



**GOODHUE COUNTY** MINNESOTA  
TO EFFECTIVELY PROMOTE THE SAFETY, HEALTH, AND WELL-BEING OF OUR RESIDENTS

**BOARD OF COMMISSIONERS  
AGENDA**

**COUNTY BOARD ROOM  
GOVERNMENT CENTER, RED WING**

**DECEMBER 13, 2022  
11:00 A.M.**

**SPECIAL SESSION COUNTY BOARD MEETING**

**VIRTUAL MEETING LINK**

**[HTTPS://MEET.GOTO.COM/305388901](https://meet.goto.com/305388901)**

**UNITED STATES (TOLL FREE): 1 877 309 2073  
UNITED STATES: +1 (646) 749-3129**

**ACCESS CODE: 305-388-901**

**OPENING OF PUBLIC HEARING - JASON MAJERUS, BOARD  
CHAIRPERSON**

**PURPOSE OF HEARING - KALE VAN BRUGGEN, DRAINAGE  
AUTHORITY ATTORNEY**

**OVERVIEW OF NOTICE REQUIREMENTS - LISA HANNI, ASSISTANT  
ADMINISTRATOR**

Documents:

[Ditch1BranchB-FinalHearing13Dec2022.pdf](#)

**ENGINEER'S COMPLETION OF CONSTRUCTION REPORT - CHRIS  
OTTERNESS, P.E. HOUSTON ENGINEERING INC.**

Documents:

[1568\\_001.pdf](#)

[Goodhue CD 1 Project Closeout.pdf](#)

## **PUBLIC COMMENT CONCERNING ACCEPTANCE OF CONTRACT**

### **BOARD ACTION**

Documents:

[Draft Findings and Order Accepting Improvement Contract CD 1.pdf](#)

### **ADJOURN PUBLIC HEARING**

### **AUDITOR'S REPORT**

Documents:

[CD1 Assessment Memo.pdf](#)

### **ASSESSMENT RESOLUTION**

Documents:

[Resolution Certifying Ditch Assessments.pdf](#)

### **ADJOURN**

# Goodhue County Land Use Management

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

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Building | Planning | Zoning  
Telephone: 651.385.3104  
Fax: 651.385.3106



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Environmental Health | Land Surveying | GIS  
Telephone: 651.385.3223  
Fax: 651.385.3098

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TO: Goodhue County Board of Commissioners  
FROM: Lisa M. Hanni, LUM Director / County Surveyor / County Recorder  
DATE: December 13, 2022 County Board Special Meeting  
RE: Final Hearing on the Petition for Improvement to Goodhue County Ditch 1

## **Summary:**

On February 1, 2022, the County Board approved the construction bid for Branches A, B, C, D for Goodhue County Ditch 1 to Ellingson Drainage, Inc. The construction has been completed on all the Branches, and we received the Final Engineers Report for Branch B.

Engineer: Chris Otterness, Houston Engineering, Inc.  
Attorney: Kale Van Bruggen, Rinke-Noonan

## **Background:**

The County received the Final Engineer's Report on November 16, 2022.

Public Hearing notices for this meeting were advertised in the Zumbrota Record on November 23, 2022, November 30, 2022, and December 7, 2022.

The landowners also were mailed individual notices of this meeting on November 29, 2022.

## **Recommendation:**

Staff and consultants recommend that the County Board:

- 1) Adopt the Findings and Testimony into the record and approve the attached resolution concerning the Improvement to County Ditch 1; and
- 2) Approve an interest rate and schedule options for landowners payment to the Ditch Fund for Repair and Improvement of County Ditch 1.

# Technical Memorandum

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**To:** Lisa Hanni and Chris Fritz  
Goodhue County

**From:** Chris Otterness, PE  
Lisa Odens, PE  
Houston Engineering, Inc.

**Subject:** Final Acceptance of the Goodhue County Ditch 1 Tile Repair and Improvement Project

**Date:** November 29, 2022

**Project:** 6400-0004

## INTRODUCTION

The purpose of this report is to certify final project acceptance and recommend final payment for the Goodhue County Ditch (CD) 1 Tile Repair and Improvement Project near Kenyon, MN. Minnesota Statute 103E.555 details specific requirements for the completion of public drainage system projects: *"When a contract is completed, the engineer shall make a report to the drainage authority showing the contract price, the amount paid on certificates, the unpaid balance, and the work that is completed under the contract."* The following memorandum is intended to fulfill the requirements of this statute and provide a fiscal summary of the project.

## PROJECT ROLES

The following is a summary of the individuals provide service and oversight related to the completion of this contract:

Engineer-of-Record:	Chris Otterness, P.E.(HEI)
Project Manager:	Lisa Odens, P.E. (HEI)
Construction Observer:	Cait Caswell (HEI)
On-site Drainage Authority Representative	Chris Fritz (Goodhue SWCD)
Contractor (Prime):	Ellingson Companies

## CONTRACT SUMMARY

Amount of original contract dated 9/29/2017:	\$ 171,964.40
Change Order #1 dated 7/27/2022:	\$ 559.86
Change Order #2 dated 8/1/2022:	\$ 5,090.07
<u>Change Order #3 dated 11/2/2022:</u>	<u>\$ 550.00</u>
Final Contract Amount:	\$ 178,164.33

## PROJECT UPDATE

Ellingson companies has completed all work within the contract. Construction observation completed by HEI staff and supplemented by Goodhue County staff indicate that all project contract items have been fully completed consistent with the project plans and specifications. The Contractor has provided the proper documentation required for project closeout, including IC-134 forms and lien waivers from subcontractors and suppliers (**Attachment C**). HEI has prepared a record drawing of the project and provided it to Goodhue County staff.

## DAMAGES

An estimate of land area subject to damages within the construction footprint was included in the Final Engineer's Report (FER). Based on the areas provided in the FER, the Viewers Report then estimated a damage cost for each landowner.

Prior to construction, County staff coordinated with landowners regarding the upcoming work limits. Landowners all elected to plant through the anticipated work area, understanding that crop within the work area may be subject to damage. HEI then staked the work area (generally a corridor 100' in width) prior to construction. At the start of construction, Ellingson mowed the entire work limits area, to facilitate traversing through the project corridor and to clearly demarcate the construction limits for staff. This mowing operation was in compliance with the construction specifications. The work that followed to complete the construction contract did not require the use of the entire staked/mowed work limits.

On November 1, 2022, Jon Houglum submitted a claim (via email) of damages of \$3,793 to crops planted on his property (See **Attachment D**). The damages are based on 1.5 acres, at 225 to 245 bushels per acre, at \$6.20 per bushel. Mr. Houglum contends that although the damaged acres were within the work limits, the area damaged was not necessary to be completed for the work.

While we empathize with Mr. Houglum's lost crop, the area damaged was within the work limits identified as likely to be damaged. To obtain the best construction prices, it is important not to confine the contractor to too narrow of a work area or place other undue restrictions on the contractor. This is why the plans indicated a 100' width for the work area, and provided discretion for the contractor to work within that area. The work area is consistent with the damage area identified within the FER and damage payments recommended within the Viewer's Report, and any additional damages paid in this area would be duplicative.

Therefore, we recommend that final damages paid to landowners by the Drainage Authority be consistent with the damages indicated in the Viewers Report, and that no additional damages be paid.

The County Board should consider the recommendations provided herein and any subsequent claims presented prior to or at the project closeout hearing. This memorandum is advisory, and the County Board may choose an alternative damages payment method or amount.

## PAYMENT RECOMMENDATION

Ellingson Companies has applied for final payment for work completed on the CD 1 Tile Repair and Improvement Project. We have reviewed the completed quantities submitted by Ellingson Companies. The attached tabulation shows quantities as submitted by Ellingson and the quantities recommended for payment.

The following is a summary of payment:

Original Contract Amount	\$ 171,964.40
Change Orders	\$ 6,199.93
Amended Contract Amount	\$ 178,164.33
Work completed on Lateral B Improvement	\$ 92,308.42
Work completed on Lateral A, C and D Repair	\$ 97,868.00
Total work completed	\$ 190,176.41
Retainage (5%)	\$ 0.00
Partial Payment 1	\$ 80,161.56
Partial Payment 2	\$ 44,386.26
Recommended Final Payment:	\$ 65,628.59

## COMPLETION OF CONTRACT

We recommend that the drainage authority (Goodhue County) accept the completion of the project and the contract with Ellingson Companies. We further recommend release of retainage and final payment in the amount of \$65,628.59, payable to Ellingson Companies. We recommend the Drainage Authority apply damage payments as indicated in the Viewer's Report.

### ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Chris Ottemess, P.E. Houston Engineering, Inc. MN Reg. #41961

Signature: 

Date: November 8, 2022



## SUMMARY OF ATTACHMENTS

- Attachment A: Partial Payment Certification
- Attachment B: Tabulation of HEI Recommended Quantities
- Attachment C: Contractor IC-134 and Release of Lien Waivers
- Attachment D: Damages Submittal



## ATTACHMENT A: PARTIAL PAYMENT CERTIFICATION



**SECTION 00920  
PARTIAL PAYMENT CERTIFICATION**

OWNER: Goodhue County  
PROJECT: Goodhue CD 1 Tile Repair and  
Improvement

CONTRACTOR: Ellingson Companies  
ENGINEER: Houston Engineering Inc.

PARTIAL PAYMENT: Number 3  
PERIOD OF ESTIMATE: Work through 10/25/2022

CONTRACT TIME: 3 months from start  
Original Days: 92  
Revisions:  
Days Remaining: 0  
On Schedule (y/n): Y  
Starting Date: 7/18/2022  
Projected Completion: 10/18/2022

**CONTRACT CHANGE ORDER SUMMARY**

No.	Deduction	Additions
1		\$ 559.86
2		\$5,090.07
3		\$550.00
Totals		\$6199.93
Net Change to Contract		\$6199.93

**ESTIMATE**

Original Contract Amount.....	\$ 171,964.40
Change Orders.....	\$ 6199.93
Revised Contract Amount.....	\$ 177,614.33
Completed to Date Amount.....	\$ 178,164.30
Materials On-Site.....	\$ 0
Subtotal.....	\$ 190,176.41
Retainage.....	\$ 0
Previous Payments.....	\$ 124,547.82
Amount Due This Payment.....	\$ 65,628.59

(see attached breakdown)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

RELEASE OF CLAIMS AND WAIVER OF LIEN: NOW THEREFORE, upon receipt of the above payment amount, the undersigned does hereby irrevocably releases and waives any and all claims for payment of any type for any work up through and including the date of this application, and irrevocably releases and waives all bond claims, construction liens, mechanic's liens, and/or other liens, or right to claim any against the above project or any part thereof.

Contractor: Ellingson Companies

By: Cody Dravland      Cody Dravland      Date: 2022.11.07  
06:38:34-08'00'

Date: November 7th, 2022

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Houston Engineering, Inc.

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

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

OWNER'S APPROVAL

Owner: Goodhue County

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

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

## ATTACHMENT B: TABULATION OF HEI RECOMMENDED QUANTITIES

Item	Unit	Unit Price	Original Contract Quantity	CO1	CO2	CO3	Bill to HEI	FO2	Contract		Submitted		Recommended		
									Contract Quantity (excluding FO)	Extension	Qty	Extension	Qty	Extension	
<b>Branch A C D Repair</b>															
1	LS	\$1,122.56	1							1	\$1,122.56	1	\$1,122.56	1	\$1,122.56
2	LS	\$318.34	1							1	\$318.34	1	\$318.34	1	\$318.34
3	Crush Tile and Leave in Place	\$1,861.20	640					360		640	\$1,861.20	620	\$1,162,380	620	\$1,162,380
4	Water Control	\$0.01	1							1	\$0.01	1	\$0.01	1	\$0.01
5	Connect to Existing Lateral	\$326.00	22							47	\$15,322.00	41	\$13,366.00	41	\$13,366.00
6	Remove Existing Breather	\$67.33	1							1	\$67.33	1	\$67.33	1	\$67.33
7	Remove Existing Concrete Headwall and Box	\$260.00	1							1	\$260.00	1	\$260.00	1	\$260.00
8	Remove Existing Concrete Inlet	\$527.88	1							1	\$527.88	1	\$527.88	1	\$527.88
9	8" Hickenbottom Inlet	\$397.27	8							8	\$3,178.16	8	\$3,178.16	8	\$3,178.16
10	8" Perforated HDPE Tile	\$5.85	1018	-1018						0	\$0.00	0	\$0.00	0	\$0.00
11	8" Perforated HDPE Tile	\$8.12	474							474	\$3,848.88	475	\$3,857.00	475	\$3,857.00
12	10" Perforated HDPE Tile	\$8.02	2431	258	-1149					1381	\$11,075.62	1381	\$11,075.62	1381	\$11,075.62
13	15" Perforated HDPE Tile	\$15.60	1481							1481	\$23,259.60	1481	\$23,259.60	1481	\$23,259.60
14	24" Perforated HDPE Tile	\$37.76	62							62	\$2,341.12	62	\$2,341.12	62	\$2,341.12
15	Televising of Installed Pipe	\$0.89	4458							4458	\$4,413.42	4573	\$4,527.27	4573	\$4,527.27
16	36" RC Pipe	\$344.44	4							4	\$1,377.76	4	\$1,377.76	4	\$1,377.76
17	80" RC Catch Basin w/ Casting	\$10,400.00	1							1	\$10,400.00	1	\$10,400.00	1	\$10,400.00
18	Common Fill	\$16.76	25							25	\$404.00	25	\$404.00	25	\$404.00
19	Gravel Patch	\$377.35	2							2	\$754.70	2	\$754.70	2	\$754.70
20	SWPPP Documentation and Reporting	\$0.01	1							1	\$0.01	1	\$0.01	1	\$0.01
21	Seeding and Mulch	\$3,894.76	0.05							0.05	\$194.74	0.05	\$194.74	0.05	\$194.74
22	Erosion Control Blanket, Cat. 3	\$2.05	225							225	\$461.25	225	\$461.25	225	\$461.25
CO1-1	8" Perforated HDPE Tile in Lieu of Unavailable 8" Perforated HDPE Tile	\$5.85	0	760						760	\$4,446.00	760	\$4,446.00	760	\$4,446.00
CO2-1	12" Perforated HDPE Tile	\$12.45	0	1148						1148	\$14,305.05	1148	\$14,305.05	1148	\$14,305.05
										<b>Repair Subtotal</b>	<b>\$99,947.75</b>			<b>\$92,308.42</b>	

Item	Unit	Unit Price	Original Contract Quantity	CO1	CO2	CO3	Bill to HEI	FO2	Contract		Submitted		Recommended		
									Contract Quantity (excluding FO)	Extension	Qty	Extension	Qty	Extension	
<b>Branch B Improvement</b>															
23	Crush Tile & Leave in Place	\$1.88	460							460	\$810.80	640	\$1,267.20	640	\$1,267.20
24	Water Control	\$0.01	1							1	\$0.01	1	\$0.01	1	\$0.01
25	Connect to Existing Lateral	\$388.00	13							13	\$5,174.00	32	\$12,736.00	32	\$12,736.00
26	Remove Existing Breather	\$105.00	1							1	\$105.00	1	\$105.00	1	\$105.00
27	8" Hickenbottom Inlet	\$403.20	5							5	\$2,016.00	5	\$2,016.00	5	\$2,016.00
28	8" Perforated HDPE Tile	\$6.51	1286							1286	\$8,436.86	1286	\$8,436.86	1286	\$8,436.86
29	10" Perforated HDPE Tile	\$7.98	1480							1480	\$11,810.40	1480	\$11,810.40	1480	\$11,810.40
30	15" Perforated HDPE Tile	\$15.85	1463							1463	\$22,895.95	1463	\$22,895.95	1463	\$22,895.95
31	18" Perforated HDPE Tile	\$18.75	1378							1378	\$25,831.75	1313	\$25,831.75	1313	\$25,831.75
32	Televising of Installed Tile	\$1.05	5618							5618	\$5,898.90	5618	\$5,898.90	5618	\$5,898.90
33	Gravel Patch	\$377.35	1							1	\$377.35	1	\$377.35	1	\$377.35
34	Seeding and Mulch	\$3,894.76	0.02							0.02	\$77.80	0.02	\$77.80	0.02	\$77.80
35	Erosion Control Blanket, Cat. 3	\$2.05	100							100	\$205.00	100	\$205.00	100	\$205.00
CO3-1	Move Tile In/Make	\$550.00	0							1	\$0.00	1	\$0.00	1	\$0.00
										<b>Improvement Subtotal</b>	<b>\$89,570.42</b>			<b>\$14,205.45</b>	

Item	Unit	Unit Price	Original Contract Quantity	CO1	CO2	CO3	Bill to HEI	FO2	Contract		Submitted		Recommended		
									Contract Quantity (excluding FO)	Extension	Qty	Extension	Qty	Extension	
<b>Direct Bill to HEI</b>															
5	Connect to Existing Lateral	\$326.00	2							2	\$652.00	2	\$652.00	2	\$652.00
9	8" Hickenbottom Inlet	\$397.27	1							1	\$397.27	1	\$397.27	1	\$397.27
12	10" Perforated HDPE Tile	\$8.02	1148							1148	\$9,214.98	1148	\$9,214.98	1148	\$9,214.98
19	Gravel Patch	\$377.35	1							1	\$377.35	1	\$377.35	1	\$377.35
15	Televising of Installed Pipes	\$0.89	115							115	\$103.85	115	\$103.85	115	\$103.85
NA	Final crossing, traffic control, utility crossing, erosion control, and additional H	\$2,700.00	1							1	\$2,700.00	1	\$2,700.00	1	\$2,700.00
NA	Exploratory Excavation	\$250.00	3							3	\$750.00	3	\$750.00	3	\$750.00
										<b>Direct Bill to HEI Subtotal</b>	<b>\$14,205.45</b>			<b>\$14,205.45</b>	

										<b>TOTAL (Goodhue)</b>	<b>\$178,184.32</b>			<b>\$189,518.16</b>
										<b>Total Contract (excluding Field Orders):</b>	<b>\$178,164.32</b>			<b>\$178,164.32</b>
										<b>Cumulative work completed this estimate:</b>	<b>\$190,176.41</b>			<b>\$190,176.41</b>
										<b>5% Retainage:</b>	<b>\$9,508.81</b>			<b>\$9,508.81</b>
										<b>Previous Payments:</b>	<b>\$0.00</b>			<b>\$0.00</b>
										<b>Recommended payment:</b>	<b>\$124,547.82</b>			<b>\$124,547.82</b>



## ATTACHMENT C: CONTRACTOR IC-34 AND RELEASE OF LIEN WAIVERS



PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Ellingson Drainage Inc. to furnish labor and/or materials for (B) work, under a contract (C) for the improvement of the premises described as (D) Goodhue CD 1 Tile Repair 509 West 5th Street

in the City/Village of Red Wing, County of Goodhue, State of MN of which Goodhue County is the Owner.

NOW, THEREFORE, this 9th day of November, 2022,

for and in consideration of the sum of (E) 2,230.73

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) Brock White Company (SEAL)

(Affix corporate seal here)

Betsy Montoy (Signature) (SEAL)

TITLE: Credit Coordinator

DATE: 11/9/2022

INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received on that date.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

**PARTIAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Ellingson Drainage Inc.  
to furnish labor and/or materials for (B) \_\_\_\_\_ work,  
under a contract (C) 121621 \_\_\_\_\_ for the improvement of the  
premises described as (D) Goodhue CD 1 Tile Repair  
509 West 5th Street  
\_\_\_\_\_

in the City/Village of Red Wing \_\_\_\_\_, County of Goodhue \_\_\_\_\_, State of MN  
of which Goodhue County \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this 9<sup>th</sup> day of November, 2022,

for and in consideration of the sum of (E) 595.94

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) ESS Brothers and Sons Inc \_\_\_\_\_ (SEAL)

(Affix corporate seal here)

Dana R. Clorie \_\_\_\_\_ (SEAL)  
(Signature)

TITLE: Office Manager - AP

DATE: 11-9-22

**INSTRUCTIONS FOR PARTIAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Ellingson Drainage Inc. to furnish labor and/or materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) Goodhue CD 1 Tile Repair  
509 West 5th Street

in the City/Village of Red Wing, County of Goodhue, State of MN of which Goodhue County is the Owner.

NOW, THEREFORE, this 9<sup>th</sup> day of November, 2022, for and in consideration of the sum of (E) 4,266.01 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) Hancock Concrete Products LLC (SEAL)

(Affix corporate seal here)

Robert Schmidzell (SEAL)  
(Signature)

TITLE: President

DATE: Nov 9, 2022

INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.





## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-272-932-256
Submitted Date and Time:	28-Nov-2022 12:24:49 PM
Legal Name:	ELLINGSON DRAINAGE INC
Federal Employer ID:	41-1351561
User Who Submitted:	CarissaDomeier
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

<b>Affidavit Number:</b>	<b>1508397056</b>
Minnesota ID:	5599676
Project Owner:	GOODHUE COUNTY
Project Number:	222001155
Project Begin Date:	16-Jun-2022
Project End Date:	04-Nov-2022
Project Location:	KENYON, MN
Project Amount:	\$190,176.41

### Subcontractor Summary

Name	ID	Affidavit Number
MAIN SAVER NORTH CENTRAL	6557373	1446481920

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding\\_tax@state.mn.us](mailto:withholding_tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	1-312-384-928
Submitted Date and Time:	21-Nov-2022 1:53:37 PM
Legal Name:	MAIN SAVER NORTH CENTRAL INC
Federal Employer ID:	27-1402077
User Who Submitted:	pam@mainsaverinc.com
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	1446481920
Minnesota ID:	6557373
Project Owner:	GOODHUE COUNTY
Project Number:	222001155
Project Begin Date:	03-Oct-2022
Project End Date:	11-Oct-2022
Project Location:	GOODHUE COUNTY
Project Amount:	\$9,272.71
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Ellingson Drainage Inc. to furnish labor and/or materials for (B) \_\_\_\_\_ work, under a contract (C) 122584 \_\_\_\_\_ for the improvement of the premises described as (D) Goodhue CD 1 Tile Repair  
509 West 5th Street

in the City/Village of Red Wing, County of Goodhue, State of MN of which Goodhue County is the Owner.

NOW, THEREFORE, this 9<sup>th</sup> day of November, 2022, for and in consideration of the sum of (E) 80,340.70 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(Affix corporate seal here)

(F) Kahn Tile Supply LLC (SEAL)

[Signature] (SEAL)  
(Signature)

TITLE: Member

DATE: 11-9-22

INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.



**PARTIAL WAIVER OF LIEN**

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Ellingson Drainage Inc.  
to furnish labor and/or materials for (B) \_\_\_\_\_ work,  
under a contract (C) \_\_\_\_\_ for the improvement of the  
premises described as (D) Goodhue CD 1 Tile Repair  
509 West 5th Street  
\_\_\_\_\_

in the City/Village of Red Wing, County of Goodhue, State of MN  
of which Goodhue County is the Owner.


NOW, THEREFORE, this 9<sup>th</sup> day of November, 2022,

for and in consideration of the sum of (E) 225.27

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) Medford Sand and Gravel LLC (SEAL)

(Affix corporate seal here)

 (SEAL)  
(Signature)

TITLE: TREASURER

DATE: 11-9-2022

**INSTRUCTIONS FOR PARTIAL WAIVER**

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

## ATTACHMENT D: DAMAGES SUBMITTAL

**From:** Jon Houghlum <[houghlumjon@yahoo.com](mailto:houghlumjon@yahoo.com)>  
**Date:** November 1, 2022 at 4:01:07 PM CDT  
**To:** "Fritz, Chris" <[cfritz@goodhueswcd.org](mailto:cfritz@goodhueswcd.org)>  
**Subject:** Crop damage

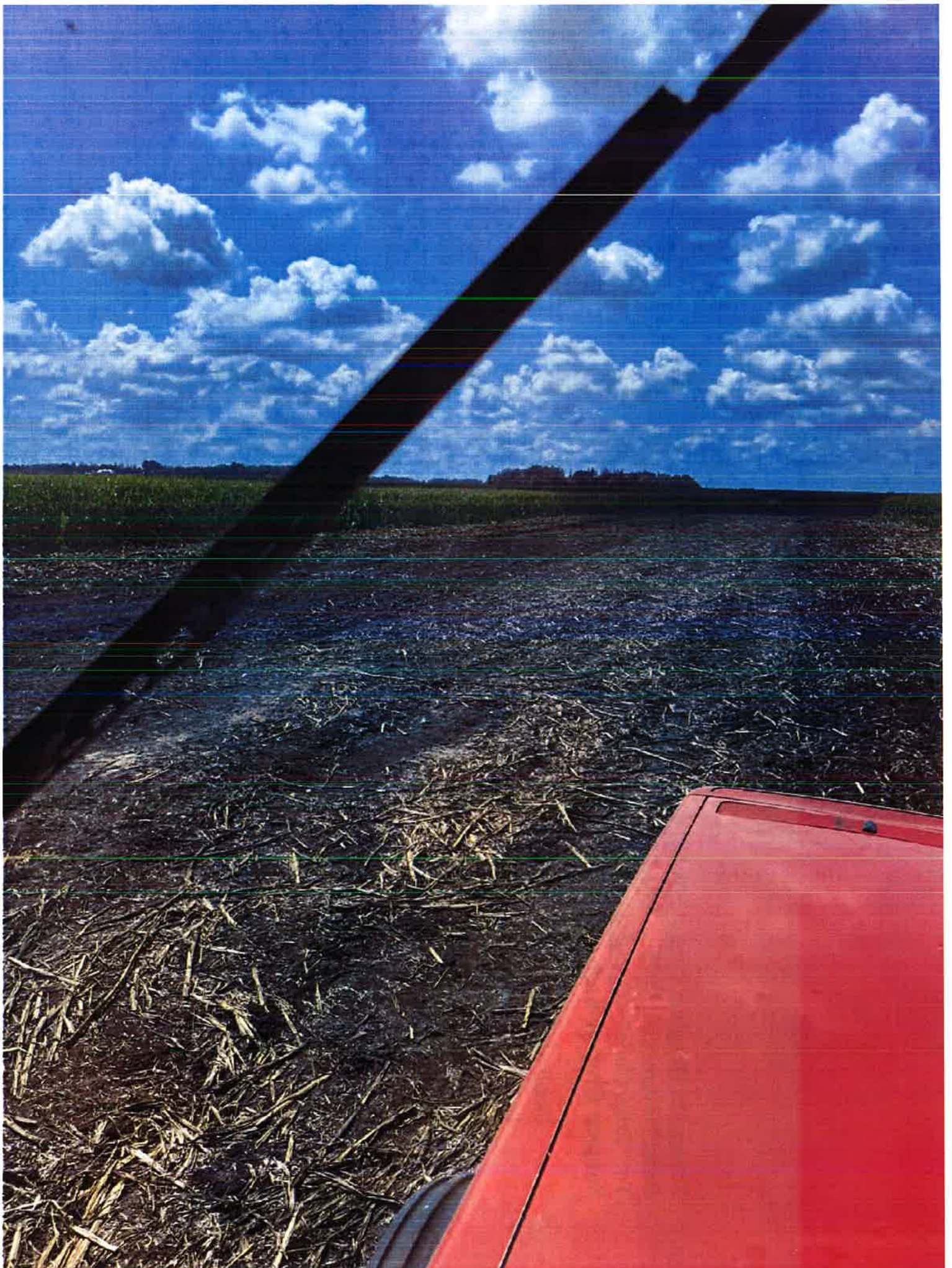
Good afternoon -

I am requesting compensation on 1.5 acres of corn. Where line A crosses my property, and 1.12 acres of corn, on the north west end of line B. This is 1/2 the affected area. All though I understand there was 100% of easement for the project these 2 areas only needed 1/2 of the area as seen in the attached photos. The crop on line A went 225 bushels per acre, and branch B was 245 bpa. These are combine monitor yields in the respective fields. The price on date of harvest was \$6.40, at the time of harvest \$3916.16

is total price of the crop in the affected areas, minus .20 cents for drying. The price I am requesting is \$3793.00.  
Thank you for your consideration for this request.

Jon Houghlum















HoustonEngineering Inc.

December 13, 2022

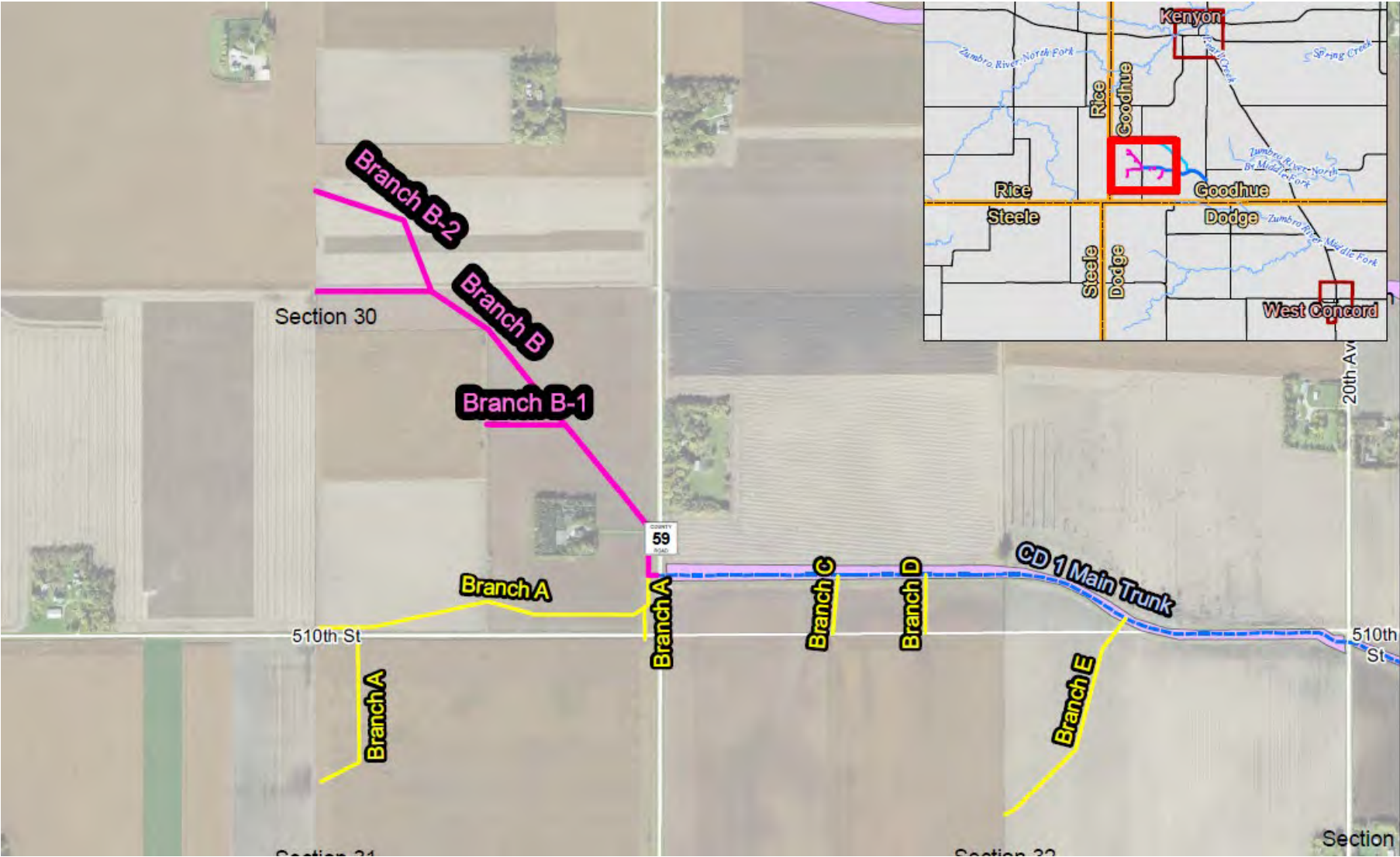
GOODHUE COUNTY

# Goodhue County Ditch 1 Tile Improvement Project

## Project Closeout



# CD 17 LOCATION





# PROJECT TEAM

- **Drainage Authority Representative: Lisa Hanni, Chris Fritz (Goodhue County)**
- **Engineer-of-Record: Chris Otterness (HEI)**
- **Assistant Project Manager: Lisa Odens (HEI)**
- **Construction Observer: Cait Caswell (HEI)**
- **Contractor (Prime): Ellingson Companies**



# TYPES OF WORK

- **Dual wall plastic tile installation (primarily plow installation)**
- **Abandoning of old tile**
- **Manhole installation (CR 59 ditch)**
- **Connect to existing laterals**
- **Open cut gravel roads**
- **Surface inlets**



# CONTRACT SUMMARY

<b>Original Contract.....</b>	<b>\$171,964<sup>40</sup></b>
<b>Change Orders.....</b>	<b>\$6,199<sup>93</sup></b>
<b>Final Contract Amount.....</b>	<b>\$178,164<sup>33</sup></b>
<b>Amount of Work Completed.....</b>	<b>\$190,176<sup>41</sup></b>

**\*Additional work included additional private tile connections and tile resizing**



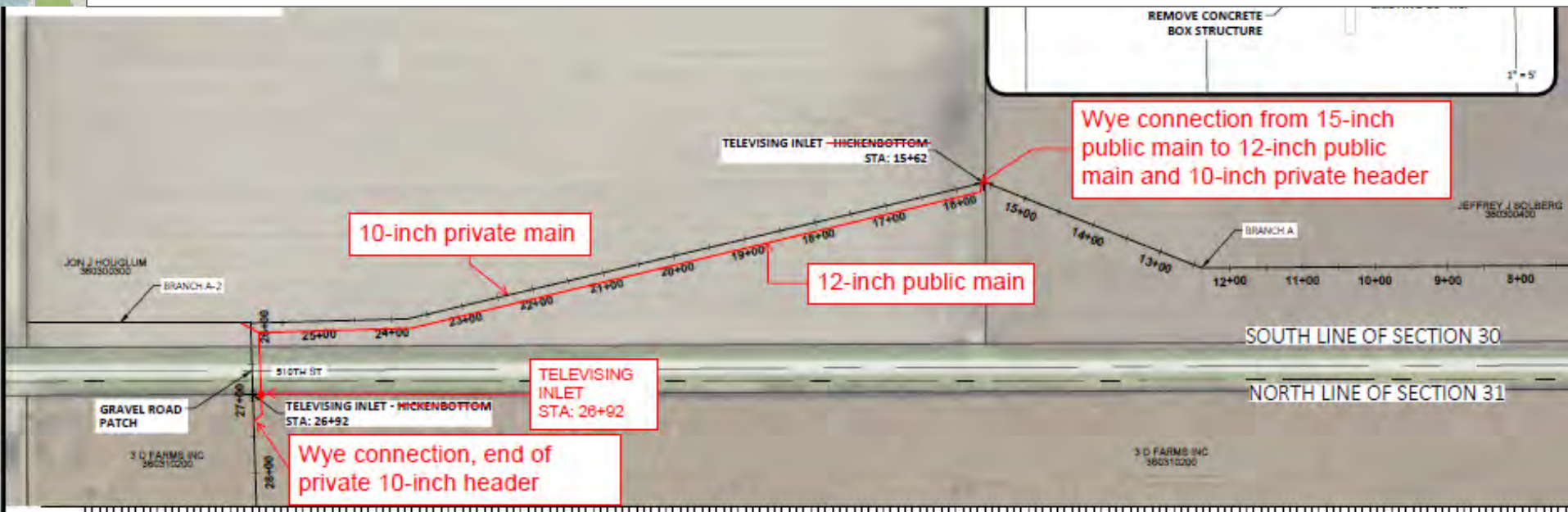
# PAYMENTS SUMMARY

	<u>Amount</u>
<b>Payments to date</b>	<b>\$124,547.<sup>82</sup></b>
<b>Amount of Work Completed</b>	<b>\$190,176<sup>41</sup></b>
<b>Recommended Final Payment</b>	<b>\$65,628<sup>59</sup></b>
<b><i>Engineer's Estimated Construction Cost</i></b>	<b><i>\$450,230<sup>00</sup></i></b>



# PLAN DEVIATION

- During construction, portion of Branch A tile found to be incorrectly sized on plans
- Appropriately sized tile installed
- Houston Engineering paid contractor for installed 10-inch main; turned over to landowner as private tile





# DAMAGES

- Damages were estimated in engineer's report using 100' corridor along project (work limits)
- Viewer's report assigned a value to damages
- Work limits were staked prior to construction
- Contractor stayed within staked work limits during project
- Recommend no change to payment of damages as identified in the Engineer's Report and Viewer's Report



# COMPLETION OF CONTRACT

- **Daily inspection record no significant deviations from project plans and specs**
- **All tiles televised, eight deficiencies found and corrected**
- **Contractor has provided proper documentation required for project closeout**



# TELEVISIONING



Pipe Detectives



11/2/22

336.15 ft



# FLEXIBLE DUAL WALL TILE





# TILE CONSTRUCTION





# OUTLET / MANHOLE





# INTAKES





# COMPLETION OF CONTRACT

- **Recommend Goodhue County accept completion of the project and contract with Ellingson Companies**
- **Recommend final payment to contractor in amount of \$65,628.59**





HoustonEngineering Inc.

**QUESTIONS?**

STATE OF MINNESOTA  
GOODHUE COUNTY BOARD OF COMMISSIONERS  
SITTING AS THE DRAINAGE AUTHORITY FOR  
GOODHUE COUNTY DITCH 1

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In the Matter of the  
Petition for Improvement of  
Goodhue County Ditch 1, Lateral B

**FINDINGS & ORDER ACCEPTING CONTRACT**

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At a duly noticed and public meeting, the Goodhue County Board of Commissioners, sitting as the Drainage Authority for Goodhue County Ditch 1, held a final hearing on the acceptance of completion of contract for the improvement of Goodhue County Ditch 1 on December 13, 2022, at which hearing Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ for adoption of the following Findings and Final Order:

**Findings:**

1. The Goodhue County Board of Commissioners is the public drainage authority for Goodhue County Ditch 1 under Minnesota Statutes, chapter 103E (“Drainage Authority”).
2. The Drainage Authority received a petition on February 26, 2021, requesting the improvement of Lateral B of Goodhue County Ditch 1 (“CD 1”) pursuant to Minnesota Statutes, section 103E.215 (“Petition”). A surety bond was filed with the Administrator’s Office on that same date.
3. After appointing an engineer and viewers, the Drainage Authority adopted Findings and Order on November 16, 2021, ordering the improvement of CD 1.
4. Upon the advertisement of the notice of awarding of the contract consistent with Minn. Stat. § 103E.505 and Minnesota law, the Drainage Authority’s engineer conducted the meeting to open, review, and accept bids. The bids were reviewed by the project engineer and a contract for construction was awarded to Ellingson Companies for \$171,964.40.
5. The Drainage Authority executed three change orders. On July 27, 2022, the Drainage Authority executed Change Order 1 with a net increase of \$559.86. On August 2, 2022, the Drainage Authority executed Change Order 2 with a net increase on \$5,090.07. On November 2, 2022, the Drainage Authority executed Change Order 3 with a net increase of \$550.00.
6. Upon substantial completion of construction of the repair, the project engineer inspected the construction and prepared a technical memorandum to the Drainage Authority

showing the contract price, the amount paid on certificates, the unpaid balance, and the work that is completed under the contract, including the temporary damages actually incurred to affected properties. The engineer's Final Acceptance Report dated November 15, 2022, was filed with the Drainage Authority and made available for public inspection.

7. The engineer reported a final contract price of \$178,164.33.
8. The engineer's opinion excludes any defects in construction not discovered during installation and covered by backfill, latent defects and other matters covered by the contractor's warranty. The engineer's conclusion does not relieve the contractor of any contractual warranty obligations.
9. The engineer reported that as of November 15, 2022, the contractor had been paid \$124,547.82, with an unpaid balance of \$65,628.59.
10. The engineer recommended a final payment amount of \$65,628.59.
11. Upon receipt of the engineer's report, the Board set a time and location for a hearing on the report, gave notice of the hearing by mail to affected landowners at least ten days before the hearing and by posting at the meeting place and county courthouse for three weeks. The notice included an invitation that a party objecting to the acceptance of the contract may appear and be heard.
12. On December 13, 2022, the Drainage Authority held a duly noticed and public hearing on the acceptance of the contract.
13. At the hearing, the engineer presented his report. The engineer addressed two concerns raised prior to the hearing by affected landowners:
  - a. Jeff Solberg communicated to Drainage Authority staff that the contractor placed erosion control netting on his driveway which interferes with mowing grass. The engineer stated that the netting is biodegradable, which is designed to break down after a period of time, but with the drought, there likely has not been enough moisture to achieve the accelerated breakdown of the netting. With the frozen ground conditions, there is nothing that can be done at the moment, and it likely will have broken down further by next spring, so the engineer recommended that the condition be reviewed next spring with Drainage Authority staff. The engineer further noted that there is a warranty period on the project, and that closing the project out will not prevent this issue from being rectified if the netting does not break down this spring.
  - b. Jon Houglum communicated a claim to the Drainage Authority for crop damages amounting to \$3,793. The claim is based upon 1.5 acres at 225 to 245 bushels per acre at \$6.20 per bushel. Mr. Houglum contends that although the 1.5 acres of

crop were within the work limits of the project plans and specifications, the area damaged was not necessary for the contractor to complete the work. The engineer noted that the area damaged on Mr. Houglum's property was within the work limits identified in the final engineer's report as likely to be damaged and for which temporary construction damages were ordered at the final hearing. The engineer stated that additional damages paid in this area would be duplicative and recommended that final damages paid to landowners by the Drainage Authority be consistent with the damages indicated and approved in the viewers' report, with no additional damages to be paid.

- 14. At the hearing, the Drainage Authority took public comment on the project and completion of the contract and a record of all comments was made by the Drainage Authority. No substantive public comments were given that required additional inquiry into completion of the contract.
- 15. Based on the proceedings and record herein, the Drainage Authority determines that the contract has been completed in accordance with the plans and specifications.

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Drainage Authority, the Goodhue County Board of Commissioners, acting as the drainage authority for Goodhue County Ditch 1, hereby orders as follows:

- A. The contract herein is accepted as complete.
- B. Final payment in the amount of \$65,628.59 is directed to be paid to Ellingson Companies.
- C. Claims for damages beyond those awarded in the findings & order establishing the improvement are hereby denied.

After discussion, the Board Chairperson called the question. The question was on the adoption of the foregoing Findings and Order, and there were \_\_\_\_\_ yeas, \_\_\_\_\_ nays, \_\_\_\_\_ absent, and \_\_\_\_\_ abstentions as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
ANDERSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BETCHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLANDERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GRESETH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAJERUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chairperson declared the motion Passed.

---

Jason Majerus, Chairperson

Dated: December 13, 2022

\* \* \* \* \*

I, Scott O. Arneson, the Goodhue County Administrator, do hereby certify that I have compared the above motion and Findings and Final Order with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof. The above Findings and Final Order was filed with me, Goodhue County Administrator, on December 13, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand this  
13th day of December, 2022.

---

Scott O. Arneson, County Administrator  
Goodhue County, Minnesota





Lucas R. Dahling  
Finance Controller  
Goodhue County Finance & Taxpayer Services

*Lucas.dahling@co.goodhue.mn.us*  
509 W. Fifth St.  
Red Wing, MN 55066  
Phone (651) 385-3021

TO: County Board of Commissioners  
FROM: Lucas Dahling, Finance Controller  
SUBJECT: County Ditch 1 Assessment  
DATE: December 13, 2022

---

**Background:**

Statute requires all drainage expenses to be paid from the Ditch Fund. As such, we are requesting to add assessments to the parcels benefitting from the repairs and improvements made to County Ditch 1 including Branch B.

**Discussion:**

Minnesota Statutes 103E.651, Subd 2 instructs “*the auditor to keep a separate account for each drainage system. The account must be credited with all money from the sale of bonds and bond premiums and all money received from interest, liens, assessments, and other sources for the drainage system...*”

The total proposed assessment is \$605,197. The non-government owned parcel with the highest assessment is \$42,410.02, while the lowest is \$1.15. The average assessment excluding parcels assessed less than \$500 for non-government owned parcels is \$15,434.83.

There will be a need in the future for ongoing assessments for minor repairs such as weed spraying and tree removal. The timeline on when these assessments will need to begin will be evaluated on an ongoing basis. Items that impact the timing include the interest rate and payment term on this assessment, amount of prepayments received on this assessment, and the costs of these minor repairs.

The annual assessment term can go up to but not exceed 20 years. Based on discussions with the Ditch Authority’s attorney, projects of this size are typically assessed with annual payments over a 10 year period. The interest rate charged is limited by statute, with a current limit of 4%. Staff ran multiple forecasts with interest rates varying from 2% to 4%. The scenarios with a 10 year assessment period with interest rates set at either 2, 3, or 4% were all viable, however charging a rate less than 3% significantly reduces the flexibility of the Ditch Fund. Charging less than 3% interest will most likely require the County to begin making assessments for minor repairs much earlier as discussed above.

See attached Assessment Summary by parcel number and benefit map for reference.

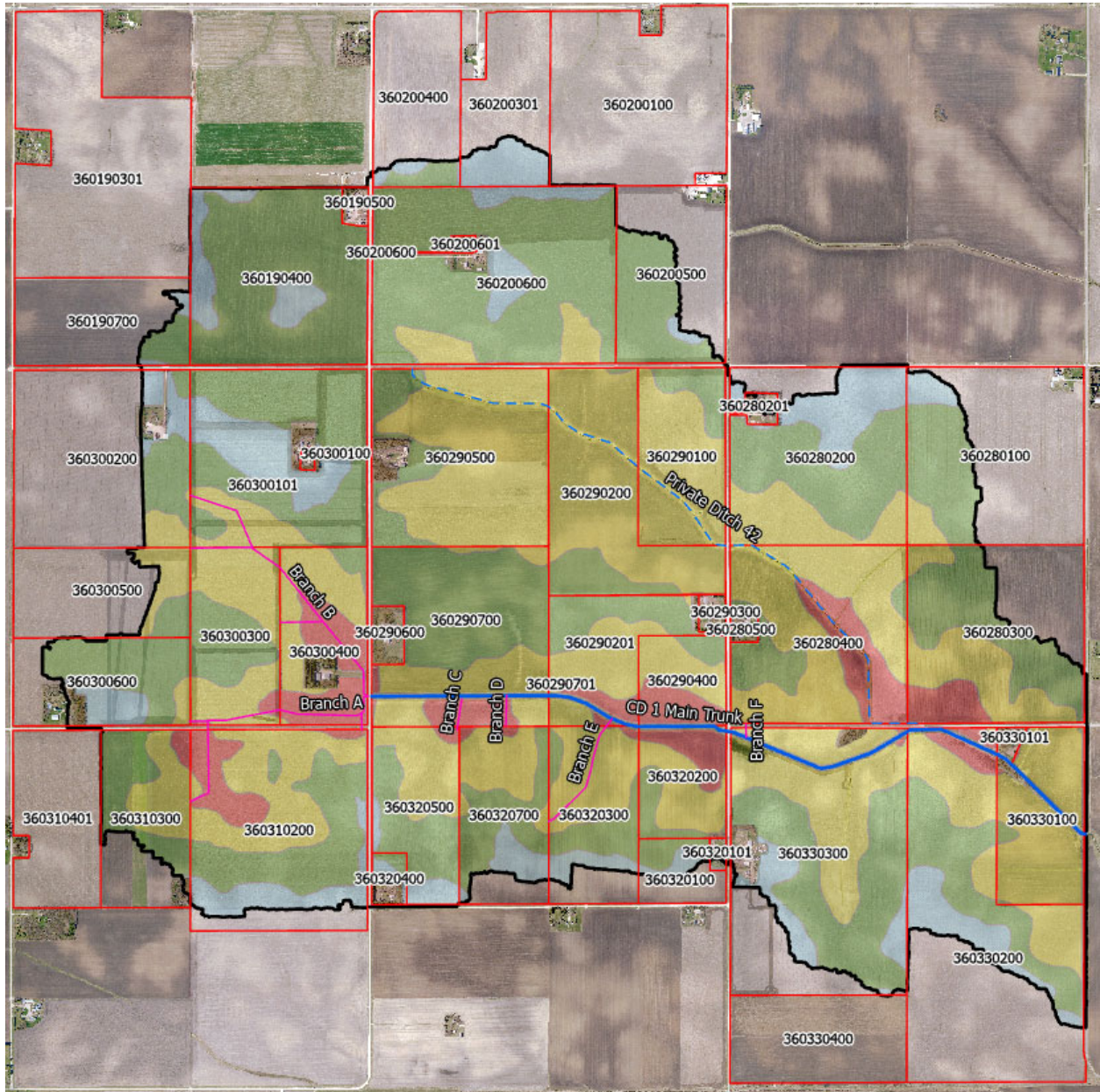
**Recommendation:**

Staff recommends the Board approve the assessment of \$605,197 related to the Ditch Repair and Branch B improvement. Staff also recommends the assessment be paid in ten (10) annual installments with an interest rate of 3% and an interest accrual date of January 1, 2023.

## COUNTY DITCH 1 ASSESSMENT SUMMARY

PIN	Non-Governmental Names	Benefitted Acres	Assessment
360190301	HARLAN E PETERS HEATHER C PETERS	0.11	4.20
360190400	MARK S DRESSEL	150.13	16,891.50
360190500	MICHAEL D KASPER ANDREA A KASPER	4.69	74.53
360190700	LARRY D LURKEN	11.92	1,289.10
360200100	JOAN E SCHWAKE RT	0.28	10.70
360200301	DONNA M MUNDSCHAU	17.66	674.72
360200400	DONNA M MUNDSCHAU	10.54	1,033.75
360200500	DON I HERRLICH	44.92	5,510.62
360200600	JAMES L WALKER RLT DORIS L WALKER RLT	211.54	27,506.34
360200601	WAYNE C WALKER JULIE WALKER	2.10	30.14
360280100	RICHARD L OVERBY TRUST IONE H OVERBY TRUST	53.11	7,129.17
360280200	DON I HERRLICH CANDACE K HERRLICH	137.09	19,376.81
360280201	TERRY R HOUGLUM ANN L HOUGLUM	3.10	46.01
360280300	DON I HERRLICH	112.40	24,411.35
360280400	DON I HERRLICH	152.71	42,410.02
360280500	RYAN D MOORE	3.84	55.96
360290100	DON I HERRLICH	77.16	19,191.95
360290200	MARK S DRESSEL	122.61	30,887.58
360290201	DON I HERRLICH	67.98	15,371.62
360290300	LORRY J KISPERT JENNIFER J KISPERT	5.07	75.84
360290400	DON I HERRLICH	38.43	11,402.32
360290500	DENNIS H HOUGLUM	155.27	36,767.70
360290600	STEPHEN M SCHMITZ BRITNI R SCHMITZ	8.98	130.57
360290700	JAMES L WALKER RLT DORIS L WALKER RLT	118.92	19,943.15
360290701	ALLEN M STOLEE RT ANN H STOLEE RT	24.36	7,460.85
360300100	JON J HOUGLUM CHRISTINE L HOUGLUM	2.16	32.40
360300101	JON J HOUGLUM CHRISTINE L HOUGLUM	153.18	21,670.34
360300200	LARRY D LURKEN	42.30	6,572.85
360300300	JON J HOUGLUM CHRISTINE L HOUGLUM	79.08	21,268.94
360300400	JEFFREY J SOLBERG	76.18	27,771.95
360300500	LYTANA DERSCHEID	20.14	5,888.02
360300600	LYTANA DERSCHEID	58.16	6,632.36
360310200	3 D FARMS INC	157.87	32,300.71
360310300	DAVID DERSCHEID LIVING TRUST PHYLLIS DERSCHEID LIVING TRU	54.63	11,076.39
360310401	THE EMPRESS FARMS LLC	0.01	1.27
360320100	DON I HERRLICH CANDACE K HERRLICH	12.33	1,097.39
360320101	LANCE M KISPERT	1.73	26.40
360320200	DONNA M MUNDSCHAU	47.34	13,005.17
360320300	DON I HERRLICH	65.17	11,127.62
360320400	STEVEN J LARISH	8.66	336.59
360320500	ALLEN M STOLEE RT ANN H STOLEE RT	67.33	9,749.80
360320700	MARK S DRESSEL	68.06	10,537.05
360330100	U S BANK AARON HOLST	68.45	18,148.06
360330101	PAMELA K HEGSETH RT	3.40	75.14
360330200	RICHARD NIELSEN JANE NIELSEN	130.54	23,228.86
360330300	WAYNE P CLARK FAMILY FARM LP	190.21	32,885.00
360330400	HAROLD P REMOLD ETAL	0.03	1.15
<b>Total Non-Governmental Assessments</b>		<b>2,841.88</b>	<b>541,119.95</b>
Governments		Benefitted Acres	Assessment
GOODHUE COUNTY		32.44	7,102.10
KENYON TWP		40.23	8,777.99
KENYON TWP - Culvert			48,196.96
KENYON TWP GRAND TOTAL		40.23	56,974.95
<b>Total All Assessments</b>		<b>2,914.55</b>	<b>605,197.00</b>





**STATE OF MINNESOTA  
GOODHUE COUNTY BOARD OF COMMISSIONERS  
DRAINAGE AUTHORITY FOR GOODHUE COUNTY DITCH 1**

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In the Matter of the  
Drainage System Assessments for  
Goodhue County Ditch 1

**RESOLUTION OF THE BOARD  
REGARDING DRAINAGE SYSTEM  
ASSESSMENTS, INSTALLMENT  
SCHEDULES AND INTEREST RATES  
(ASSESSMENT ORDER)**

---

At a duly noticed and public meeting of the Board of Commissioners of Goodhue County, the Board was presented with information regarding drainage system costs and assessments necessary to pay drainage system costs related to Goodhue County Ditch 1 ("CD 1"). The Board had previously given instruction to its staff to take the actions necessary to certify assessments for drainage system costs. Pursuant to the Board's instruction, staff prepared a draft assessment order for the Board's consideration. Based on the information provided, Commissioner \_\_\_\_\_ moved adoption of the following:

**RESOLUTION**

WHEREAS, Minnesota Statutes, section 103E.725 provides, all fees and costs incurred relating to a drainage system, including repairs, inspections, engineering, viewing, and publications, are costs of the drainage system and must be assessed against the property and entities benefited; and

WHEREAS, the Board, pursuant to procedures under the drainage code, Statutes, chapter 103E, has performed work and incurred costs on CD 1; and

WHEREAS, Statutes, section 103E.655, requires the costs for drainage project proceedings and construction to be paid from the drainage system account by drawing on the account and Statutes, section 103E.645 requires the payment of fees and expenses; and

WHEREAS, the drainage system accounts for CD 1 do not contain sufficient funds to pay current costs; and

WHEREAS, Statutes, section 103E.655, provides that if money is not available in the drainage system account to pay current costs, the Board may, by unanimous resolution, transfer funds from its general revenue fund to the drainage system account; if the Board transfers money from another account or fund to a drainage system account, the money plus interest must be reimbursed from the proceeds of the drainage system that received the transfer; and the interest must be computed for the time the money is actually needed at the same rate per year charged on drainage liens and assessments; and

WHEREAS, Statutes, section 103E.755, allows the Board to establish a repair fund, surplus, in the drainage system accounts in order to have funds available for future actions and costs on the drainage systems; and

WHEREAS, assessments to repay drainage system costs may be paid in annual installments not to exceed 20 years at a rate of interest not to exceed the rate determined by the state court administrator for judgments under Statutes, section 549.09 (currently 4% maximum).

NOW, THEREFORE, the Goodhue County Board of Commissioners, sitting as the public drainage authority for CD 1, adopts the following drainage system assessments, installment schedules, interest rates and directs certification thereof to the Goodhue County Auditor/Treasurer for collection:

**Goodhue County Ditch 1:**

Total to be assessed:	\$ <u>605,197</u>
Annual Installments:	<u>10</u>
Interest rate on installments:	<u>3%</u>

FURTHERMORE, Drainage Authority staff shall notify affected property owners of their anticipated total assessment and offer the opportunity to pre-pay the assessment to avoid incurring interest on the assessment.

This resolution shall serve as the Board's assessment order as required by Minnesota statutes chapter 103E; and

FURTHERMORE, the Goodhue County Board of Commissioners authorizes & ratifies inter-fund loans from the Goodhue County general fund to the drainage system accounts for CD 1 to cover deficiencies in the accounts in fiscal year 2023.

Seconded by Commissioner \_\_\_\_\_. After discussion, the Board Chairperson called the question. The question was on the adoption of the foregoing resolution. Upon vote, the President declared the Resolution \_\_\_\_\_.

\_\_\_\_\_  
Jason Majerus, Chairman, Board of Commissioners  
Goodhue County, Minnesota

Dated: \_\_\_\_\_

\* \* \* \* \*

I, Scott O. Arneson, Goodhue County Administrator, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Scott O. Arneson, County Administrator  
Goodhue County, Minnesota