value of \$4500.00 to \$6000.00 per acre, annual economic productivity of \$579.50 based upon average annual yield of 95 % of optimum with \$347.11 production costs.

#### Valuation with NRCS Guideline Drainage

Potential land use, property value, and an economic productivity, after public and private drainage have been installed as per NRCS design standard as recommended in the Minnesota Drainage Guide, using current crop rotation, income, and expense.

"A" Drained slough area, medium classification land with a market value of \$4500.00 to \$5500.00 per acre, economic productivity of \$561.20 based upon average production of 92% of optimum \$347.11 production costs.

"B" Well drained ground, high land classification with a market value of \$5500.00 to \$6500.00 per acre, economic productivity of \$585.60 based upon average annual production of 96 % of optimum with \$347.11 production costs.

"C" Well drained ground, best land classification with an estimated market value of \$6500.00 to \$7500.00 per acre, economic productivity of \$610.00 based upon average annual production of 100 % of optimum with \$347.11 production costs.

"D" Well drained ground, high land classification with improved farmability and market value of \$5500.00 to \$7500.00 per acre. Economic productivity of \$603.90 based upon average production of 99% of optimum with \$347.11 production costs.

Road benefits were determined with consideration of the reduced construction and maintenance costs that were realized after construction of the drainage system. No tile benefits were given as the footage was minimal.

Utilizing these productive values, potential benefit values were determined for the system based upon a 25-year effective life, with proper maintenance, private improvement cost depreciated over the same 25-year period, and a market derived capitalization rate of 0.5%. Adjustment was made to each land class based upon consideration of the change in hydraulic capacity and the subsequent increased productivity that the construction of the drainage system provided. Benefit values were rounded off for ease of computation.

Example: "B" Benefits per Acre	
Potential productivity Value	\$585.60
Production Cost	-347.11
Beginning Productivity Value	<u>- 75.00</u>
Change in Productivity Value	163.49
Private Improvement (\$900/25) (Waterway or tile)	<u>-36.00</u>
Annual Benefit Value	\$127.49

\$127.49 x 25 years, discounted @ 0.5% = \$2989.08 (\$2990.00)

The ditch system does not have adequate size and capacity to meet NRCS recommended capacities for open ditch agricultural drainage. Adjustment to the potential benefit value is made by the application of an efficiency rate. This rate reflects the viewers’ determination of that portion of the potential benefit currently being provided by the existing Ditch System, with consideration of the substandard size. It has been assumed that, although the drainage system capacity varies between the tile branches, the drainage system provides an outlet of equal capacity to all properties within the watershed. A proximity rate adjustment has been applied to reflect a parcels location in relationship to the constructed system.

This value was then applied to the number of acres determined to be in each class per tract. Adjustment to potential benefit was given for the proximity from the public drainage system. This was done to allow for construction of public or private laterals to provide an adequate outlet to each land tract.

Damages have been given for the easement acquisition for the area required to establish the one-rod seeding area adjacent to the channel required by Minnesota Statute No. 103E.021. The lands taken are considered as a permanent easement only and will be restricted from use for commodity crop production. The damage value is our opinion of the difference between the current land value and the value of the same lands with the easement in place. Additional damages have been given for the temporary easement necessary for the repair of the existing open ditch.

Respectfully submitted,

\_\_\_\_\_  
Ron Ringquist

\_\_\_\_\_  
Bill Anderson

\_\_\_\_\_  
Allen Kerber

LE SUEUR COUNTY  
COUNTY DITCH NO. 52  
2017 REDETERMINATION OF BENEFITS

INCOME APPROACH TO VALUE WORKSHEET

PRODUCTION INCOME

CROP PLANTED	AVERAGE YIELD	SALES VALUE	GROSS INCOME	ROTATION PERCENTAGE	ADJUSTED INCOME
CORN	180 BU	4.00	720.00	50	360.00
SOYBEANS	50 BU	10.00	500.00	50	250.00
					610.00

DIRECT PRODUCTION EXPENSE

CROP PLANTED	PRODUCTION COST	ROTATION PERCENTAGE	ADJUSTED EXPENSE
CORN	466.59	50	233.30
SOYBEANS	227.63	50	113.82
			347.11

BENEFIT VALUE CALCULATION

PRODUCTION CAPABILITY BASED UPON CONSTRUCTED DRAINAGE SYSTEM  
MEETING N.R.C.S. OPEN DITCH GUIDE LINE DESIGN

LAND CLASS	"A"	"B"	"C"	"D"
% PRODUCTION	92.0%	96.0%	100.0%	99.0%
GROSS INCOME	561.20	585.60	610.00	603.90
PRODUCTION COST	347.11	347.11	347.11	347.11
NET INCOME	214.09	238.49	262.89	256.79
PREVIOUS INCOME	0.00	75.00	156.89	188.39
INCREASED INCOME	214.09	163.49	122.00	24.40
PVT TILE COST	36.00	36.00	36.00	0.00
NET ANNUAL INCREASE	178.09	127.49	86.00	24.40
CAPITALIZED FOR 25 YEARS @ 0.5 %	4175.43	2989.08	2016.32	572.07
BENEFIT VALUE	\$4180.00	\$2990.00	\$2020.00	\$570.00

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 69

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 69

**Findings and Order Adopting  
Redetermined Benefits**

At a public hearing conducted by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 69 (CD 69), on December 12, 2017, continued from November 30, 2017, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Order:

**Findings:**

1. CD 69 was originally established and constructed in 1964.
2. The ditch system consists of an open ditch drainage system.
3. CD 69 outlets to Renneberg Lake in section 15 of Derrynane Township. Renneberg Lake outlets to CD 28.
4. The system provides an outlet for lands in Sections 13, 14, 23, 24 and 25 in Derrynane Township, Le Sueur County.
5. Benefits and damages for CD 69 had not been redetermined since original establishment.
6. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed for CD 69, the Drainage Authority ordered a redetermination of benefits and appointed Ron Ringquist, Bill Anderson and Allan Kerber as viewers for the redetermination of benefits.
7. Upon taking their oath, the viewers initiated a redetermination of benefits according statutes chapter 103E.
8. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321. Under section 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.

[15741-0026/2211660/1]

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9. The viewers completed their report which included a benefits and damages statement on October 2, 2017, for all property affected by the drainage project and filed their report with the Drainage Authority.
10. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
11. Property Owners' Reports were mailed on November 13, 2017.
12. Notice of the hearing was posted not later than November 13, 2017, at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
13. Notice of the hearing was published on November 9, 16 and 23, 2017 in Montgomery Messenger and New Prague Times, legal newspapers in general circulation in the area of CD 69.
14. Notice of the hearing was mailed within one week after the first publication, but not later than November 13, 2017, to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the MDNR.
15. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
16. The final hearing on the viewers' redetermination of benefits was held on November 30, 2017, and continued to December 12, 2017.
17. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 69.
18. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 69.
19. No members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.
20. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment; direct staff to prepare findings and an order

[15741-0026/2211660/1]

consistent with the proceedings, that the draft findings and order be written to affect adoption of the determined benefits and confirmation of the viewers' reports; and continue the hearing to the Board's regular meeting on Tuesday, December 12, 2017, at 11:00 a.m. in the Commissioners' Room of the Le Sueur County Courthouse, or by adjournment to an appropriate time on the Board's agenda, at which meeting the Board will consider findings and an order as discussed.

21. The Viewers' Report is attached as Exhibit A.
22. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
23. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.
24. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
25. The viewers used maps, LiDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.
26. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
27. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
28. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.
29. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.

30. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
31. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
32. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
33. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
34. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
35. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
36. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
37. The viewers' account of work has been filed with the drainage authority.
38. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
39. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

**Order:**

- A. The redetermined benefits on CD 69, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were \_\_\_ yes and \_\_\_ no (Commissioner Connelly absent).

Upon vote, the Board Chair declared the Resolution passed and the findings and order adopted.

Dated this 12<sup>th</sup> day of December, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 69

By \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
County Administrator

[15741-0026/2211660/1]

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LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

RECEIVED  
OCT 02 2017  
By: Pam. Simonette

										Maintenance cost	100000.00	\$4,180.00 75% \$3,135.00		\$2,920.00 95% \$2,774.00		\$2,020.00 100.00% \$2,020.00		\$570.00 100.00% \$570.00		5000.00		NONBENEFITEL
PARCEL							GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	OR RESTRICTED	
NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	WETLAND ACRES	
03.013.0200	JOHN J HOEFS	SWNW	13	112	24	35.00	50826.00	90	45743.40	4222.11			4	11096.00	16	32320.00	13	7410.00	0.22	1100.00		
03.013.0200		SEW	13	112	24	40.00	14509.00	90	13058.10	1205.26	1	3135.00	1	2774.00	2	4040.00	8	4560.00				
03.013.0200	29354 195TH AVE	NWSW	13	112	24	10.00	25754.00	100	25754.00	2377.09	6	18810.00	1	2774.00	1.5	3030.00	2	1140.00			0.50	
	NEW PRAGUE MN 56071	NESW				0.66	1010.00	90	909.00	83.90					0.5	1010.00						
03.013.0300	JERALD A SOTEBEER	SWNW	13	112	24	5.00	1140.00	85	969.00	89.44							2	1140.00			2.00	
	30345 201ST AVE																					
	NEW PRAGUE MN 56071																					
03.013.5000	THOMAS A & CHARLOTTE ILLG	NESW	13	112	24	39.34	56377.00	100	56377.00	5203.59	7	21945.00	3	8322.00	7	14140.00	21	11970.00	0.33	1650.00	1.00	
03.013.5000		NWSE	13	112	24	26.50	15540.00	90	13986.00	1290.91					6	12120.00	6	3420.00				
03.013.5000	19548 310TH ST	SWSE	13	112	24	10.00	5750.00	90	5175.00	477.65					2	4040.00	3	1710.00			1.00	
	NEW PRAGUE MN 56071																					
03.013.5100	THOMAS A & CHARLOTTE ILLG	SWSE	13	112	24	10.00	570.00	95	541.50	49.98							1	570.00			2.00	
	19548 310TH ST																					
	NEW PRAGUE MN 56071																					
03.013.7500	LONNIE L WEBB	NWSW	13	112	24	10.00	11684.00	98	11450.32	1056.86			1	2774.00	3	6060.00	5	2850.00				
	% DAVID WEBB																					
	20395 320TH ST																					
	NEW PRAGUE MN 56071																					
03.013.7600	RYAN J & DANA KLEIN	NWSW	13	112	24	3.26	570.00	100	570.00	52.61							1	570.00	0.34	1700.00	2.26	
	30753 201ST AVE																					
	NEW PRAGUE MN 56071																					
03.013.7700	LONNIE L WEBB	NWSW	13	112	24	16.70	27182.00	100	27182.00	2508.90	4	12540.00	3	8322.00	2	4040.00	4	2280.00	1.12	5600.00	3.00	
	% DAVID WEBB																					
	20395 320TH ST																					
	NEW PRAGUE MN 56071																					
03.013.7800	ALLEN R & CAROL M WEBB	SWSW	13	112	24	19.85	13210.00	98	12945.80	1194.90					4	8080.00	9	5130.00			4.00	
	14200 QUENTIN AVE S																					
	SAVAGE MN 55378																					
03.013.7900	DAVID M & NANCY I WEBB	SWSW	13	112	24	19.99	20255.00	100	20255.00	1869.53					6.5	13130.00	12.5	7125.00	0.19	950.00	0.49	
	20395 320TH ST																					
	NEW PRAGUE MN 56071																					

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 69 2017 REDETERMINATION OF BENEFITS											Maintenance cost 100000.00		"A" \$4,180.00 75% \$3,135.00		"B" \$2,820.00 95% \$2,774.00		"C" \$2,020.00 100.00% \$2,020.00		"D" \$570.00 100.00% \$570.00		5000.00		NONBENEFITET
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	DAMAGE VALUE	OR RESTRICTE WETLAND ACRI		
03.013.8000	TERRANCE KIMMET & KENNETH KIMMET 21618 320TH ST LE CENTER MN 56057	SESW	13	112	24	40.00	67256.00	100	67256.00	6207.72	8	25080.00	4	11096.00	12	24240.00	12	6840.00	1.31	6550.00	3.00		
03.014.0100	JAMES E WALKER TRUST  21031 300TH ST NEW PRAGUE MN 56071	NENW	14	112	24	40.00	1710.00	10	171.00	15.78							3	1710.00					
03.014.2500	JOHN L & VIOLET M PATTERSON  30302 201ST AVE NEW PRAGUE MN 56071	SENE	14	112	24	34.00	23930.00	40	9572.00	883.49					11	22220.00	3	1710.00			14.00		
03.014.2600	ROMAN G & JEANNINE NYTES  29724 201ST AVE NEW PRAGUE MN 56071	SENE	14	112	24	6.00	1710.00	35	598.50	55.24							3	1710.00					
03.014.2700	PETER F & MARY M NYTES TRUST	NWNE	14	112	24	30.65		15													24.00		
03.014.2700	611 REED ST N WATERVILLE MN 56096	SWNE	14	112	24	40.00		20													39.00		
03.014.5000	LONNIE L WEBB	NESE	14	112	24	15.00	13210.00	25	3302.50	304.82					4	8080.00	9	5130.00	0.52	2600.00	2.00		
03.014.5000	% DAVID WEBB 20395 320TH ST NEW PRAGUE MN 56071	NWSE	14	112	24	26.00	16990.00	25	4247.50	392.04					7	14140.00	5	2850.00	0.88	4400.00	1.00		
03.014.5010	DALE & SUSAN HARTMAN  30574 201ST AVE NEW PRAGUE MN 56071	NESE	14	112	24	2.00	1140.00	50	570.00	52.61							2	1140.00					
03.014.5100	DALE & SUSAN HARTMAN  30574 201ST AVE NEW PRAGUE MN 56071	NESE	14	112	24	3.00	570.00	50	285.00	26.31							1	570.00			1.00		
03.014.5200	MATTHEW P & BARBARA A STUART  30664 201ST AVE NEW PRAGUE MN 56071	NESE	14	112	24	2.66	570.00	75	427.50	39.46							1	570.00	0.06	6.00	1.00		

2017 REDETERMINATION OF BENEFITS											Maintenance cost		100000.00	"A"	"B"	"C"	"D."			5000.00	NONBENEFITEL	
													\$4,180.00	\$2,920.00	\$2,020.00	\$570.00						
													75%	95%	100.00%	100.00%						
													\$3,135.00	\$2,774.00	\$2,020.00	\$570.00						
PARCEL						IN		GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	DAMAGE	OR RESTRICTE		
NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	TRACT		BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	VALUE	WETLAND ACR		
03.014.5300	JUDITH H HAUER TRUST &	NESE	14	112	24	16.34		13084.00	75	9813.00	905.74			1	2774.00	2	4040.00	11	6270.00	0.83	4150.00	2.34
03.014.5300	ROBERT HAUER TRUST	NWSE	14	112	24	9.00		5440.00	25	1360.00	125.53			1	2020.00	6	3420.00					1.00
03.014.5300	215 7TH AVE SE	SWSE	14	112	24	5.00		570.00	20	114.00	10.52					1	570.00					
03.014.5300	NEW PRAGUE MN 56071	SESE	14	112	24	20.00		15490.00	70	10843.00	1000.81				4	8080.00	13	7410.00				
03.014.5600	TIMOTHY M & THERESA LARSON	SESE	14	112	24	15.00		570.00	96	547.20	50.51					1	570.00					
	30882 201ST AVE																					
	NEW PRAGUE MN 56071																					
03.014.5700	GARTH A & SHERYL WEIDALL	SESE	14	112	24	1.30		570.00	15	85.50	7.89					1	570.00					1.00
	30872 201ST AVE																					
	NEW PRAGUE MN 56071																					
03.023.2500	DAVID E & TERESA HAGENE	NENE	23	112	24	31.96		4560.00	60	2736.00	252.53					8	4560.00					
03.023.2500	31438 201ST AVE	SENE	23	112	24	34.77		1710.00	55	940.50	86.81					3	1710.00					
	NEW PRAGUE MN 56071																					
03.023.2700	MARVIN D & JANICE A LARSON	NENE	23	112	24	8.04		570.00	60	342.00	31.57					1	570.00					
	31068 201ST AVE																					
	NEW PRAGUE MN 56071																					
03.023.5000	DANIEL J SULLIVAN	NESE	23	112	24	20.00		6010.00	75	4507.50	416.04					1	2020.00	7	3990.00			
03.023.5000	30095 151ST AVE	SESE	23	112	24	40.00		25514.00	75	19135.50	1766.21			1	2774.00	9	18180.00	8	4560.00			
	NEW PRAGUE MN 56071																					
03.023.5200	JAMES L & RUTH A NYTES TRUST	NESE	23	112	24	20.00		570.00	65	370.50	34.20					1	570.00					1.00
	32855 FORT RD																					
	HENDERSON MN 56044																					
03.024.0100	THOMAS A & CHARLOTTE ILLG	NWNW	24	112	24	36.50		48857.00	90	43971.30	4058.55	1	3135.00	3	8322.00	14	28280.00	16	9120.00	0.85	4250.00	
03.024.0100	19548 310TH ST	SWNW	24	112	24	38.50		61928.00	100	61928.00	5715.95	3	9405.00	4.5	12483.00	17	34340.00	10	5700.00			2.00
	NEW PRAGUE MN 56071																					
03.024.0200	MATTHEW & HANNAH SEIFERT	NWNW	24	112	24	3.50		2590.00	85	2201.50	203.20					1	2020.00	1	570.00			1.00
	19905 310TH ST																					
	NEW PRAGUE MN 56071																					

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

							Maintenance cost 100000.00				"A"		"B"		"C"		"D."				
											\$4,180.00		\$2,920.00		\$2,020.00		\$570.00				
											75%		95%		100.00%		100.00%				
											\$3,135.00		\$2,774.00		\$2,020.00		\$570.00				
PARCEL	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS	PROXIMITY	NET	MAINT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	BENEFIT	SEEDING	5000.00	NONBENEFIT
NUMBER							BENEFIT	RATE	BENEFIT	COST	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	AREA	DAMAGE	OR RESTRICTED WETLAND ACRES
03.024.0300	ANTHONY J BEER	SWNW	24	112	24	1.50	570.00	100	570.00	52.61							1	570.00			0.50
03.024.0300		SESW	24	112	24	40.00	67339.00	100	67339.00	6215.38	7	21945.00	6	16644.00	10	20200.00	15	8550.00	1.06	5300.00	2.00
03.024.0300	1225 LE CENTER ST	NESW	24	112	24	40.00	60281.00	97	58472.57	5397.01	1	3135.00	4	11096.00	18	36360.00	17	9690.00			
03.024.0300	LE CENTER MN 56057	NWSW	24	112	24	40.00	69544.00	100	69544.00	6418.91	10	31350.00	6	16644.00	7	14140.00	13	7410.00	1.10	5500.00	2.00
03.024.2500	WESTERN CATHOLIC COMMUNITY	NENE	24	112	24	40.00	4040.00	80	3232.00	298.31					2	4040.00					
03.024.2500		NWNE	24	112	24	11.00	15280.00	85	12988.00	1198.79					7	14140.00	2	1140.00			
03.024.2500	20087 HUB DR	SWNE	24	112	24	4.00	6630.00	85	5635.50	520.16					3	6060.00	1	570.00			
03.024.2500	NEW PRAGUE MN 56071	SENE	24	112	24	15.00	2590.00	80	2072.00	191.25					1	2020.00	1	570.00			
03.024.2600	ANTHONY J BEER	SWNE	24	112	24	25.00	36838.00	95	34996.10	3230.14	2	6270.00	2	5548.00	9	18180.00	12	6840.00			
03.024.2600		SENE	24	112	24	25.00	9790.00	80	7832.00	722.89					4	8080.00	3	1710.00			
	1225 LE CENTER ST																				
	LE CENTER MN 56057																				
03.024.2700	TERRANCE KIMMET KENNETH KIMMET	NWNE	24	112	24	29.00	34240.00	95	32528.00	3002.33					13	26260.00	14	7980.00			1.00
03.024.2700		SWNE	24	112	24	11.00	22723.00	95	21586.85	1992.46	3	9405.00	2	5548.00	3	6060.00	3	1710.00			
03.024.2700	21618 320TH ST	NENW	24	112	24	40.00	50332.00	100	50332.00	4645.64			3	8322.00	16	32320.00	17	9690.00	0.98	4900.00	3.00
	LE CENTER MN 56057																				
03.024.5100	GARY F & SUSAN F ODENTHAL	SWSE	24	112	24	1.00	570.00	85	484.50	44.72							1	570.00			
	32226 169TH AVE																				
	NEW PRAGUE MN 56071																				
03.024.5110	GARY F & SUSAN F ODENTHAL	NWSE	24	112	24	40.00	39420.00	85	33507.00	3092.69					15	30300.00	16	9120.00			
03.024.5110		SWSE	24	112	24	39.00	33963.00	90	30566.70	2821.30	1	3135.00	2	5548.00	8	16160.00	16	9120.00			1.00
	32226 169TH AVE																				
	NEW PRAGUE MN 56071																				
03.024.7500	DALE E HUBER	SWSW	24	112	24	40.00	71999.00	100	71999.00	6645.50	7	21945.00	6	16644.00	14	28280.00	9	5130.00	0.11	550.00	
03.024.7500		SESW	24	112	24	40.00	62459.00	95	59336.05	5476.71	1	3135.00	6	16644.00	20	40400.00	4	2280.00			7.00
	19786 320TH ST																				
	NEW PRAGUE MN 56071																				
03.025.0100	THEODORE L & KECIA M THOMASON	NENW	25	112	24	10.00	1710.00	70	1197.00	110.48							3	1710.00			
	19763 320TH ST																				
	NEW PRAGUE MN 56071																				
03.025.2500	ELIZABETH L FRANEK	NWNE	25	112	24	38.00	5700.00	80	5700.00	526.11							-20	5700.00			
03.025.2500		SWNE	25	112	24	3.34	285.00	70	285.00	26.31							-1	285.00			
	19333 320TH ST																				
	NEW PRAGUE MN 56071																				

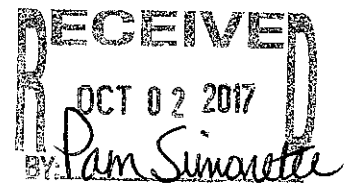
LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

COUNTY DITCH NO. 69 2017 REDETERMINATION OF BENEFITS										Maintenance cost		100000.00		"A"		"B"		"C"		"D."				
														\$4,180.00		\$2,920.00		\$2,020.00		\$570.00				
														75%		95%		100.00%		100.00%				
														\$3,135.00		\$2,774.00		\$2,020.00		\$570.00				
PARCEL NUMBER	NAME	DESCRIPTION	SEC	T-N	R-W	IN TRACT	GROSS BENEFIT	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	SEEDING AREA	5000.00 DAMAGE VALUE	NONBENEFITED OR RESTRICTED WETLAND ACRES			
03.025.2550	RICHARD T & LINDA C FRANEK JR	NWNE	25	112	24	2.00	570.00	70	570.00	52.61							1	570.00			1.00			
	19407 320TH ST NEW PRAGUE MN 56071																							
03.025.2600	TODD R & PEGGY A SULLIVAN	SWNE	25	112	24	17.66	1140.00	70	1140.00	105.22							-4	1140.00						
	33244 245TH AVE LE CENTER MN 56057																							
03.025.2800	DALE E HUBER	SWNE	25	112	24	20.00	5700.00	60	3420.00	315.67							10	5700.00			3.00			
	19786 320TH ST NEW PRAGUE MN 56071																							

LE SUEUR COUNTY, MINNESOTA  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

ROAD AUTHORITY	LOCATION	LENGTH (FEET)	GROSS BENEFITS	PROXIMITY RATE	NET BENEFITS	MAINT COST	"A" BENEFIT %	SOILS BENEFIT VALUE	"B" BENEFIT %	SOILS BENEFIT VALUE	"C" BENEFIT %	SOILS BENEFIT VALUE	"D" BENEFIT %	SOILS BENEFIT VALUE	BENEFIT VALUE
LE SUEUR COUNTY HIGHWAY DEPARTMENT	CSAH No 28						per foot	28.40		11.40		2.85		0.60	
	North of	25 112 24 4100	8364.00	100.00	8364.00	772.00			5	2337.00	40	4674.00	55	1353.00	200.00
	CSAH No 31														
	East of	14 112 24 3380	5374.20	100.00	5374.20	496.04			5	1926.60	20	1926.60	75	1521.00	
DERRYNANE TOWNSHIP	East of	23 112 24 4930	11055.53	100.00	11055.53	1020.42			10	5620.20	25	3512.63	65	1922.70	
	310th Street		21.60				per foot	14.20		5.70		1.40		0.30	
	North of	24 112 24 3200	3056.00	100	3056.00	282.07			5	912.00	35	1568.00	60	576.00	
LAND BENEFITS			1163209.00		1055574.89	97429.47	38		5.5		106		196		
ROAD BENEFITS			27871.33		27849.73	2570.53									
TOTAL BENEFITS			1191080.33		1083424.62	100000.00									

SEEDING AREA 4.10  
SEEDING DAMAGES 20500.00



Le Sueur County Drainage Authority:

RE: Le Sueur County  
County Ditch No. 69  
2017 Redetermination of Benefits

September 13, 2017

In accordance with the Minnesota Statute 103E.315 law, we herewith submit the following Viewers' Report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is, therefore, based upon a comparison of the conditions that would have existed prior to the ditch system's construction with those that do exist with the drainage system in a reasonable state of repair.

Le Sueur County Ditch No. 69 was originally established and constructed in 1964. The ditch system consists of an open ditch and tile drainage system. The drainage system has had necessary maintenance. The outlet of the system is Le Sueur County Ditch No. 28. The system provides an outlet for lands in sections 13, 14, 23, 24, and 25 in Derrynane Township, in Le Sueur County.

Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that we were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil Survey Manuals and Maps of Le Sueur County
2. GIS photos and data
3. Minnesota LiDAR
4. Yield averages and production costs taken from Minnesota State College and University Farm Management Records
5. Sales data from the Le Sueur County Assessor's office
6. Visual inspection of each 40-acre tract

Land classification benefit values are based upon an increase in the potential for agricultural production as a result of constructing the drainage project and reconciled with sales value increases. Existing individual land management practices were not considered. All present land use was evaluated under estimated best land management practice. Special consideration was given to areas, which were considered to be in a native/non-converted condition or identified as wetlands under wetlands inventory and restricted from drainage by state or federal regulations. State owned properties were considered for the purpose it is held.

No direct consideration was given to structure values within the watershed.

Potential benefit is the difference between the:

#### Valuation Prior To Drainage

Beginning land use, property value, and economic productivity have been determined with the consideration that the benefited properties within the watershed currently do not have an adequate outlet for artificial drainage.

"A" Standing water or cattails, wetland classification with a market value for agricultural purposes of \$0.00 per acre, economic productivity of \$0.00.

"B" Seasonally flooded/pasture ground. Pasture classification with a market value of \$1000.00 to \$1500.00 per acre, economic productivity of \$75.00 based on grazing days and/or hay values.

"C" Wet subsoil -- marginal crop land, low to medium crop land classification with a market value of \$4000.00 to \$5000.00 per acre, annual economic productivity of \$488.00 based upon average annual yield of 80 % of optimum with \$347.11 production costs.

"D" Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. Medium to high cropland classification with a market value of \$4500.00 to \$6000.00 per acre, annual economic productivity of \$579.50 based upon average annual yield of 95 % of optimum with \$347.11 production costs.

#### Valuation with NRCS Guideline Drainage

Potential land use, property value, and an economic productivity, after public and private drainage have been installed as per NRCS design standard as recommended in the Minnesota Drainage Guide, using current crop rotation, income, and expense.

"A" Drained slough area, medium classification land with a market value of \$4500.00 to \$5500.00 per acre, economic productivity of \$561.20 based upon average production of 92% of optimum \$347.11 production costs.

"B" Well drained ground, high land classification with a market value of \$5500.00 to \$6500.00 per acre, economic productivity of \$585.60 based upon average annual production of 96 % of optimum with \$347.11 production costs.

"C" Well drained ground, best land classification with an estimated market value of \$6500.00 to \$7500.00 per acre, economic productivity of \$610.00 based upon average annual production of 100 % of optimum with \$347.11 production costs.

"D" Well drained ground, high land classification with improved farmability and market value of \$5500.00 to \$7500.00 per acre. Economic productivity of \$603.90 based upon average production of 99% of optimum with \$347.11 production costs.

Road benefits were determined with consideration of the reduced construction and maintenance costs that were realized after construction of the drainage system. No tile benefits were given as the footage was minimal.

Utilizing these productive values, potential benefit values were determined for the system based upon a 25-year effective life, with proper maintenance, private improvement cost depreciated over the same 25-year period, and a market derived capitalization rate of 0.5%. Adjustment was made to each land class based upon consideration of the change in hydraulic capacity and the subsequent increased productivity that the construction of the drainage system provided. Benefit values were rounded off for ease of computation.

Example: "B" Benefits per Acre	
Potential productivity Value	\$585.60
Production Cost	-347.11
Beginning Productivity Value	<u>- 75.00</u>
Change in Productivity Value	163.49
Private Improvement (\$900/25)	<u>-36.00</u>
(Waterway or tile)	
Annual Benefit Value	\$127.49

\$127.49 x 25 years, discounted @ 0.5% = \$2989.08 (\$2990.00)

The ditch system does not have adequate size and capacity to meet NRCS recommended capacities for open ditch agricultural drainage. Adjustment to the potential benefit value is made by the application of an efficiency rate. This rate reflects the viewers’ determination of that portion of the potential benefit currently being provided by the existing Ditch System, with consideration of the substandard size. It has been assumed that, although the drainage system capacity varies between the tile branches, the drainage system provides an outlet of equal capacity to all properties within the watershed. A proximity rate adjustment has been applied to reflect a parcels location in relationship to the constructed system.

This value was then applied to the number of acres determined to be in each class per tract. Adjustment to potential benefit was given for the proximity from the public drainage system. This was done to allow for construction of public or private laterals to provide an adequate outlet to each land tract.

Damages have been given for the easement acquisition for the area required to establish the one-rod seeding area adjacent to the channel required by Minnesota Statute No. 103E.021. The lands taken are considered as a permanent easement only and will be restricted from use for commodity crop production. The damage value is our opinion of the difference between the current land value and the value of the same lands with the easement in place. Additional damages have been given for the temporary easement necessary for the repair of the existing open ditch.

Respectfully submitted,

\_\_\_\_\_  
 Ron Ringquist

\_\_\_\_\_  
 Bill Anderson

\_\_\_\_\_  
 Allen Kerber



LE SUEUR COUNTY  
COUNTY DITCH NO. 69  
2017 REDETERMINATION OF BENEFITS

INCOME APPRAOCH TO VALUE WORKSHEET

PRODUCTION INCOME

CROP PLANTED	AVERAGE YIELD	SALES VALUE	GROSS INCOME	ROTATION PERCENTAGE	ADJUSTED INCOME
CORN	180 BU	4.00	720.00	50	360.00
SOYBEANS	50 BU	10.00	500.00	50	250.00
					610.00

DIRECT PRODUCTION EXPENSE

CROP PLANTED	PRODUCTION COST	ROTATION PERCENTAGE	ADJUSTED EXPENSE
CORN	466.59	50	233.30
SOYBEANS	227.63	50	113.82
			347.11

BENEFIT VALUE CALCULATION

PRODUCTION CAPABILITY BASED UPON CONSTRUCTED DRAINAGE SYSTEM  
MEETING N.R.C.S. OPEN DITCH GUIDE LINE DESIGN

LAND CLASS	"A"	"B"	"C"	"D"
% PRODUCTION	92.0%	96.0%	100.0%	99.0%
GROSS INCOME	561.20	585.60	610.00	603.90
PRODUCTION COST	347.11	347.11	347.11	347.11
NET INCOME	214.09	238.49	262.89	256.79
PREVIOUS INCOME	0.00	75.00	156.89	188.39
INCREASED INCOME	214.09	163.49	122.00	24.40
PVT TILE COST	36.00	36.00	36.00	0.00
NET ANNUAL INCREASE	178.09	127.49	86.00	24.40
CAPITALIZED FOR 25 YEARS @ 0.5 %	4175.43	2989.08	2016.32	572.07
BENEFIT VALUE	\$4180.00	\$2990.00	\$2020.00	\$570.00



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 14**

**11:20 a.m. Darrell Pettis, County Administrator**

***RE: Miscellaneous***

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 15**

### **Commissioner Committee Reports**

**Staff Contact:**

# **Le Sueur County, MN**

**Tuesday, December 12, 2017**

**Board Meeting**

## **Item 16**

### **Future Meetings**

**Staff Contact:**

## Future Meetings December 2017 – January 2018

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### December 2017

<b>Tuesday, Dec. 12, 2017</b>	<b>Board Meeting, 9:00 a.m.</b> *CIP Public Hearing, 10:00 a.m. *Reconvene CD 19, 28, 42, 52 and 69 Hearing, 11:00 a.m.
Thursday, Dec. 14, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
<b>Tuesday, Dec. 19, 2017</b>	<b>Board Meeting, 4:30 p.m.</b> * User Fees Public Hearing, 5:50 p.m. *2018 Budget and Levy Public Hearing 6:00 p.m.
Thursday, Dec. 21, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, Dec. 25, 2017	Offices Closed – Christmas Day
Tuesday, Dec. 26, 2017	No Board Meeting

### January 2018

Monday, Jan. 1	Offices Closed – New Year's Day
<b>Tuesday, Jan. 2</b>	<b>Board Meeting, 9:00 a.m.</b> *Board Reorganization, 9:00 a.m. *CHB Meeting in Waterville
Thursday, Jan. 11	P&Z Meeting, 7:00 p.m. at Environmental Services
Monday, Jan. 15	Offices Closed – Martin Luther King Jr. Day
<b>Tuesday, Jan. 16</b>	<b>Board Meeting, 9:00 a.m.</b>
Thursday, Jan. 18	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
<b>Tuesday, Jan. 23</b>	<b>Board Meeting, 9:00 a.m.</b> *9:15 a.m. CD 54 Redetermination and 9:30 a.m. Sanborn petition Public Hearings