



**BOARD OF COMMISSIONERS REGULAR MEETING
DRAINAGE AUTHORITY REGULAR MEETING**

Tuesday, February 20, 2024 9:00 A.M.

**Jackson County Courthouse, Commissioners Board Room
405 Fourth Street Jackson, MN**

- 9:00 a.m. Call Board of Commissioners' Meeting to Order
1.1. Pledge of Allegiance
1.2. Adoption of Agenda
- 9:00 a.m. New Employee Introductions
- 9:01 a.m. Consent Agenda
2.1. Board Action – Approve February 6, 2024 Board of Commissioner
 Regular Meeting Minutes
2.2. Board Action – Approve Claims
2.3. Board Action – New Law Enforcement Center/Government Center
 Special Inspection and Testing Services Proposal
2.4. Board Action – Position Reclassification
2.5. Board Action – Victim Witness Coordinator Job Description
2.6. Board Action – Professional Service Agreement
2.7. Board Action – Sandy Point Bathroom Bid
2.8. Board Action – 2024 Recycling and Solid Waste Licenses
- 9:02 a.m. Public Works/Parks, Dave Macek
3.1. Board Action – 2024 Ditch Budgets
- 9:12 a.m. Auditor/Treasurer, Kevin Nordquist
4.1. Board Action – 2024 PNP Election Canvass Board Appointment
- Unscheduled Committee and Board Reports
- Adjourn Commissioners' Meeting
- Unscheduled Call the Drainage Authority Meeting to Order
1.1. Adoption of Agenda

Consent Agenda

- 2.1. Board Action – Approve February 6, 2024 Drainage Authority Regular Meeting Minutes

10:30 a.m.

Drainage Coordinator, Kelly Rasche

- 3.1. Board Action – Hearing Continuation of Judicial Ditch 32
Redetermination of Benefits
- 3.2. Board Action – Hearing Continuation of Judicial Ditch 71
Redetermination of Benefits
- 3.3. Drainage Coordinator Report

Unscheduled

Adjourn Drainage Authority Meeting



Request for Board Action
Agenda Item No. _____

Requested Board Date: 02/20/2024

Agenda Type: Regular

Estimated Time: <5

Department: Court Svs

Presenter: Bob Jirele

Recommendation: Informational

Item: New Employee Introduction

Board Action Request:

Background & Comments:

Jackson County recently hired a Corrections Agent - Addie King. Addie started on February 12th.

Attachments: _____

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA
February 6, 2024

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on February 6, 2024. The following members of the Jackson County Board of Commissioners were present: Don Wachal, Roger Pohlman, Phil Nasby, Scott McClure and James Eigenberg. County Administrator, Ryan Krosch, County Attorney, Kristi Meyeraan and Assistant to the Administrator, Brandi Bourquin were also in attendance.

CALL TO ORDER

Chair Wachal called the meeting to order at 9:00 a.m. and led the Pledge of Allegiance.

Motion was made by Commissioner Pohlman and seconded by Commissioner Eigenberg to adopt the agenda. The motion carried unanimously.

CONSENT AGENDA

Motion was made by Commissioner Nasby and seconded by Commissioner McClure to approve the following Consent Agenda items:

Board Action 24-025 – Approve January 16, 2024 Board of Commissioner Regular Meeting Minutes.

Board Action 24-026 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 105187-105380 in the amount of \$1,888,715.20 for the following funds: Revenue, \$323,545.94; Public Works, \$733,980.428; Fleet Management, \$62.51; 2013A GO Capital Improvement Bonds, \$39,384.68; Ditch, \$743,478.13; Revolving Loan Fund, \$320.13; Library, \$24,265.07; Taxes & Penalties Fund, \$7,178.32; and Forfeited Land, \$16,500.00. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
Nobles/County of	222257.25
Hodgman Drainage Co Inc	206208.97
Noomen Excavating LLC	120380.46
Dirt Merchant Inc	112542.57
Wold Architects And Engineers	104926.68
Boyer Ford Trucks Savage	100190.34
Jackson County Historical Society	51000.00
Duininck, Inc.	39648.10
David Drown Associates Inc	39000.00
Hartman/Janice M.	37742.29
Wisconsin Township	32258.39
Petersburg Township	31723.30
Heron Lake Township	31386.63
Delafield Township	30399.32
Des Moines Township	28955.16
Rost Township	28933.26
Town of Alba	28153.58
Ewington Township	28147.21
Sioux Valley Township	28067.12
Middletown Township	28040.41
Christiania Township	27327.49
Belmont Township	27241.37
Plum Creek Library System	26675.00
Round Lake Township	26219.48
Minnesota Township	25930.65

Enterprise Township	25803.94
La Crosse Township	25305.62
Hunter Township	24127.26
West Heron Lake Township	24025.31
Kimball Township	21652.84
Lakefield/City Of	21000.00
Weimer Township	19678.66
Taft Stettinius & Hollister LLP	17000.00
Arlandson's Restoration and Cleaning LLC	16500.00
SeaChange Print Innovations	13616.30
RADEMACHER/GORDON	10880.24
Jackson/City Of	10501.81
Ziegler Inc.	10235.20
Minnesota Board and Water and Soil Resou	9410.17
Ruth Schubert Trust	8653.36
Minnesota Energy Resources	7518.65
Advanced Correctional Healthcare, Inc	7051.34
Rossow/Dennis R	6989.36
Cooperative Energy Co.	6166.43
Mn Sheriffs Assn	5922.21
Collins Engineers, Inc.	5828.00
Marsden Bldg Maintenance LLC	5644.20
NAC Mechanical & Electrical Service	5596.01
CORPORATE PAYMENT SYSTEMS	4573.03
Sanford Health - Sioux Falls	4522.75
Rons Electric Inc	3889.12
Institute For Envir Assessment Inc	3857.37
Southwest Initiative Foundation	3800.00
Election Systems & Software LLC	3654.00
BeyondTrust Corporation	3645.56
Maximus Inc	3500.00
Association Of Mn Counties	3196.00
Sanford Jackson Medical Center	3120.00
Asa Auto Plaza, Inc	3109.38
Amazon Capital Services	3030.38
Plan It Software LLC	3000.00
Bauer Built, Inc	2865.00
Livewire Printing Co	2699.19
Lincoln County Treasurer	2500.00
Southwest Crisis Center	2500.00
Mn Dept Of Transportation	2484.35
DS Solutions Inc	2352.00
Verizon Wireless	2308.29
Fastenal Company	2173.30
S & J Cleaning	2150.00
AUTO VALUE - JACKSON	2124.97
Schwickerts Tecta America LLC	2035.90
Titan Machinery - Lake Park	2002.50
Total Claims Under \$2000	1847555.03
108 Claims Under \$2000	41160.17
Total Claims Submitted	188715.20

Board Action 24-027 – Approve the final payment to Duininck, Inc, SP 032-629-051.

Board Action 24-028 – Approve annual renewal of Liquor, Wine, or 3.2% Licenses expiring March 31, 2024 for FR2 LLC (Jackson Motorplex), Round Lake Vineyards & Winery LLC, Bergen Bar & Grill, Inc., Loon Lake Store and Bait Shop, Loon Lake Golf, LLC, and Hi Lo Club LLC. The licenses will be effective April 1, 2024 to March 31, 2025.

WHEREAS, aggregate resource mapping of the County would help ensure continued economical aggregate resources for economic development, and

THEREFORE, BE IT RESOLVED, The Jackson County Board of Commissioners requests that the Minnesota Department of Natural conduct aggregate resource mapping of the County as authorized by Minnesota Statutes section 84.94 and, upon receipt of the information, the County must consider the protection of identified and important aggregate resources in the County's land use decisions.

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

SW MN Small Business Development Center (SBDC) Regional Director Christine Fischer and SBDC Associate Director Kris Boedigheimer gave a presentation on the SBDC's services.

AUDITOR/TREASURER

Motion was made by Commissioner Eigenberg and seconded by Commissioner McClure to adopt Board Action 24-031 – Approve Investment Advisor Agreement with PFM Asset Management LLC to manage an Individual Managed Portfolio for the 2024A Jail Bond Funds and authorize the County Administrator to sign the Agreement. The motion carried unanimously.

COUNTY ADMINISTRATOR

Motion was made by Commissioner Nasby and seconded by Commissioner McClure to adopt Board Action 24-032 – Approve the proposal from Rapp Strategies, Inc. to provide referendum communications services and authorize the County Administrator to enter into a contract for these services. The motion carried unanimously.

Motion was made by Commissioner McClure and seconded by Commissioner Eigenberg to adopt Board Action 24-033 – Appoint Commissioner Wachal and Commissioner Nasby to the Sales Tax Committee. The motion carried unanimously.

BOARD REPORTS

Commissioner Pohlman reported on meetings/events involving Drainage Authority, Library Board, Plum Creek, Historical Society and DVHHS.

Commissioner Eigenberg reported on meetings/events involving Drainage Authority, SW MN Tourism, UCAP and DVHHS.

Commissioner Nasby reported on meetings/events involving Drainage Authority, Des Moines River Watershed, Prairie Ecology Bus and DVHHS.

Commissioner McClure reported on meetings/events involving Drainage Authority, Behavioral Task Force, SW Regional Radio Board & Local Radio Board and DVHHS.

Commissioner Wachal reported on meetings/events involving Transportation Advisory Committee, PrimeWest, Fair Board, MCIT, Rural Minnesota Energy Board & SW Regional Solid Waste Commission and DVHHS.

ADJOURN

Motion was made by Commissioner Nasby and seconded by Commissioner Pohlman to adjourn the meeting at 9:41 a.m. The motion carried unanimously.

JACKSON COUNTY BOARD OF COMMISSIONERS

Board Chair

ATTEST:

Ryan Krosch, County Administrator

DRAFT



Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: New Law Enforcement Center/Government Center Special Inspection and Testing Services Proposal

Board Action Request:

Approve the proposal from Braun Intertec to provide special testing and inspection services for the new Law Enforcement Center/Government Center project.

Background & Comments:

Attached is a proposal from Braun Intertec to provide special inspection and testing services for the new Law Enforcement Center/Government Center project. Inspection and testing services include soil, concrete and structural inspections and testing. The proposal has been reviewed by our project construction managers. Braun did the initial soil borings for the design of the buildings and is a well respected engineering and consulting firm.

Attachments: Proposal

Fiscal Impact: Cost is included in the LEC/GC project budget

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

January 5, 2024

Proposal QTB186288

Jackson County
c/o Mr. Pete Filippi
Contegrity Group, Inc.
101 1st Street SE
Little Falls, MN 56345

Re: Proposal for Special Inspection and Testing Services and Building Enclosure Consulting,
Observations and Testing
Jackson County Government Services Building and Law Enforcement Center
402 White Street
Jackson, Minnesota

Dear Mr. Filippi:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services and building enclosure consulting, observations and testing for the Jackson County Government Services Building and Law Enforcement Center project in Jackson, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of the Project

We understand this project will include the construction of an addition to the existing Jackson County building. To facilitate construction of the new addition, a portion of the existing building will be demolished. The new building will include approximately 76,000 square feet of space and will include a below grade level below a portion of the building, a main floor, an upper level and a mechanical penthouse. The proposed structure incorporates cast-in-place concrete foundation/basement walls, structural steel framing, concrete masonry unit walls and hollow-core precast plank floors supported on conventional spread footings.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Wold Architects and Engineers, Bolton & Menk, Inc. and BKBM Engineers, dated September 9, 2023.
- Special Inspection and Testing Schedule prepared by BKBM Engineers, dated September 9, 2023.
- Construction schedule prepared by Contegrity Group.
- Addenda numbered 1 and 2, dated October 10, 2023 and October 12, 2023, respectively.
- A Geotechnical Evaluation Report prepared by Braun Intertec Corporation (B2210579), dated May 31, 2023.
- Discussions with yourself.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Base Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below building footprints and oversizing areas, below slabs, adjacent to walls and retaining walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade and precast topping.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Observe the security wall/dayroom masonry construction and grouting operation on a continuous basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry prism and unit testing.
- Perform structural masonry mortar testing.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, and the hold down connections.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Perform thickness and density measurements on cores provided by the contractor.

- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17 and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a *qualified* independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of 2 years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
 - The most current drawing package
 - The firestop specifications section – CSI - 078400
 - The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed 9 trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.

- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

Alternate 1 - Building Enclosure Consulting, Observations and Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building Science Group based in Minneapolis, Minnesota. The Building Science Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Building Enclosure Consulting - ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3

Proposed scope is based upon ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3 as required by Minnesota Energy Code for continuous air barrier design and installation verification program. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

Design Development and Final Construction Documents – Peer Reviews

- Perform one (1) review of the DD documents and one (1) review of the final construction documents. Reviews will focus on the exterior envelope, materials and assemblies, transitions between building enclosure assemblies, and fenestration and doors allowable air leakage.
- In addition to meeting the requirements of ASHRAE 90.1-2019, Braun Intertec’s design review services include reviewing for thermal transfer, constructability, and material compatibility.
- Provide reports and attend an online meeting following each review.

Construction Administration – Building Enclosure Observations

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.
- Perform periodic observations during installation of building enclosure systems, including waterproofing, below-grade systems, exterior walls, air/weather barriers, fenestrations and doors, roofing, and critical connections, junctions, and envelope transitions.
- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.

- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.
- We have included eight (8) site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

Construction Administration – Building Enclosure Testing

Air/Weather Barrier Observations and Testing

- Perform wet mil thickness checks at minimum of six (6) locations per visit if on site during application of fluid-applied membranes.
- Perform Qualitative Air Leakage Testing according to ASTM E1186 *Standard Practices for Air Leakage Site Detection in Building Envelopes Air Barrier Systems, Method 4.2.7 – Chamber Depressurization in Conjunction with Leak Detection Liquid*.
- Testing will be performed during periodic observation site visits.

Window Testing Pre-Test Conference and Submittal Review

- Attend the pre-construction meeting (if applicable) and perform pre-construction prep work and document review for understanding of specific product and installation method as a basis for our field-testing activities.
- Communicate testing procedures and requirements for field testing to project team.

Window Testing according to AAMA 501.2

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, *“Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.”*
- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to delivery water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.
- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.
- We have included three (3) tests in one site visit.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.

- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Building Enclosure Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review a minimum of 72 hours prior to our arrival on site.
- 48 hours' notice for scheduling observations for a specific time is required. Shorter than 48 hours' notice may impact our ability to perform the requested services. A minimum of 2 weeks' notice for scheduling window testing is required. This duration is also the minimum length of time required for sealant cure prior to testing.
- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.
- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions required, additional costs may be incurred.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.
- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

Alternate 2 – Site Related Non-Special Inspection Related Observations and Testing

Alternate 2 includes costs for observation and testing services for site utilities, retaining walls, bituminous pavements, sidewalks and exterior pavements.

Soil Related Services

- Observe and evaluate the soils exposed in retaining wall excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below adjacent to retaining walls and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement for retaining walls.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We have included testing for the exterior sidewalks, curb and gutter, and pavement.
- Perform laboratory compressive strength testing of the concrete samples.
- Perform floor flatness and levelness testing.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Perform thickness and density measurements on cores provided by the contractor.
- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in winter of 2024, and will be substantially complete by about Fall of 2025.

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The earthwork phase of the project will be substantially complete in 3 weeks. We have assumed that periodic earthwork observation and testing will be required.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- Concrete for foundations will be completed in approximately 2 months, with concrete being placed approximately four times per week.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with low lift grout techniques. We have assumed 30 grout placement for structural concrete with periodic observation and 45 days of masonry construction for security walls with continuous observation.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- Helical pile are listed as a special inspection item. Based on our review of the documents, helical pile are not included in the structural plans and as such, we have not included helical pile related services.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for the following estimated fees. Please initial adjacent to the services we are authorized to perform.

Scope of Services	Estimated Fee	Initials
Base Scope – Special Inspections and Testing	\$208,888	
Alternate 1 – Building Enclosure Observations and Testing	\$24,030	
Alternate 2 – Non-Special Inspection Related Materials Observations and Testing	\$59,568	
Total	\$292,486	

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor’s construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Philip Bailey at 507.995.2788 or pbailey@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer



Ray A. Huber, PE
Vice President, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB186288 - 1

Jackson CO Government Services Building and Law Enforcement

Client: Jackson County W CSAH 34 Jackson, MN 56143 (999) 999-9999	Work Site Address: 402 White Street Jackson, MN 56143	Service Description: Special Inspection and Testing Services
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	Special Inspections and Testing				
Activity 1.1	Soil Observations and Testing				\$18,475.00
206	Excavation Observations	81.00	Hour	98.00	\$7,938.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Foundation Excavations	14.00	Trips	1.00	14.00
	Site Demo	5.00	Trips	4.00	20.00
	Foundation Excavations	8.00	Trips	4.00	32.00
	Underpinning	3.00	Trips	5.00	15.00
207	Compaction Testing - Nuclear	64.00	Hour	88.00	\$5,632.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Foundation Wall Backfill	22.00	Trips	2.00	44.00
	Site Demo	5.00	Trips	4.00	20.00
1308	Nuclear moisture-density meter charge, per hour	64.00	Each	15.00	\$960.00
1861	CMT Trip Charge	21.00	Each	110.00	\$2,310.00
128	Senior Engineer	6.00	Hour	185.00	\$1,110.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	175.00	\$525.00
Activity 1.2	Concrete Observations and Testing				\$66,880.00
260	Concrete Observations	60.00	Hour	98.00	\$5,880.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Area B Footings	16.00	Trips	1.00	16.00
	Area B Foundation Walls	18.00	Trips	1.00	18.00
	Area A Footings	6.00	Trips	1.00	6.00
	Area A Foundation Walls/Piers	5.00	Trips	1.00	5.00
	Epoxy Observations	3.00	Trips	5.00	15.00
261	Concrete Testing	290.50	Hour	88.00	\$25,564.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Area B Footings	16.00	Trips	3.50	56.00
	Area B Foundation Walls	18.00	Trips	4.00	72.00
	Area A Footings	6.00	Trips	3.50	21.00
	Area A Foundation Walls/Piers	5.00	Trips	3.50	17.50
	Area B Slab-on-grade	12.00	Trips	4.00	48.00
	Area A Slab-on-grade	6.00	Trips	4.00	24.00
	Area B Precast Topping	9.00	Trips	4.00	36.00
	Area A Precast Topping	4.00	Trips	4.00	16.00
278	Concrete Cylinder Pick up	117.00	Hour	88.00	\$10,296.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Cylinder Pickup	39.00	Trips	3.00	117.00
1861	CMT Trip Charge	118.00	Each	110.00	\$12,980.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	380.00	Each	32.00	\$12,160.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Area B Footings	16.00	Sets	5.00	80.00
	Area B Foundation Walls	18.00	Sets	5.00	90.00

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Jackson CO Government Services Building and Law Enforcement

	Area A Footings	6.00 Sets	5.00	30.00	
	Area A Foundation Walls/Piers	5.00 Sets	5.00	25.00	
	Area B Slab-on-grade	12.00 Sets	5.00	60.00	
	Area A Slab-on-grade	6.00 Sets	5.00	30.00	
	Area B Precast Topping	9.00 Sets	5.00	45.00	
	Area A Precast Topping	4.00 Sets	5.00	20.00	
294	Floor Flatness Testing		Hour	110.00	\$.00
1794	Floor Flatness Equipment, per pour		Each	225.00	\$.00
1861	CMT Trip Charge		Each	110.00	\$.00
Activity 1.3	Masonry Observations and Testing				\$82,256.00
203	Masonry Observations	630.00	Hour	98.00	\$61,740.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Structural Walls	36.00 Trips	5.00	180.00	
	Security Walls	45.00 Trips	10.00	450.00	
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per specimen	21.00	Each	175.00	\$3,675.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Hollow block prisms	7.00 Sets	3.00	21.00	
1407	Net area determination (ASTM C 140) , per specimen	21.00	Each	58.00	\$1,218.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Net area	7.00 Sets	3.00	21.00	
1486	Mortar-Aggregate Ratio Test (ASTM C780 Annex A4), per specimen	14.00	Each	100.00	\$1,400.00
1404	Compressive strength - Block, per specimen	21.00	Each	55.00	\$1,155.00
1490	Compressive strength of 2x2 mortar cube (ASTM C 109), per specimen	84.00	Each	32.00	\$2,688.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Mortar	14.00 Sets	6.00	84.00	
213	Masonry Sample Pick up		Hour	88.00	\$.00
1861	CMT Trip Charge	81.00	Each	110.00	\$8,910.00
1412	Compressive strength of grout (ASTM C 1019), per specimen	21.00	Each	70.00	\$1,470.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Grout prisms	7.00 Sets	3.00	21.00	
Activity 1.4	Structural Steel Observations				\$8,700.00
605	ICC Structural Steel Technician	60.00	Hour	115.00	\$6,900.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Welding, Framing, Bolting	10.00 Trip	6.00	60.00	
1664	NDE Trip charge	10.00	Each	180.00	\$1,800.00
Activity 1.5	Pavement Observations and Testing				\$.00
211	Proofroll Observations		Hour	98.00	\$.00
1861	CMT Trip Charge		Each	110.00	\$.00
209	Sample pick-up		Hour	88.00	\$.00
1542	Thickness and Density of Bituminous Core		Each	50.00	\$.00
1744	MnDOT Verification Without Percent Crush & FAA		Each	550.00	\$.00
1162	Sieve Analysis with 200 wash, per sample		Each	135.00	\$.00
Activity 1.6	Firestopping Special Inspections				\$14,830.00
5517	Pre-Con Meeting/Submittal Review	1.00	Each	1,450.00	\$1,450.00
5520	Firestopping Inspection (Includes Trip Charge)	9.00	Each	1,395.00	\$12,555.00
5522	Firestopping Final Report	1.00	Each	825.00	\$825.00
654	Firestopping Consultant (If Needed)		Hour	165.00	\$.00
Activity 1.7	Project Management, Engineering Review, Oversight				\$17,747.00

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Jackson CO Government Services Building and Law Enforcement

238	Project Assistant	32.00	Hour	86.00	\$2,752.00
226	Project Manager	70.00	Hour	170.00	\$11,900.00
125	Project Control Specialist	8.00	Hour	130.00	\$1,040.00
128	Senior Engineer	3.00	Hour	185.00	\$555.00
1666	Special Inspection Final Report	1.00	Each	1,500.00	\$1,500.00
				Phase 1 Total:	\$208,888.00

Phase 2		Non-Special Inspection Related Materials Observations and Testing			
Activity 2.1	Soil Observations and Testing				\$13,545.00
206	Excavation Observations	28.00	Hour	98.00	\$2,744.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Excavations	7.00	Trips	4.00	28.00
207	Compaction Testing - Nuclear	72.00	Hour	88.00	\$6,336.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Backfill	12.00	Trips	4.00	48.00
	Utilities	6.00	Trips	4.00	24.00
1308	Nuclear moisture-density meter charge, per hour	72.00	Each	15.00	\$1,080.00
1861	CMT Trip Charge	26.00	Each	110.00	\$2,860.00
128	Senior Engineer		Hour	185.00	\$0.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	175.00	\$525.00
Activity 2.2	Concrete Observations and Testing				\$35,230.00
260	Concrete Observations	12.00	Hour	98.00	\$1,176.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Footings	8.00	Trips	0.50	4.00
	Retaining Walls	8.00	Trips	1.00	8.00
261	Concrete Testing	132.00	Hour	88.00	\$11,616.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Footings	8.00	Trips	3.50	28.00
	Retaining Walls	8.00	Trips	3.50	28.00
	Sidewalks/Exterior Pavements	12.00	Trips	4.00	48.00
	Curb and Gutter	7.00	Trips	4.00	28.00
278	Concrete Cylinder Pick up	51.00	Hour	88.00	\$4,488.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	17.00	Trips	3.00	51.00
1861	CMT Trip Charge	52.00	Each	110.00	\$5,720.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	175.00	Each	32.00	\$5,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Retaining Wall Footings	8.00	Sets	5.00	40.00
	Retaining Walls	8.00	Sets	5.00	40.00
	Sidewalks/Exterior Pavements	12.00	Sets	5.00	60.00
	Curb and Gutter	7.00	Sets	5.00	35.00
294	Floor Flatness Testing	42.00	Hour	110.00	\$4,620.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Floor Flatness	6.00	Trips	7.00	42.00
1794	Floor Flatness Equipment, per pour	6.00	Each	225.00	\$1,350.00
1861	CMT Trip Charge	6.00	Each	110.00	\$660.00
Activity 2.3	Pavement Observations and Testing				\$7,960.00
211	Proofroll Observations	24.00	Hour	98.00	\$2,352.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Parking lots	6.00	Trips	4.00	24.00

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Jackson CO Government Services Building and Law Enforcement

1861	CMT Trip Charge	12.00	Each	110.00	\$1,320.00
209	Sample pick-up	21.00	Hour	88.00	\$1,848.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample pick-up	6.00	Trips	3.50	21.00
1542	Thickness and Density of Bituminous Core	16.00	Each	50.00	\$800.00
1744	MnDOT Verification Without Percent Crush & FAA	2.00	Each	550.00	\$1,100.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	135.00	\$540.00
Activity 2.4	Project Management, Engineering Review, Oversight				\$2,833.00
238	Project Assistant	8.00	Hour	86.00	\$688.00
226	Project Manager	10.00	Hour	170.00	\$1,700.00
125	Project Control Specialist	2.00	Hour	130.00	\$260.00
128	Senior Engineer	1.00	Hour	185.00	\$185.00
	Phase 2 Total:				\$59,568.00

Phase 3	Building Enclosure Consulting, Observations and Testing (ASHRAE 90.1-2019)				
Activity 3.1	Design Development				\$3,120.00
163	Principal Consultant	8.00	Hour	205.00	\$1,640.00
198	Senior Engineer/Architect/Scientist	8.00	Hour	185.00	\$1,480.00
Activity 3.2	Final Construction Documents				\$2,340.00
163	Principal Consultant	6.00	Hour	205.00	\$1,230.00
198	Senior Engineer/Architect/Scientist	6.00	Hour	185.00	\$1,110.00
Activity 3.3	Building Enclosure Observations				\$12,420.00
5532	Pre-Construction and Document Review	2.00	Each	630.00	\$1,260.00
5501	Periodic Enclosure Observation (Ea)	8.00	Each	720.00	\$5,760.00
5150	BaSS Mobilization Charge	8.00	Each	675.00	\$5,400.00
Activity 3.4	Air/Weather Barrier Testing				\$700.00
5507	Qualitative Air Leakage Testing, Bubble Gun (10 Locations)	2.00	Each	350.00	\$700.00
Activity 3.5	Window Testing				\$4,305.00
5532	Pre-Construction and Document Review	1.00	Each	630.00	\$630.00
5510	AAMA 501.2 Window Test (Ea)	3.00	Each	1,000.00	\$3,000.00
5538	RETEST/ADD'L – AAMA 501.2		Each	1,000.00	\$0.00
5150	BaSS Mobilization Charge	1.00	Each	675.00	\$675.00
Activity 3.6	Project Management and Reporting				\$1,145.00
5514	Window Testing Report (ea.) [one report per trip scheduled]	1.00	Each	270.00	\$270.00
162	Senior Consultant	3.00	Hour	185.00	\$555.00
161	Project Consultant	2.00	Hour	160.00	\$320.00
	Phase 3 Total:				\$24,030.00

Proposal Total:	\$292,486.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Position Reclassification

Board Action Request:

Approve reclassification of the HR Coordinator/Assistant to the Administrator position classification to grade 18 with the position renamed HR Director/Assistant to the Administrator and the incumbent's salary adjusted to grade 18 step 5.

Background & Comments:

County Policy 400 provides the process for reclassification of position classifications. The HR Coordinator position was reviewed for reclassification due to a significant increase in decision-making latitude and technical expertise required for the position. The revised position description was submitted to the County's classification and compensation consultant for study and review. The consultant recommends reclassification to grade 18 in the County's compensation plan. The County's Reclassification Review Committee is made up of the County Administrator, Human Resources Coordinator and applicable department head. Since there is no applicable department head in this instance and to avoid a conflict of interest for the HR Coordinator, this reclassification request is being presented to the County Board for approval.

Attachments: consultant recommendation

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

February 14, 2024

Ryan Krosch
Jackson County Administrator
Jackson County
405 Fourth Street
Jackson, MN 56143

Dear Ryan,

I have reviewed the revised Jackson County job description for the job called Human Resource Coordinator (proposed as HR Director – County Administrator Assistant) and have rated the job as follows:

Qualifications		Decisions		Problem Solving		Relationships		Effort A		Effort B		Hazards		Environment		Total	New Grade
q56	120	d33	93	p15	74	r19	79	ea5	4	eb14	12	h17	13	n5	8	403	18

The job requires a bachelor’s degree and five years of related experience, or equivalent. The job is rated accordingly.

Decisions are rated based on applying professional managerial judgment within direction of the County Administrator. The job constitutes a major staff function. Problem solving is advanced and impact is significant.

Relationships are rated based on maintaining relationships with key decision makers, including department heads and elected officials. Communications require frequent technical discussions or presentations and occasional negotiation.

Effort A is based on light physical work. Effort B is based on high attention to detail and deadlines up to 45% of the time, such as supporting board activities.

Hazards are rated for injuries associated with working in an office environment. Environment considers occasional exposure to emotionally charged individuals, such as with employee grievances.

The job is rated at 403 points, which guides it to grade 18.

This job is FLSA exempt (administrative) and is not subject to overtime rules.

Sincerely,
George B. Gmach, Consultant



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Victim Witness Coordinator Job Description

Board Action Request:

Approve the Victim Witness Coordinator job description.

Background & Comments:

Attached is the newly created job description for the Victim Witness Coordinator position that will be a shared position for Jackson and Cottonwood Counties. County policy requires all new job descriptions to be approved by the County Board.

Attachments: Job description

Fiscal Impact: Jackson County's share of the cost will be funded with State Public Safety Aid

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

JACKSON COUNTY JOB DESCRIPTION



Position: Victim Witness Coordinator

Department: County Attorney

Supervisor: County Attorney

FLSA Status: Non-Exempt

Union Status: None

Grade: 13

Adoption Date:

Revision Date:

Prepared by: County Administrator

JOB SUMMARY:

The Victim Witness Coordinator is responsible for executing the goals and purpose of the Jackson and Cottonwood County Attorney's Offices. Primary duties include assisting and supporting victims, facilitating communication between victims, service providers and County Attorney's offices, and general case management responsibilities. This position may assist with various duties of the County Attorney's offices in the absence of other staff.

SCOPE OF RESPONSIBILITY:

The Victim Witness Coordinator is responsible for the quality and timeliness of their own work. Work is performed independently under general supervision of the Jackson County Attorney.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

1. Establishes initial communication with victims and advises them of their statutory rights and the availability of support services.
2. Keeps victim apprised of the status of their case as it moves through the legal system and provides emotional support throughout the process.
3. Explains case outcomes and prepares, maintains, collects, reviews, updates, receives, and/or sends out reports, affidavits, statements, and other documents to identify evidence to support restitution or other claims. Ensures timely and accurate documentation, and complies with applicable laws, regulations, policies, and procedures.
4. Acts as a liaison between victims and the County's Attorney Office, law enforcement agencies and other service providers.

5. Coordinates with the County Attorney's Office and law enforcement agencies to exchange case-related information and ensure protection of victims' rights.
6. Manages schedules for trials and contested hearings involving testimony and assists with witness preparation.
7. Accompanies parties to court hearings, or may attend on their behalf, in order to explain the process, keep apprized of case progress and/or answer questions.
8. Provides community outreach and education to victims. Related duties may involve educating and presenting to the public about services and programs available to victims/witnesses.
9. Performs Other Related Functions as Apparent or Assigned.

MINIMUM QUALIFICATIONS:

The job requires an associate degree in the field of criminology, psychology, social work, or a related field and three years of related work experience, including criminal justice experience.

Preferred is a bachelor's degree and prior work in fields such as Victim Services, Victim Advocacy, Social Work, Probation, Law Enforcement, legal assistant, paralegal or court administration staff. A valid driver's license is required.

KNOWLEDGE, SKILLS, & ABILITIES:

- Knowledge of criminal procedure and its application to crimes and crime victims from initial prosecution through final dispositions
- Knowledge of Minnesota Statutes, including but not limited to, 611A, 609.2242, 609.2247, and 609.344
- Knowledge of law enforcement investigative procedures
- Knowledge of local social service agencies and services they provide
- Knowledge of courtroom and testimony procedures
- Fundamental working knowledge of local operating systems and procedures, including but not limited to victim/witness locator tools, MCAPS, and MNCIS
- Ability to be tactful and adept in dealing with a wide variety of people
- Ability to deal with the public in difficult/stressful situations
- Ability to work with and manage materials in a confidential manner
- Ability to organize workload to efficiently prioritize/meet multiple demands and deadlines
- Ability to understand and follow complex oral and written instructions, adhere to schedules and perform work assignments
- Ability to establish and maintain effective working relationships with department personnel,

attorneys, law enforcement personnel, experts and the general public

- Ability to effectively communicate both orally and in writing
- Create a positive work environment of equity and inclusion.
- Promote a spirit of teamwork and cooperation among all employees and provide a work environment of mutual respect.
- Maintains appropriate professional boundaries.

PHYSICAL DEMANDS & WORKING CONDITIONS:

The job is performed in a normal office environment. Physical activity is moderate and intermittent such as occasionally lifting or carrying files or equipment up to 25 pounds. Transcription and document preparation may require sustained keyboarding, but ordinarily tasks are varied throughout the day. Driving is frequent.

The individual will work with people under the stress of being involved with the court system, which requires discretion, tact, and patience. The incumbent has intermittent exposure to objectionable language or hostile or aggressive behavior by members of the public. Attention to detail is critical as workload demands and the impact of deadlines are high.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The County Board and County Administrator retain the discretion to add duties or change the duties of this position at any time.



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Court Svs

Presenter: Robert Jirele

Recommendation: Approve

Item: Professional Service Agreement

Board Action Request:

Approve Professional Service Agreement

Background & Comments:

The Professional Service Agreement is a agreement to continue to share a support staff position between Jackson County Court Services, Jackson County Attorney's Office, and the Family Service Network. This agreement is a yearly renewal among the three agencies. This agreement has been in place for several years and it has proved to be beneficial to all three departments involved.

Attachments: Copy of agreement.

Fiscal Impact: None

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

Personal/Professional Service Agreement

THIS AGREEMENT is made and entered into by and between the County of Jackson, State of Minnesota (County), through the County Attorney's Office and Court Services Office, (Department), 405 Fourth Street, Jackson, MN 56143, and Family Services Network, (Contractor), 402 White Street, Jackson, MN 56143.

RECITALS

WHEREAS, the County, through the Department, wishes to purchase the services of Contractor as an administrative assistant for both Court Services and the County Attorney's Offices; and

WHEREAS, there are funds available for the purchase of these services. Court Services and County Attorney shall be billed separately for the hours that they use of the Administrative Assistant's contracted time;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Contractor agree as follows:

1) **Term and Cost of the Agreement**

The Contractor agrees to furnish services on behalf of the County during the period January 1, 2024, through December 31, 2024.

The Contractor shall be paid an hourly rate of \$21.11. The cost of this Agreement shall not exceed \$24,317 total for both County offices.

2) **Services to be Provided**

A. County Attorney's Office Duties

1. Provides general administrative and technical support for the County Attorney's Office, including but not limited to:
 - 1.1 Maintains and updates the County Attorney's scanned reference files;
 - 1.2 Answers phones and assists callers with obtaining appointments or other needs as applicable;
 - 1.3 Calendars appointments and hearings based on mail and e-filing documents received;
 - 1.4 Prepares legal correspondence for mailing and delivery;
 - 1.5 Types, files, copies, assembles, and distributes mail and other paperwork;
 - 1.6 Provides general administrative support to the County Attorney's Office staff.
2. Transcribes recordings and interviews as directed.
3. Performs other duties as assigned.

B. Court Services Office Duties

1. Performs the system administrator responsibilities for various data and reporting systems.
 - 1.1 Serves as Systems Administrator for the Court Services Tracking System (CSTS), assuming responsibility for all aspects of this system including entering and maintaining all data, generating system reports, linking data to other state systems, ensuring agency compliance with state requirements and training agents on the system updates.
2. Performs general administrative functions.
 - 2.1 Develops and prepares Court Orders for Judicial signature;
 - 2.2 Types court reports, correspondence, memoranda, appointment notes, and other material for Court Services;
 - 2.3 Answers telephone, greet public, clients, and professionals referring them to appropriate area;
 - 2.4 Schedules appointments and calendar all court hearings;
 - 2.5 Processes all incoming documents and mail, referring on to the appropriate area;
 - 2.6 Prepares and maintains all file folders, including all necessary documents according to Court order.
3. Performs other duties as assigned.

3) **Payment for Services**

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against the County. Each month shall have a base cost of \$118.09 for the County Attorney's Office and \$78.63 for the Court Services Office to account for vacation and holiday pay. County Office shall then only pay actual hours worker per office in additional to the base amount per month. The hours shall be paid at a rate of \$21.11 per hour.

Additionally, at times that the administrative assistant is assigned to work for Family Services Network yet has her assistant duties completed, with the exception of assisting customers that arrive and answering phones/email, the administrative assistant may work on duties assigned by either the County Attorney or Court Services Offices while at the Family Services Network office at a rate of \$10.56 per hour (split rate between the office assigning work and Family Services Network). On monthly billings these hours must be marked as split rate time.

4) **Independent Contractor Status**

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Jackson, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws; and

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

5) Indemnification and Insurance

Each party shall be responsible for the supervision and actions of the Administrative Assistant while the Administrative Assistant is scheduled with and performing work for that party. Each party agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Contract.

The parties each agree that in order to protect itself as well as the other parties under the indemnity provision set forth above, they will at all times during the term of this contract keep in force:

a) General Liability Insurance Policy, with minimum limits of liability as follows:

1. \$3,000,000 Aggregate
2. \$3,000,000 Products and Completed Operations Aggregate
3. \$1,500,000 Personal Injury and Advertising Injury
4. \$1,500,000 Each Occurrence
5. \$ 100,000 Fire Damage Limit
6. \$ 5,000 Medical Expenses

Excess umbrella liability coverage may be used to reach the minimum limits.

b) Contractor shall keep in place Workers' Compensation Insurance as required by law.

c) The parties hereby expressly state that they do not waive any limitations for claims set forth in Minn. Stat. Ch. 466.

6) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the

Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Contractor agrees to abide by the applicable provisions of the Minnesota Data Practices Act in Minnesota Statutes Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy and/or confidentiality.

7) **Records-Availability and Retention**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) **Merger and Modification**

- a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.
- c) This Agreement specifically supersedes and replaces the agreement between Jackson County Court Services and Family Services Network for professional services signed on January ____, 2023.

9) **Default and Cancellation**

- a) If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

- b) This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

10) **Subcontracting and Assignment**

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Neither party may assign, delegate or otherwise transfer this agreement or any of its rights or obligations hereunder without the prior written consent of the other parties.

11) **Nondiscrimination**

During the performance of this Agreement, the Contractor and County agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, 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 and all applicable federal and state laws against discrimination.

12) **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

FAMILY SERVICES NETWORK

By: Bonnie Traetow
Bonnie Traetow, FSN Director

Date: 2/13/24

By: Robert Jirek
Robert Jirek, Court Services Director

Date: 2-13-24

By: _____

Date: _____

COUNTY OF JACKSON

By: Kristi L. Meyeraan
Kristi L. Meyeraan, County Attorney

Date: 2/13/24

By: _____
Don Wachal, Board Chair

Date: _____

APPROVED AS TO FORM & EXECUTION

By: Kristi L. Meyeraan
Kristi L. Meyeraan, County Attorney



Request for Board Action
Agenda Item No. 2.7.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Sandy Point Bathroom Bid Approval

Board Action Request:

Approve HUFFCUT bid of \$305,250.00 to build new Family style bathroom at Sandy Point

Background & Comments:

This will bring Jackson County into compliance with the MN Dept. of Health. This precast concrete structure will also act as a storm shelter for our campers. A majority portion (\$252,500.00) has been allocated by county and is currently in Parks reserves fund. The remaining amount is included in this years' Parks budget. The plan is for construction to begin this Summer with the facility to be fully functional for the 2025 Camping Season beginning April/May.

This project would connect into last seasons installation of a compliant septic system and above ground drain field. A dump station is currently available this season for use. Three full hook up back in sites were installed with this system last year.

Having tracked continued growth of camping at park and the addition of an on-line reservation system this season, this bathroom will further impact the growth in a positive way for our community.

Attachments: Layout of building specs and bid and future site expansion plans

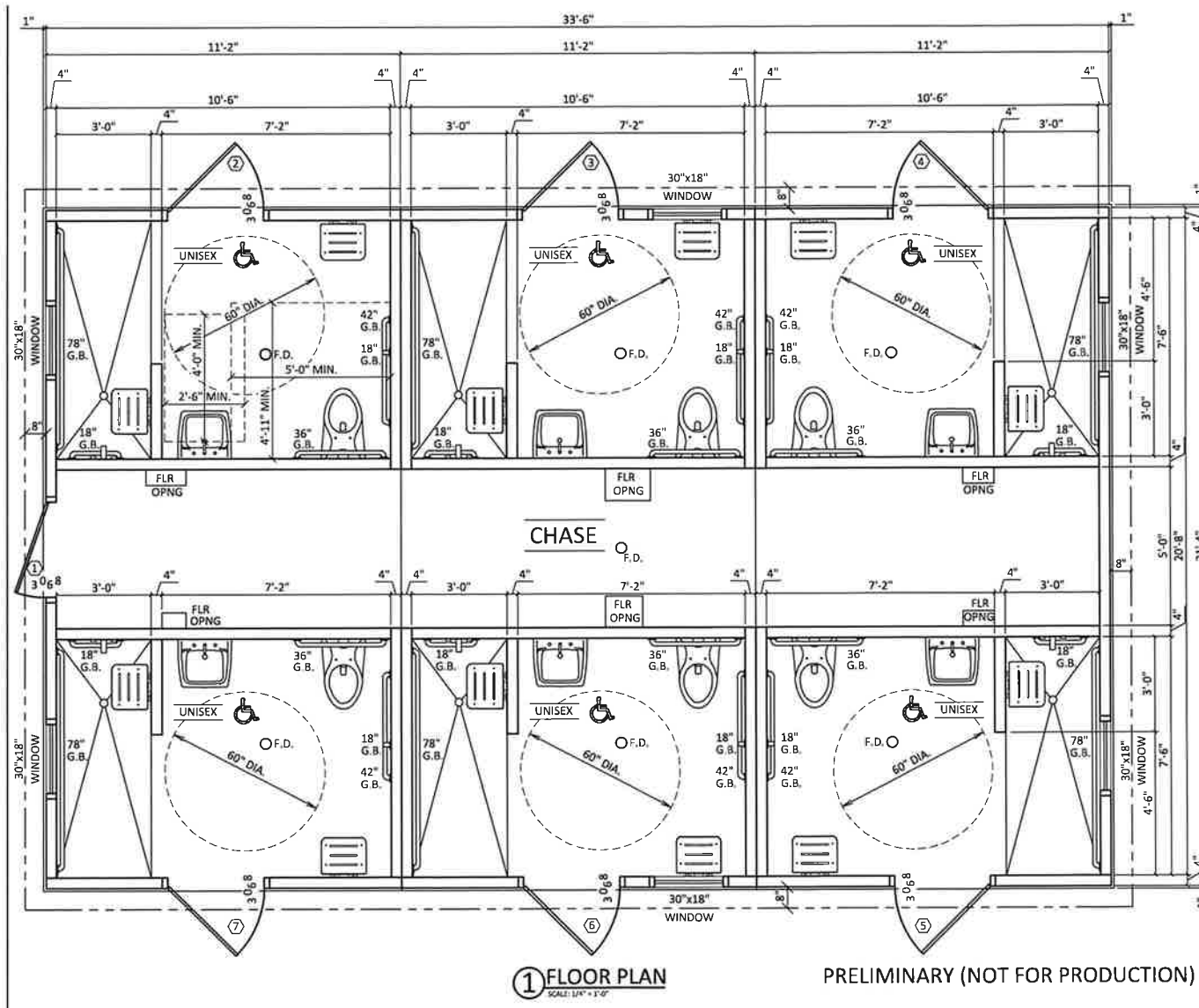
Fiscal Impact: Parks Budget

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

- MODULAR -

TAMARACK



Floor plans are for reference only. This drawing shall not be copied or submitted to others without the consent of this company.

4154 123rd St. Chippewa Falls, WI 54729 | 715-723-7446
HUFFCUTT.COM

Sandy Point Modular Bathroom – Shower Building – Request for Quotes and Qualifications

Scope of Project: Construction and on-site placement of a prefabricated precast concrete family style restroom – shower building.

Anticipated Building Season: To be delivered and set before September 30, 2024

Contractor Requirements: Contractors/builders must construct building to meet all State of Minnesota Building Codes whether electrical, structural, and plumbing., and provide proper paperwork to the county authenticating MN standards were met or exceeded.

Specifications of Modular Building:

PART 1 – GENERAL

1. SCOPE

1.1. Construction and onsite placement of a prefabricated precast concrete family style restroom – shower building.

2. MANUFACTURER

2.1. Manufacturer shall be Huffcutt Concrete or a pre-approved equal.

2.2. Manufacturer shall be an NPCA Certified Plant or equal with verifiable references demonstrating quality, design and service upon request.

2.3. Manufacturer will provide a written warranty providing 20 years structural, manufacturer's warranty on all hardware and components not produced at precast concrete manufacturer's plant, and 3 years against defects in paint, caulk, and grout.

3. DESIGN

3.1. Building will be manufactured using precast concrete including the roof. Building's structural and foundation design will be relevant to the region and properties associated with its final placement. Design will also meet ADA and building code requirements.

4. SUBMITTALS

4.1. Manufacturer shall provide submittals and engineering if requested.

PART 2 – PRODUCTS

1. MATERIALS

1.1. Doors and Frames

1.1.1. Doors shall be 18ga galvanized metal, louvered with 16ga frames. Doors and frames shall include one coat of rust inhibitive primer and two finish coats of enamel paint.

1.2. Door Hardware

1.2.1. Aluminum drip cap. Reese or equal.

1.2.2. Door closure with hold open. Cal-Royal or equal.

- 1.6.2. ADA toilet stalls shall have (1) 18" stainless vertical grab bar, (1) 36" stainless horizontal grab bar, (1) 42" stainless horizontal grab bar.
- 1.6.3. ADA showers shall have (1) 18" stainless vertical grab bar, (1) 30" stainless horizontal grab bar, (1) 42" stainless horizontal grab bar.
- 1.6.4. Stainless frame 18" x 36" mirror.
- 1.6.5. Bradley ADA compliant reversible phenolic shower seat.
- 1.6.6. (2) coat hooks

1.7. Sealers

- 1.7.1. Floor shall be sealed using a deep penetrating, high alkali resistant, low volatility product. TK-290 or equal.

1.8. Caulks and Grout

- 1.8.1. All joints between precast panels shall be caulked using a durable, flexible polyurethane sealant. BASF Sonolastic NP-1 or equal.
- 1.8.2. Weld plate panel connections shall be grouted flush with interior wall surface. Speed Crete Red Line or equal.

2. FINISHES

2.1. Interior

- 2.1.1. Smooth trowel finish.

2.2. Exterior

- 2.2.1. Exterior wall appearance to be approved by owner using an architectural form liner.
- 2.2.2. Roof shall be cedar shake architectural form liner.

2.3. Paint

2.3.1. Interior

- 2.3.1.1. Wall panels shall be primed with a premium quality water based acrylic bonding primer moisture and alkali resistant. Finish coat shall be a high performance acrylic enamel.

2.3.2. Exterior

- 2.3.2.1. Roof shall be covered with a quality 100% acrylic satin paint. Owner to determine color.
- 2.3.2.2. Walls shall be covered with a quality concrete stain. Owner to determine color.
- 2.3.2.3. Doors shall be covered using 2 coats of a high performance 100% acrylic satin enamel. Owner to determine color.

Part 3 – Execution

1. PRECAST CONCRETE FAMILY STYLE RESTROOM – SHOWER BUILDING

- 1.1. Building manufacturer shall construct, assemble, paint, install plumbing and electrical at their plant so that it may be transported to the jobsite in finished modules and placed using a crane.
- 1.2. Building manufacturer shall provide mechanical rough in drawing showing where electrical, water supply line, waste line, and floor drains are to be located for hook up to building.

AUTOMOBILE LIABILITY

A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this Agreement, which shall include the following coverages at a minimum:

\$1,500,000 per occurrence

UMBRELLA

\$1,000,000 each occurrence/aggregate

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota.

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Vendor to purchase and maintain additional insurance that it may be necessary in connection with this Agreement.

Project Site: Sandy Point Park: 41699 850th Street Lakefield, MN 56150

Modular Restroom - Shower Quote/Bid	\$ <u>252,450</u>
<i>MISC</i> / Engineering/MEP Calculations/3 rd Party Approvals to Meet MN Building Codes Quote/Bid	\$ <u>30,000</u>
Delivery	\$ <u>7,800</u>
Crane rental	\$ <u>15,000</u>
Quote Total:	\$ <u>305,250</u>

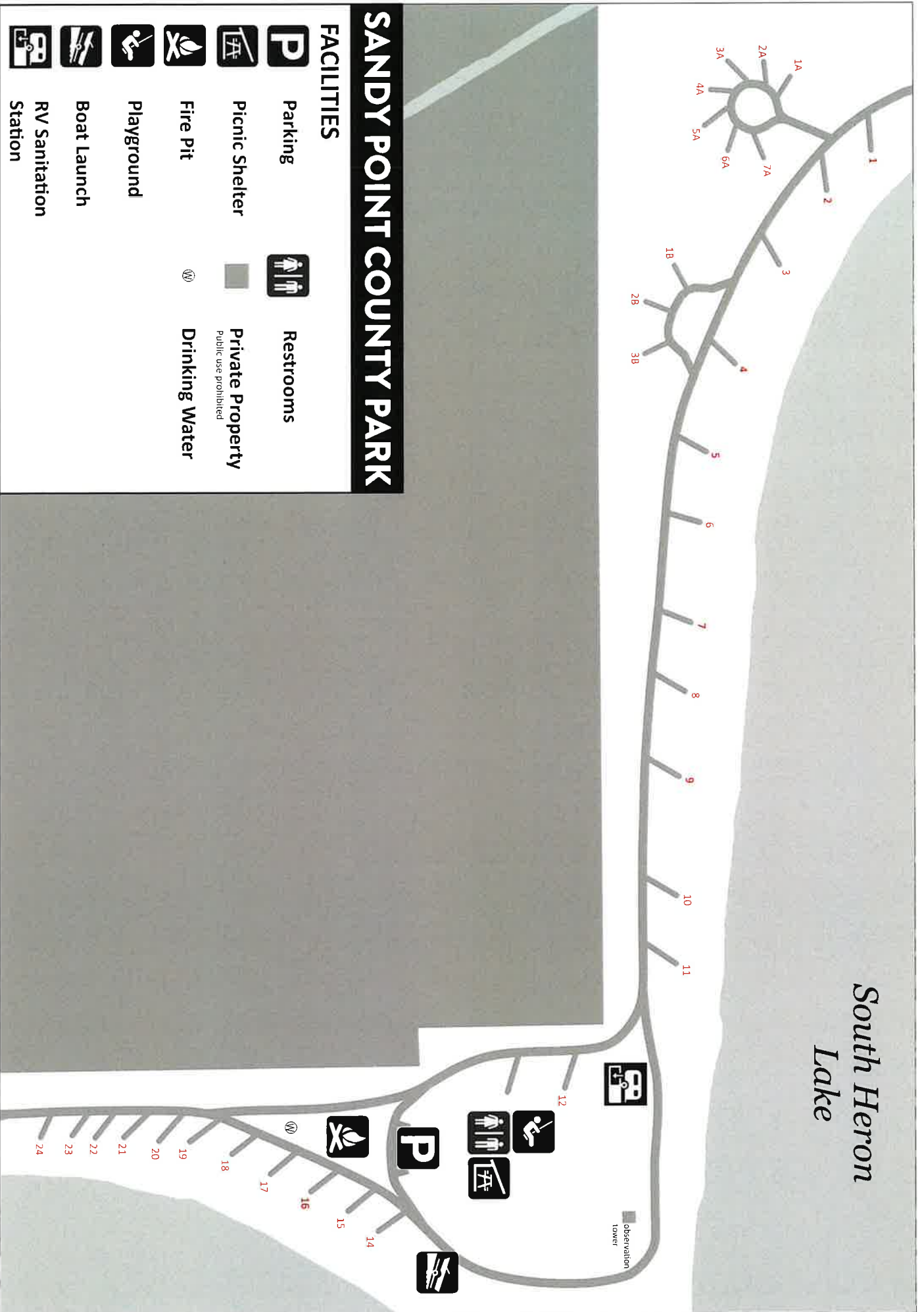
Note: the buildings will meet all MN building codes for plumbing and electrical.

Huffcutt
Builder/Contractor/Company Name

Reed Sorensen / location manager
Authorized Representative/Title









[Signature] / 1/30/24
Signature/Date

South Heron Lake



SANDY POINT COUNTY PARK

FACILITIES

- P** Parking
-  Picnic Shelter
-  Fire Pit
-  Playground
-  Boat Launch
-  RV Sanitation Station
-  Restrooms
-  Private Property
Public use prohibited
-  Drinking Water





Request for Board Action
Agenda Item No. 2.8.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Land Mgmt/SWCD

Presenter: _____

Recommendation: Approve

Item: 2024 Recycling and Solid Waste Licenses

Board Action Request:

Approve licenses for recycling and solid waste haulers

Background & Comments:

Attachments: Recycling and Solid Waste Licenses

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

Application for Recycling License

Jackson County, Minnesota

Application No. 202404

Applicant Name: Schaap Sanitation
Applicant Address: PO Box 698; Worthington, MN 56187
Phone No.: 507-376-9218

Applicant agrees to comply with all regulations of the Minnesota Pollution Control Agency, Solid Waste Ordinance and Resolutions of the County Board of aforesaid County pertaining thereto:

Dated JAN 10, 2024


Signature

..... FOR OFFICE USE.....

The above-named applicant is hereby granted the requested license for a period ending on the 31st day of December, 2024.

Dated 2-15, 2024

Approved by: 
County Solid Waste Officer

.....

RECYCLING LICENSE

JACKSON COUNTY, MN

Issued to: Schaap Sanitation

License No. 202404

License granted for the operation of: Recycling Collection from 1/1/2024 to 12/31/2024.

This 20th day of February, 2024.

This license must be renewed annually.

Chairman, Jackson County Board of Commissioners

ATTEST: _____
Jackson County Administrator

Application for Recycling License

Jackson County, Minnesota

Application No. 202402

Applicant Name: Ron Rehnelt
Applicant Address: 402 W. 5th Ave; Lakefield, MN 56150
Phone No.: 507-662-6691

Applicant agrees to comply with all regulations of the Minnesota Pollution Control Agency, Solid Waste Ordinance and Resolutions of the County Board of aforesaid County pertaining thereto:

Dated 1-11-24, 2024

Ronald Rehnelt
Signature

..... FOR OFFICE USE.....

The above-named applicant is hereby granted the requested license for a period ending on the 31st day of December, 2024.

Dated 2-15, 2024

Approved by: Val Cihak
County Solid Waste Officer

RECYCLING LICENSE

JACKSON COUNTY, MN

Issued to: Ron Rehnelt

License No. 202402

License granted for the operation of: Recycling Collection from 1/1/2024 to 12/31/2024.

This 20th day of February, 2024.

This license must be renewed annually.

Chairman, Jackson County Board of Commissioners

ATTEST: _____
Jackson County Administrator

Application for Solid Waste Hauling License

Jackson County, Minnesota

Application No. 202401

Applicant Name: Waste Management
Applicant Address: 739 Beaver Ave; Mankato, MN 56001
Phone No.: 507-344-2221

The above-named applicant HEREBY MAKES APPLICATION FOR LICENSE for the following:

Truck – Model: See Attached **License No.:** See Attached

Applicant further states the following cities, township, and/or corporations are served:

Garbage Collection for Customers in Jackson County, MN

Applicant agrees to comply with all regulations of the Minnesota Pollution Control Agency and the Solid Waste Ordinance and Resolutions of the County Board of aforesaid County pertaining thereto:

Dated, 1/9 20 24

[Signature]
Signature

..... FOR OFFICE USE.....

The above-named applicant is hereby granted the requested license for a period ending on the 31st day of December, 2024, upon payment of the \$50 per vehicle license fee.

Dated 2-15, 20 24

Approved by: [Signature]
County Solid Waste Officer

.....

SOLID WASTE HAULING LICENSE

JACKSON COUNTY, MN

Issued to: Waste Management

License No. 202401

License granted for the operation of: Garbage Collection for Customers in Jackson County, MN
For the time frame: 1/1/2024 to 12/31/2024

This 20th day of February, 2024.

This license must be renewed annually.

Chairman, Jackson County Board of Commissioners

ATTEST: _____
Jackson County Administrator

.....

Application for Solid Waste Hauling License

Jackson County, Minnesota

Application No. 202403

Applicant Name: Schaap Sanitation
Applicant Address: PO Box 698; Worthington, MN 56187
Phone No.: 507-376-9218


The above-named applicant HEREBY MAKES APPLICATION FOR LICENSE for the following:

Truck – Model: See Attached **License No.:** See Attached

Applicant further states the following cities, township, and/or corporations are served:
Garbage Collection for Customers in Jackson County, MN

Applicant agrees to comply with all regulations of the Minnesota Pollution Control Agency and the Solid Waste Ordinance and Resolutions of the County Board of aforesaid County pertaining thereto:

Dated, JAN 10 2024



Signature

..... FOR OFFICE USE.....

The above-named applicant is hereby granted the requested license for a period ending on the 31st day of December, 2024, upon payment of the \$50 per vehicle license fee.

Dated 2-15, 2024

Approved by: Val Cihak
County Solid Waste Officer

SOLID WASTE HAULING LICENSE	
<u>JACKSON COUNTY, MN</u>	
Issued to: <u>Schaap Sanitation</u>	License No. <u>202403</u>
License granted for the operation of: <u>Garbage Collection for Customers in Jackson County, MN</u> For the time frame: <u>1/1/2024 to 12/31/2024</u>	
This <u>20th</u> day of <u>February</u> , 20 <u>24</u> .	
<i>This license must be renewed annually.</i>	_____ <i>Chairman, Jackson County Board of Commissioners</i>
ATTEST: _____ <i>Jackson County Administrator</i>	



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 02/20/2024

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Public Works/Parks

Presenter: Dave/Kelly

Recommendation: Approve

Item: 2024 Ditch Budgets

Board Action Request:

Yes to approve 2024 ditch budget

Background & Comments:

Ditch Budget is reviewed and was adjusted as needed.

Attachments: See Attached

Fiscal Impact: 2024 Ditch Assessments

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

2024 Ditch Budget

Ditch Number	DATE OF ROB	Cash Balance	Reasons For Costs Incurred	2024 Percent	Amount Benefits	Amount Raised	New Amount	2024 Forecast	2024 Equip/Wages	2024 Forecast w/Equip.	Projected End of Year Balance	\$/Acre
Project 2	2021	(54,792.81)	reestablishment of records	2.0%	1,550,124.34	31,002.49	(23,790.32)	9,403.42	1,011.31	10,414.73	(34,205.05)	\$32.46
Project 4	2017	3,894.88		0.6%	0.00	0.00	3,894.88	6,196.47	-	6,196.47	(2,301.59)	
Project 6	2022	31,476.49		1.0%	2,594,778.76	25,947.79	57,424.28	12,125.20	2,111.93	14,237.13	43,187.15	\$16.71
Project 4-4A	2023	(8,549.91)		0.5%	4,834,865.55	24,174.33	15,624.42	0.00	2,987.84	2,987.84	12,636.58	\$7.35
Project 4A	2017	(13,753.80)		1.0%	0.00	0.00	(13,753.80)	1,177.97	-	1,177.97	(14,931.77)	
CD 3	2017	(55,281.19)	repaired tile line	0.3%	19,009,967.23	57,029.90	1,748.71	17,546.44	16,166.95	33,713.39	(31,964.68)	\$6.14
CD 7	1924	15,166.18		10.0%	26,860.00	2,686.00	17,852.18	1,997.34	743.78	2,741.12	15,111.06	\$1.96
CD 8	1920	9,141.59		10.0%	19,763.79	1,976.38	11,117.97	1,957.54	749.08	2,706.62	8,411.34	\$1.88
CD 10	1910	7,928.66	redemption '23/hearing '24	50.0%	4,940.00	2,470.00	10,398.66	813.70	187.04	1,000.74	9,397.92	\$6.30
CD 11	1948	58,576.80		9.0%	121,667.46	10,950.07	69,526.87	10,827.52	1,759.34	12,586.86	56,940.01	\$2.24
CD 13	2022	(115,912.03)	buffer paid off in 5 years/2 crossing to replace	0.3%	10,456,154.82	31,368.46	(84,543.57)	27,292.24	6,560.96	33,853.20	(118,396.76)	\$4.88
CD 14	2021	(7,067.34)		0.0%	0.00	0.00	(7,067.34)	0.00	-	0.00	(7,067.34)	
CD 15	2021	(1,670.80)		0.0%	0.00	0.00	(1,670.80)	0.00	-	0.00	(1,670.80)	
CD 16	2021	11,921.13		0.0%	0.00	0.00	11,921.13	0.00	-	0.00	11,921.13	
CD 117	1956	28,472.06		25.0%	68,905.05	17,226.26	45,698.32	8,013.96	653.75	8,667.71	37,030.62	\$5.71
CD 118	1922	15,616.94	future cleaning	25.0%	27,290.00	6,822.50	22,439.44	1,924.49	360.54	2,285.03	20,154.41	\$4.51
CD 121	1957	34,378.10		5.0%	87,285.69	4,364.28	38,742.38	3,449.74	647.45	4,097.19	34,645.20	\$1.69
CD 122	1957	34,361.55		20.0%	14,450.50	2,890.10	37,251.65	362.60	234.42	597.02	36,654.63	\$8.21
CD 124	2017	17,835.39		1.0%	334,841.88	3,348.42	21,183.81	337.95	312.39	650.34	20,533.47	\$7.41
CD 125	2021	0.00		0.0%	0.00	0.00	0.00	0.00	-	0.00	0.00	
CD 126	2021	10,117.31		1.0%	682,495.15	6,824.95	16,942.26	312.85	657.46	970.31	15,971.96	\$15.10
CD 127	2021	16,076.44		0.4%	4,511,173.13	18,044.69	34,121.13	1,565.69	3,146.90	4,712.59	29,408.54	\$6.66
CD 128	2022	59,703.69		0.1%	9,934,389.46	9,934.39	69,638.08	7,618.01	7,058.49	14,676.50	54,961.58	\$4.26
JCD 350 MJCW	2021	21,805.26		3.0%	342,397.52	10,271.93	32,077.19	1,182.22	211.59	1,393.81	30,683.37	\$4.41
Cons 1 JC	2017	29,277.94		1.0%	566,362.20	5,663.62	34,941.56	11,977.66	2,344.95	14,322.61	20,618.95	\$1.57
JD 2	2012	(15,459.60)	rebuilt pump '22/Crossing,Slough repair, ditch cleaning '23	2.5%	2,283,558.78	57,088.97	41,629.37	48,394.07	1,815.15	50,209.22	(8,579.86)	\$37.26
JD 3	2021	(82,835.16)	Final hearing'21, projects bid, Hydraulic model sent to DNR	0.7%	20,947,750.30	146,634.25	63,799.09	63,328.64	18,111.17	81,439.81	(17,640.72)	\$8.68
JD 4 NJ	2021	3,971.14		2.0%	124,247.94	2,484.96	6,456.10	317.40	145.30	462.70	5,993.39	\$43.60
JD 6	2021	(285,234.94)	Redemption '21 Fema repair project starting '22	0.5%	21,821,537.57	109,107.69	(176,127.25)	43,292.79	17,358.00	60,650.79	(236,778.05)	\$7.34
JD 7	2009	40,272.67		1.0%	259,916.95	2,599.17	42,871.84	24.27	324.30	348.57	42,523.27	\$7.88
JD 8	2021	17,992.10	ROB 21 (repair ISG '20) Grant approved '23	0.1%	10,434,434.02	10,434.43	28,426.53	26,209.76	9,373.73	35,583.49	(7,156.96)	\$1.37
JD 9 NJ	2020	90,885.00	Improvement	0.1%	2,256,626.91	2,256.63	93,141.63	4,672.27	1,495.51	6,167.78	86,973.85	\$2.02
JD 11 JM	2018	74,369.57	Improvement	1.0%	1,515,639.00	15,156.39	89,525.96	13,381.48	1,865.27	15,246.75	74,279.21	\$1.89
JD 12	2015	62,637.84		0.3%	2,342,883.13	7,028.65	69,666.49	3,403.02	2,417.29	5,820.31	63,846.18	\$3.70
JD 13 JN	2020	(1,038.97)	Improvement	0.5%	10,017,680.63	50,088.40	49,049.43	14,222.60	9,124.44	23,347.04	25,702.39	\$5.83
JD 14	2020	52,893.32		0.3%	2,089,722.02	6,269.17	59,162.49	7,585.40	1,733.90	9,319.30	49,843.18	\$4.66
JD 15 MJ	1996	70,611.47		0.2%	1,255,802.73	2,511.61	73,123.08	7,414.74	1,826.81	9,241.55	63,881.53	\$0.69
JD 16 JC	2022	(9,950.35)	ROB '22/Root job	0.4%	3,635,116.11	14,540.46	4,590.11	12,452.86	3,479.85	15,932.71	(11,342.59)	\$5.00
JD 18	2018	0.00		0.0%	0.00	0.00	0.00	0.00	-	0.00	0.00	
JD 19	2020	41,849.01		0.5%	4,626,022.32	23,130.11	64,979.12	7,728.77	4,485.24	12,214.01	52,765.11	\$7.55
JD 20	2021	(28,634.40)	ROB'21	0.5%	4,780,076.08	23,900.38	(4,734.02)	19,627.11	4,466.99	24,094.10	(28,828.12)	\$7.86
JD 22	2012	78,242.88		0.3%	1,984,439.67	5,953.32	84,196.20	3,420.30	1,771.25	5,191.55	79,004.65	\$4.41
JD 23	1914	11,549.02		25.0%	13,095.00	3,273.75	14,822.77	2,450.82	763.15	3,213.97	11,608.80	\$1.91
JD 24 JN	2020	(45,719.97)	ditch repairs completed '22	0.5%	9,756,219.62	48,781.10	3,061.13	27,183.36	8,734.93	35,918.29	(32,857.16)	\$6.28

2024 Ditch Budget

Ditch Number	DATE OF ROB	Cash Balance	Reasons For Costs Incurred	2024 Percent	Amount Benefits	Amount Raised	New Amount	2024 Forecast	2024 Equip/Wages	2024 Forecast w/Equip.	Projected End of Year Balance	\$/Acre
JD 25	1920	30,034.70	redemption '23/hearing '24	10.0%	58,320.00	5,832.00	35,866.70	6,179.81	2,240.57	8,420.38	27,446.32	\$1.13
JD 27	1915	7,894.62		25.0%	9,350.00	2,337.50	10,232.12	2,384.11	646.84	3,030.95	7,201.17	\$1.71
JD 28	1915	(36,420.00)	redemption '23/hearing '24	25.0%	91,605.00	22,901.25	(13,518.75)	16,972.07	3,763.72	20,735.79	(34,254.54)	\$2.69
JD 29	1915	6,285.71		35.0%	15,230.00	5,330.50	11,616.21	4,591.52	899.34	5,490.86	6,125.35	\$2.85
JD 30	2018	(41,134.31)	Ditch spot cleaning '22	0.6%	4,432,238.22	26,593.43	(14,540.88)	17,006.40	4,213.18	21,219.58	(35,760.46)	\$7.64
JD 31	2014	65,931.32		0.1%	4,952,438.82	4,952.44	70,883.76	4,674.25	4,002.60	8,676.85	62,206.91	\$1.81
JD 32	1915	(4,975.90)	redemption '23/hearing '24	35.0%	35,555.00	12,444.25	7,468.35	9,957.86	1,496.23	11,454.09	(3,985.74)	\$1.99
JD 33	1915	39,901.08		15.0%	56,916.58	8,537.49	48,438.57	7,120.41	2,103.14	9,223.55	39,215.02	\$1.94
JD 35	2016	242,282.90	petition for repair (Ditch Cleanout '22)	0.0%	9,493,686.04	0.00	242,282.90	24,843.80	8,437.82	33,281.62	209,001.28	\$0.00
JD 36	2022	7,411.28		0.5%	1,035,446.36	5,177.23	12,588.51	956.60	969.98	1,926.58	10,661.94	\$7.20
JD 37	1915	13,654.15		25.0%	10,855.00	2,713.75	16,367.90	1,745.38	537.52	2,282.90	14,085.00	\$2.37
JD 38	2009	39,149.39		5.0%	121,415.65	6,070.78	45,220.17	4,208.10	234.74	4,442.84	40,777.34	\$20.93
JD 39	1966	2,584.22	redemption '23/hearing '24	25.0%	10,600.00	2,650.00	5,234.22	2,270.08	429.12	2,699.20	2,535.02	\$2.92
JD 40 CJ	1915	6,874.31		50.0%	2,420.00	1,210.00	8,084.31	379.84	117.12	496.96	7,587.35	\$7.25
JD 42	2017	44,556.73	Improvement	0.2%	4,871,358.87	9,742.72	54,299.45	11,557.46	4,446.48	16,003.94	38,295.50	\$4.08
JD 43	1955	31,474.27		20.0%	21,890.45	4,378.09	35,852.36	2,076.78	629.54	2,706.32	33,146.04	\$4.22
JD 44	2022	6,349.78		0.7%	1,448,616.31	10,140.31	16,490.09	8,425.59	1,596.96	10,022.55	6,467.55	\$7.45
JD 45 JN	2017	82,817.17		0.1%	5,487,303.09	5,487.30	88,304.47	8,077.15	4,936.80	13,013.95	75,290.52	\$1.71
JD 46	2009	72,123.61		0.3%	1,142,756.76	3,428.27	75,551.88	4,132.97	1,012.17	5,145.14	70,406.74	\$4.79
JD 48 JM	2021	66,948.92		0.2%	5,113,595.09	10,227.19	77,176.11	3,099.43	4,644.51	7,743.94	69,432.18	\$2.63
JD 50	1916	5,932.43		35.0%	6,245.00	2,185.75	8,118.18	1,099.25	248.87	1,348.12	6,770.06	\$6.21
JD 52	1916	17,402.45	redemption '23/hearing '24	25.0%	6,455.00	1,613.75	19,016.20	411.21	237.86	649.07	18,367.13	\$3.19
JD 53	1917	19,348.29		15.0%	26,455.00	3,968.25	23,316.54	2,719.82	1,094.75	3,814.57	19,501.97	\$2.40
JD 54 CJ	2022	16,703.31		0.6%	786,820.67	4,720.92	21,424.23	2,468.92	823.82	3,292.74	18,131.49	\$5.10
JD 56	1917	19,785.29		10.0%	39,020.00	3,902.00	23,687.29	2,869.56	1,323.41	4,192.97	19,494.32	\$1.52
JD 59	1917	14,633.85		15.0%	20,245.00	3,036.75	17,670.60	2,601.17	832.71	3,433.88	14,236.72	\$2.32
JD 60	2024	27,314.67	redemption '23/hearing '24	25.0%	39,395.00	9,848.75	37,163.42	5,715.51	1,202.28	6,917.79	30,245.63	\$2.98
JD 62	2024	21,427.18	redemption '23/hearing '24	25.0%	14,552.00	3,638.00	25,065.18	2,038.45	630.74	2,669.19	22,395.99	\$3.22
JD 63	1917	21,413.68		10.0%	30,110.00	3,011.00	24,424.68	1,506.67	925.19	2,431.86	21,992.82	\$2.07
JD 64	2009	15,485.35		5.0%	87,342.90	4,367.15	19,852.50	2,639.99	141.21	2,781.20	17,071.30	\$8.86
JD 65	1922	8,673.72		15.0%	11,000.00	1,650.00	10,323.72	967.60	306.73	1,274.33	9,049.39	\$1.24
JD 66	1917	14,161.04		15.0%	14,982.00	2,247.30	16,408.34	1,047.03	620.91	1,667.94	14,740.40	\$2.14
JD 67	1917	12,170.93		20.0%	7,465.00	1,493.00	13,663.93	564.24	355.38	919.62	12,744.31	\$2.78
JD 68	2024	4,245.25	redemption '23/hearing '24	25.0%	10,460.00	2,615.00	6,860.25	1,864.83	461.80	2,326.63	4,533.62	\$2.65
JD 69	1917	11,804.92		20.0%	6,910.00	1,382.00	13,186.92	642.22	293.29	935.51	12,251.41	\$2.42
JD 70	1917	(1,149.26)	tile replacement completed 2021	50.0%	7,280.00	3,640.00	2,490.74	3,150.91	297.38	3,448.29	(957.55)	\$5.82
JD 71	1917	10,512.55	redemption '23/hearing '24	25.0%	14,460.00	3,615.00	14,127.55	2,002.20	319.88	2,322.08	11,805.47	\$3.84
JD 72	2018	18,005.17		0.2%	1,195,740.84	2,391.48	20,396.65	809.26	1,130.68	1,939.94	18,456.71	\$3.24
JD 73	2021	0.00		0.0%	0.00	0.00	0.00	0.00	-	0.00	0.00	
JD 74	1921	39,315.82		10.0%	60,025.00	6,002.50	45,318.32	2,973.80	1,247.57	4,221.37	41,096.95	\$2.16
JD 75 JM	2013	19,823.54		0.1%	3,445,079.03	3,445.08	23,268.62	2,467.06	3,447.86	5,914.92	17,353.70	\$1.14
JD 76 NJ	2021	(26,791.14)	Buffer paid in 5 years	0.4%	6,332,572.59	25,330.29	(1,460.85)	36,970.99	4,826.60	41,797.59	(43,258.44)	\$7.25
JD 78	1919	13,757.06		10.0%	35,622.00	3,562.20	17,319.26	2,481.08	986.35	3,467.43	13,851.83	\$1.96
JD 79 CJ	1918	10,296.73		50.0%	3,078.00	1,539.00	11,835.73	253.19	82.97	336.16	11,499.57	\$9.22

2024 Ditch Budget

Ditch Number	DATE OF ROB	Cash Balance	Reasons For Costs Incurred	2024 Percent	Amount Benefits	Amount Raised	New Amount	2024 Forecast	2024 Equip/Wages	2024 Forecast w/Equip.	Projected End of Year Balance	\$/Acre
JD 80	1921	23,668.40		15.0%	16,615.00	2,492.25	26,160.65	615.18	316.03	931.21	25,229.44	\$4.35
JD 81	1921	22,887.44		15.0%	19,925.00	2,988.75	25,876.19	1,273.54	556.77	1,830.31	24,045.88	\$3.37
JD 82	1921	14,830.14		5.0%	65,560.00	3,278.00	18,108.14	3,327.64	1,694.89	5,022.53	13,085.61	\$1.28
JD 83	1922	17,301.53		15.0%	22,255.00	3,338.25	20,639.78	2,712.09	291.78	3,003.87	17,635.91	\$4.27
JD 84	1922	34,426.62	redemption '23/hearing '24	10.0%	122,830.00	12,283.00	46,709.62	15,917.08	1,454.20	17,371.28	29,338.34	\$2.81
JD 85 CJ	1921	11,166.04		25.0%	3,095.00	773.75	11,939.79	131.75	92.04	223.79	11,716.00	\$3.49
JD 86	1923	20,776.60		15.0%	15,465.00	2,319.75	23,096.35	677.79	510.04	1,187.83	21,908.52	\$3.67
JD 88	1928	(1,825.56)	tile replacement completed 2020	50.0%	4,120.00	2,060.00	234.44	2,029.09	116.60	2,145.69	(1,911.25)	\$4.80
JD 91 MJ	2022	10,330.07		0.3%	502,238.62	1,506.72	11,836.79	395.88	535.32	931.20	10,905.58	\$4.23
JD 105 MJ	2022	7,952.31		0.5%	252,836.13	1,264.18	9,216.49	653.09	175.42	828.51	8,387.99	\$5.57
JCD 1 NJ	2021	1,018.15		20.0%	5,018.02	1,003.60	2,021.75	14.56	3.10	17.66	2,004.09	\$125.45
JCD 10 NJ	2021	813.22		5.0%	21,917.55	1,095.88	1,909.10	88.80	13.54	102.34	1,806.75	\$37.79
JD 12 CJ	1915	3,100.52		25.0%	850.00	212.50	3,313.02	51.18	35.69	86.87	3,226.15	\$2.31
JD 17 NJ	2021	4,956.34		1.5%	105,333.59	1,580.00	6,536.34	468.13	105.40	573.53	5,962.81	\$15.34
JD 27 CJ	1994	18,066.05		25.0%	7,865.70	1,966.43	20,032.48	200.13	108.25	308.38	19,724.09	\$15.01
JD 39 CJ	1925	8,629.13		25.0%	2,562.20	640.55	9,269.68	163.23	168.19	331.42	8,938.26	\$3.81
CD 53 MJ	2022	1,775.65		20.0%	12,369.68	2,473.94	4,249.59	242.35	7.64	249.99	3,999.59	\$8.11
TOTALS		1,423,012.59			207,127,250.07	1,094,873.22	2,517,885.81	681,078.75	212,580.00	893,658.75	1,624,227.06	

Red=less than 1996

2021 General Fund Loans

1,423,012.59

Consoildated ROB '23 H2O
ROB '23 Ron

96 ditches total after consoildation

Raised 7
Lowered 7
Same 82



Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 02/20/2024

Agenda Type: Regular

Estimated Time: 5 Minutes

Department: Auditor/Treasurer

Presenter: Kevin Nordquist

Recommendation: TBD by Board

Item: 2024 PNP Election Canvass Board Appointment

Board Action Request:

Appoint 2 Commissioners to the PNP Canvass Board

Background & Comments:

The canvassing board will meet on March 7 at 1:00 p.m. in the courthouse board room to canvass the results of the 2024 PNP election. I would recommend commissioners Nasby and Wachal if they can make the date and time as they live in town and this will be a pretty short meeting. Also, commissioners are not allowed to collect a per diem for this meeting.

Attachments: None

Fiscal Impact: None

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us



Request for Board Action
Agenda Item No. 2.1.

Requested Board Date: 02/20/2024

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: _____

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of February 6, 2024

Board Action Request:

Background & Comments:

Attachments: Minutes Draft

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA
February 6, 2024

DRAFT

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on February 6, 2024.

Jackson County Drainage Authority Present

Phil Nasby, James Eigenberg, Scott McClure, and Roger Pohlman

Others Present

County Administrator Ryan Krosch

CALL TO ORDER

Drainage Authority Board Chair Don Wachal called the meeting order at 9:32 a.m.

1.1 **Motion was made by Commissioner Pohlman and seconded by Commissioner Eigenberg** to adopt the agenda. Motion carried unanimously.

CONSENT AGENDA

Motion was made by Commissioner Nasby and seconded by Commissioner Eigenberg to approve the Consent Agenda. The motion carried unanimously.

2.1 **Approval of Minutes of January 16, 2024**

ADJOURN

Chair Wachal closed the meeting at 9:43 a.m.

Approved this 20th day of February 2024

JACKSON COUNTY DRAINAGE AUTHORITY

Don Wachal, Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 02/20/2024

Agenda Type: Regular

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Kelly Rasche/Professional Staff

Recommendation: Approve

Item: 10:30 a.m. Hearing Continuation of Judicial Ditch 32 Redetermination of Benefits

Board Action Request:

Approve Redetermination of Benefits Roll for Judicial Ditch 32 as amended and presented by H2Over Viewers.

Background & Comments:

The Redetermination of Benefits hearing was continued from January 17, 2024, as additional information was provided by landowners at the hearing. H2Over Viewers reviewed the information provided and amended the report.

The changes in JD 32 report affected the JD 71 report as they are neighboring systems.

Attachments: _____

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

STATE OF MINNESOTA
JACKSON COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR JACKSON COUNTY JUDICIAL DITCH 32

The Matter of the Redetermination of
Benefits for Jackson County Judicial
Ditch 32

**Findings and Order Adopting
Redetermination of Benefits**

At a public hearing conducted by the Jackson County Board of Commissioners, Drainage Authority for Jackson County Judicial Ditch 32 (JD 32), on January 17, 2024, and continued to February 20, 2024, Commissioner _____ moved, seconded by Commissioner _____ for adoption of the following Findings and Order:

Findings:

1. JD 32 was originally established in 1915. Original benefits for Jackson County Judicial Ditch 32 were determined concurrent with establishment in 1915.
2. The system provides an outlet for lands in Sections 26, 27, 28, 32, 33, 34, and 35 of Enterprise Township; and Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, and 12 in Wisconsin Township all in Jackson County.
3. Benefits for JD 32 were last determined in 1915, prior to the enactment of various laws, regulations, and programs protecting wetlands.
4. The current benefits roll reflects the benefitted properties, benefitted areas and benefit values as determined by viewers based on assumptions regarding the ability of landowners to convert wetlands for agricultural purposes.
5. Additionally, since the most recent determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of JD 32.
6. Since the most recent determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of JD 32 as an outlet for drainage.
7. Since the most recent determination of benefits and damages, land values have changed within the benefitted area of JD 32.

8. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages did not reflect reasonable present-day land values, and the benefitted areas had changed for JD 32, the Drainage Authority ordered a redetermination of benefits and appointed Bryan Murphy, Larry Murphy, and Shantel Hecht as viewers, and Robert Conely and Kenneth DeGier as alternate viewers, for the redetermination of benefits. Aaron Goemann later replaced Shantel Hecht as a viewer. Scott Henderson was later appointed as a viewer when Aaron Goemann was deployed for military service.
9. Upon taking their oath, the viewers initiated a redetermination of benefits according to statutes chapter 103E.
10. 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.
11. The viewers completed their report which included a Benefits and Damages Statement in November 2023 for all property affected by JD 32 and filed their report with the Drainage Authority.
12. Upon the direction, and under supervision, of the Drainage Authority, the viewers prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
13. The Drainage Authority noticed and held an informational meeting on a proposed redetermination of benefits for JD 32 on December 14, 2023. The informational hearing was attended by several landowners who confirmed conditions, land uses and land values on JD 32.
14. The final hearing was held on January 17, 2024.
15. The Drainage Authority prepared a notice for the final hearing and (1) mailed it to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the MDNR; (2) posted it at the Jackson County Courthouse and Minnesota West Community & Technical College; and (3) published it in a newspaper in general circulation in the area of JD 32 in Jackson County. The timing and duration of notices were consistent with the requirements of statutes section 103E.325.
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. At the January 17, 2024, 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 JD 32.
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 JD 32.
19. Comments were offered during the public comment portion of the hearing as follows:
 - a. Kyle Lamett (PID 200080300) is concerned that land removed from JD 32 and added to the JD 71 watershed by viewers is actually using JD 32 as an outlet.
20. After opening the public comment period and receiving and replying to comments, the Drainage Authority adopted a motion to: close the hearing to public comment and to continue the hearing to its regular meeting on February 20, 2024; directed the viewers to reexamine the watershed boundary between JD 32 and JD 71; and directing the viewers to prepare and file an amended report, if any for consideration by the Board. At the continued hearing, the Board will consider findings and an order adopting the redetermined benefits and damages.
21. Upon reexamination and verification of the watershed boundary between JD 32 and JD 71, the viewers filed an amended report dated February 13, 2024.
22. The Viewers' Report, as amended, is attached as **Exhibit A**.
23. 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**.
24. The Drainage Authority has reviewed the amended viewers' report and finds it to be accurate and responsive to the Board's direction to reexamine the watershed boundaries and is consistent with the public comments addressing the watershed boundaries of the two drainage systems.
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 benefitted 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.
38. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; 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.
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 benefitted and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefitted 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 JD 32, 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 Jackson County Auditor-Treasurer shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. Pending resolution of any appeals, the damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established and seeded 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 _____ yeas, _____ nays as follows:

	Yea	Nay	Absent	Abstain
MCCLURE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WACHAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
POHLMAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NASBY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EIGENBERG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Dated this 20th day of February, 2024.

JACKSON COUNTY, SEATED AS DRAINAGE
 AUTHORITY UNDER STATUTES CHAPTER 103E FOR
 JACKSON COUNTY JUDICIAL DITCH 32.

By _____
 Chairperson

* * * * *

I, Kevin Nordquist, Jackson County Auditor-Treasurer, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Jackson County Board of Commissioners and find the same to be a true and correct transcript thereof. The above Order was filed with me, Jackson County Auditor-Treasurer on _____, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2024.

 Kevin Nordquist

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
06.026.0500	JONAH D & MOLLY E MAYO	\$56.60	0.0008	\$0.80
06.026.0600	BRADY E BJORNSON	\$28.40	0.0004	\$0.40
06.026.0650	BWT HOLDINGS LLLP	\$22,690.07	0.3224	\$322.43
06.027.0200	J & B ECKERT FAMILY LIM PTRSHP	\$6,914.61	0.0983	\$98.26
06.027.0200	J & B ECKERT FAMILY LIM PTRSHP	\$39,175.83	0.5567	\$556.70
06.027.0200	J & B ECKERT FAMILY LIM PTRSHP	\$12.00	0.0002	\$0.17
06.027.0200	J & B ECKERT FAMILY LIM PTRSHP	\$30,389.15	0.4318	\$431.84
06.027.0300	JACOB & RITA BRAULICK	\$123.48	0.0018	\$1.75
06.027.0300	JACOB & RITA BRAULICK	\$718.30	0.0102	\$10.21
06.027.0325	ENTERPRISE FOUR LLC	\$25,133.91	0.3572	\$357.16
06.027.0325	ENTERPRISE FOUR LLC	\$2,096.49	0.0298	\$29.79
06.028.0200	MERVILLE W STEEN TRUST	\$12,711.33	0.1806	\$180.63
06.028.0400	WARREN & KATHLEEN WACHAL	\$5,259.44	0.0747	\$74.74
06.028.0400	WARREN & KATHLEEN WACHAL	\$995.02	0.0141	\$14.14
06.028.0450	ZEBEDEE FAMILY FARMS LLLP	\$7,922.53	0.1126	\$112.58
06.028.0450	ZEBEDEE FAMILY FARMS LLLP	\$132.93	0.0019	\$1.89
06.028.0450	ZEBEDEE FAMILY FARMS LLLP	\$57,210.34	0.8130	\$812.98
06.028.0500	GUY GEESMAN RES TRUST ETAL	\$961.38	0.0137	\$13.66
06.028.0500	GUY GEESMAN RES TRUST ETAL	\$16,800.14	0.2387	\$238.74
06.028.0600	ZEBEDEE FAMILY FARMS LLLP	\$15.68	0.0002	\$0.22
06.028.0600	ZEBEDEE FAMILY FARMS LLLP	\$31,390.56	0.4461	\$446.07
06.028.0600	ZEBEDEE FAMILY FARMS LLLP	\$54,877.28	0.7798	\$779.83
06.028.0600	ZEBEDEE FAMILY FARMS LLLP	\$81.34	0.0012	\$1.16
06.032.0100	WAYNE A DIEKRAGER	\$54,530.42	0.7749	\$774.90
06.032.0100	WAYNE A DIEKRAGER	\$4,057.20	0.0577	\$57.65
06.032.0100	WAYNE A DIEKRAGER	\$10,982.86	0.1561	\$156.07
06.032.0100	WAYNE A DIEKRAGER	\$31,396.10	0.4461	\$446.15
06.032.0100	WAYNE A DIEKRAGER	\$36,910.08	0.5245	\$524.51
06.032.0200	WAYNE A DIEKRAGER	\$35,777.39	0.5084	\$508.41
06.032.0200	WAYNE A DIEKRAGER	\$25,852.14	0.3674	\$367.37
06.032.0200	WAYNE A DIEKRAGER	\$60,384.63	0.8581	\$858.09
06.032.0200	WAYNE A DIEKRAGER	\$42.18	0.0006	\$0.60
06.032.0200	WAYNE A DIEKRAGER	\$38,044.62	0.5406	\$540.63
06.032.0450	TROY W JOHNSON	\$39.20	0.0006	\$0.56
06.032.0450	TROY W JOHNSON	\$1,470.00	0.0209	\$20.89
06.033.0100	GREGORY L & AMY L HARTZLER	\$34,300.83	0.4874	\$487.43
06.033.0100	GREGORY L & AMY L HARTZLER	\$23,276.98	0.3308	\$330.77
06.033.0200	ANITA M HANDEVIDT	\$45,417.22	0.6454	\$645.39
06.033.0200	ANITA M HANDEVIDT	\$18,826.81	0.2675	\$267.54
06.033.0200	ANITA M HANDEVIDT	\$32,610.20	0.4634	\$463.40
06.033.0200	ANITA M HANDEVIDT	\$19,608.90	0.2786	\$278.65
06.033.0300	JAY A HALL	\$890.92	0.0127	\$12.66
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$59,289.52	0.8425	\$842.52

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$23,769.94	0.3378	\$337.78
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$20,865.71	0.2965	\$296.51
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$38,656.57	0.5493	\$549.32
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$79,737.81	1.1331	\$1,133.10
06.033.0400	J & B ECKERT FAMILY LIM PTRSHP	\$41,611.59	0.5913	\$591.32
06.033.0500	ARTHUR JR & SHARON BENDA	\$49,796.72	0.7076	\$707.63
06.033.0500	ARTHUR JR & SHARON BENDA	\$35,642.50	0.5065	\$506.49
06.033.0525	DOROTHY M BENDA	\$20,642.05	0.2933	\$293.33
06.033.0525	DOROTHY M BENDA	\$17,816.40	0.2532	\$253.18
06.033.0525	DOROTHY M BENDA	\$21,077.11	0.2995	\$299.51
06.033.0525	DOROTHY M BENDA	\$15,367.63	0.2184	\$218.38
06.033.0550	VICKIE K HURD	\$23,269.61	0.3307	\$330.67
06.033.0550	VICKIE K HURD	\$38,195.57	0.5428	\$542.77
06.033.0600	MERVILLE W STEEN TRUST	\$36,378.21	0.5169	\$516.95
06.033.0600	MERVILLE W STEEN TRUST	\$64,220.69	0.9126	\$912.60
06.033.0600	MERVILLE W STEEN TRUST	\$57,024.74	0.8103	\$810.34
06.033.0600	MERVILLE W STEEN TRUST	\$67,906.04	0.9650	\$964.97
06.033.0650	JACOB & MATRACA HANSON	\$242.99	0.0035	\$3.45
06.033.0650	JACOB & MATRACA HANSON	\$114.95	0.0016	\$1.63
06.034.0100	GREGORY & AMY HARTZLER	\$31,112.10	0.4421	\$442.11
06.034.0100	GREGORY & AMY HARTZLER	\$64,952.83	0.9230	\$923.00
06.034.0100	GREGORY & AMY HARTZLER	\$58,519.07	0.8316	\$831.58
06.034.0100	GREGORY & AMY HARTZLER	\$47,995.63	0.6820	\$682.03
06.034.0125	GREGORY & AMY HARTZLER	\$634.47	0.0090	\$9.02
06.034.0125	GREGORY & AMY HARTZLER	\$373.05	0.0053	\$5.30
06.034.0150	GREGORY L & AMY L HARTZLER	\$5,958.51	0.0847	\$84.67
06.034.0150	GREGORY L & AMY L HARTZLER	\$599.03	0.0085	\$8.51
06.034.0150	GREGORY L & AMY L HARTZLER	\$1,311.42	0.0186	\$18.64
06.034.0150	GREGORY L & AMY L HARTZLER	\$4,632.10	0.0658	\$65.82
06.034.0200	J & B ECKERT FAMILY LIM PTRSHP	\$47,294.34	0.6721	\$672.07
06.034.0200	J & B ECKERT FAMILY LIM PTRSHP	\$35,927.95	0.5105	\$510.55
06.034.0200	J & B ECKERT FAMILY LIM PTRSHP	\$64,276.01	0.9134	\$913.38
06.034.0200	J & B ECKERT FAMILY LIM PTRSHP	\$46,296.46	0.6579	\$657.89
06.034.0300	LHS INVESTORS GROUP LLP	\$35.45	0.0005	\$0.50
06.034.0300	LHS INVESTORS GROUP LLP	\$63,153.15	0.8974	\$897.43
06.034.0300	LHS INVESTORS GROUP LLP	\$60,159.97	0.8549	\$854.89
06.034.0400	GRANDAGRA LLP	\$49,658.25	0.7057	\$705.66
06.034.0400	GRANDAGRA LLP	\$64,329.10	0.9141	\$914.14
06.034.0400	GRANDAGRA LLP	\$59,365.17	0.8436	\$843.60
06.034.0400	GRANDAGRA LLP	\$41,251.31	0.5862	\$586.20
06.034.0450	JESSICA SATHOFF-HAUKOOS	\$661.50	0.0094	\$9.40
06.034.0500	CRAIG & KATHLEEN FRANSEN	\$60,041.13	0.8532	\$853.21
06.034.0500	CRAIG & KATHLEEN FRANSEN	\$49,723.02	0.7066	\$706.58

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
06.035.0200	MARK D RINGKOB LIFETIME TRUST	\$33,780.06	0.4800	\$480.03
06.035.0200	MARK D RINGKOB LIFETIME TRUST	\$13,237.73	0.1881	\$188.11
06.035.0300	SHANE D HEIDEN	\$586.47	0.0083	\$8.33
06.035.0350	DOUGLAS & SUSAN DUNKER REV TST	\$57,046.78	0.8107	\$810.65
06.035.0350	DOUGLAS & SUSAN DUNKER REV TST	\$43,836.18	0.6229	\$622.93
06.035.0350	DOUGLAS & SUSAN DUNKER REV TST	\$26,710.96	0.3796	\$379.57
06.035.0350	DOUGLAS & SUSAN DUNKER REV TST	\$65,883.82	0.9362	\$936.23
06.035.0400	HELEN VAN BRUNT REVOC TRUST	\$6,589.29	0.0936	\$93.64
06.035.0400	HELEN VAN BRUNT REVOC TRUST	\$56,948.42	0.8093	\$809.26
06.035.0450	ESTHER HAAHR REVOCABLE TRUST	\$57,124.79	0.8118	\$811.76
06.035.0450	ESTHER HAAHR REVOCABLE TRUST	\$45,968.99	0.6532	\$653.24
20.001.0200	CAROL M NEAL ETAL	\$5,091.67	0.0724	\$72.35
20.001.0300	CURTIS J & CECELIA A HANDEVIDT	\$24.50	0.0003	\$0.35
20.001.0300	CURTIS J & CECELIA A HANDEVIDT	\$2,912.56	0.0414	\$41.39
20.001.0400	RICHARD C FRANSEN TRUST	\$34,748.90	0.4938	\$493.79
20.001.0400	RICHARD C FRANSEN TRUST	\$519.40	0.0074	\$7.38
20.001.0500	RICHARD C FRANSEN TRUST	\$21,938.28	0.3118	\$311.75
20.001.0600	RICHARD C FRANSEN TRUST	\$22,351.93	0.3176	\$317.63
20.001.0600	RICHARD C FRANSEN TRUST	\$28,696.19	0.4078	\$407.78
20.001.0650	TIMOTHY J & MOLLY M FRANSEN	\$136.34	0.0019	\$1.94
20.001.0650	TIMOTHY J & MOLLY M FRANSEN	\$4,285.12	0.0609	\$60.89
20.001.0650	TIMOTHY J & MOLLY M FRANSEN	\$26,404.56	0.3752	\$375.22
20.002.0100	RONALD K FRANSEN TRUST	\$52,884.99	0.7515	\$751.51
20.002.0100	RONALD K FRANSEN TRUST	\$59,725.83	0.8487	\$848.72
20.002.0100	RONALD K FRANSEN TRUST	\$45,811.18	0.6510	\$650.99
20.002.0100	RONALD K FRANSEN TRUST	\$31,306.23	0.4449	\$444.87
20.002.0200	MERVA FRANSEN FAM TRUST ETAL	\$59,524.98	0.8459	\$845.87
20.002.0200	MERVA FRANSEN FAM TRUST ETAL	\$54,255.50	0.7710	\$770.99
20.002.0200	MERVA FRANSEN FAM TRUST ETAL	\$47,676.21	0.6775	\$677.50
20.002.0200	MERVA FRANSEN FAM TRUST ETAL	\$47,389.95	0.6734	\$673.43
20.002.0300	MICHAEL & JOANN AMBROSE	\$37,910.85	0.5387	\$538.73
20.002.0300	MICHAEL & JOANN AMBROSE	\$41,132.22	0.5845	\$584.50
20.002.0400	MICHAEL & JOANN AMBROSE	\$78.40	0.0011	\$1.11
20.002.0400	MICHAEL & JOANN AMBROSE	\$33,704.41	0.4790	\$478.95
20.002.0500	THOMAS A & CATHERINE HOLTHE	\$2,273.19	0.0323	\$32.30
20.002.0525	KILEN L & GRACE A WARMKA	\$563.15	0.0080	\$8.00
20.002.0550	DANIEL L JONES	\$10,749.80	0.1528	\$152.76
20.002.0600	KRISTIN M SCHENTZEL ETAL	\$46,039.48	0.6542	\$654.24
20.002.0600	KRISTIN M SCHENTZEL ETAL	\$235.20	0.0033	\$3.34
20.002.0600	KRISTIN M SCHENTZEL ETAL	\$45.59	0.0006	\$0.65
20.002.0700	KATHY ANDERSON	\$33,481.34	0.4758	\$475.78
20.002.0700	KATHY ANDERSON	\$43,875.48	0.6235	\$623.49
20.002.0750	HAROLD ANDERSON	\$40,510.72	0.5757	\$575.67

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
20.002.0750	HAROLD ANDERSON	\$69,765.22	0.9914	\$991.39
20.003.0100	RONALD K FRANSEN TRUST	\$59,651.77	0.8477	\$847.67
20.003.0100	RONALD K FRANSEN TRUST	\$38.52	0.0005	\$0.55
20.003.0100	RONALD K FRANSEN TRUST	\$63,443.24	0.9016	\$901.55
20.003.0100	RONALD K FRANSEN TRUST	\$80.95	0.0012	\$1.15
20.003.0200	LOREN J ECKERT SEPARATE TRUST	\$54,663.32	0.7768	\$776.78
20.003.0200	LOREN J ECKERT SEPARATE TRUST	\$42,954.62	0.6104	\$610.40
20.003.0200	LOREN J ECKERT SEPARATE TRUST	\$58,010.86	0.8244	\$824.35
20.003.0200	LOREN J ECKERT SEPARATE TRUST	\$42,638.73	0.6059	\$605.91
20.003.0300	RONALD K FRANSEN TRUST	\$90,866.58	1.2912	\$1,291.25
20.003.0300	RONALD K FRANSEN TRUST	\$76,921.12	1.0931	\$1,093.08
20.003.0400	KALEN S RATZLAFF	\$60,321.83	0.8572	\$857.19
20.003.0400	KALEN S RATZLAFF	\$8,911.49	0.1266	\$126.64
20.003.0400	KALEN S RATZLAFF	\$47,745.28	0.6785	\$678.48
20.003.0400	KALEN S RATZLAFF	\$12,875.39	0.1830	\$182.96
20.003.0405	HAROLD & GLADYS RATZLAFF	\$11.64	0.0002	\$0.17
20.003.0410	VICKIE K HURD	\$16,487.01	0.2343	\$234.29
20.003.0410	VICKIE K HURD	\$23,766.53	0.3377	\$337.73
20.003.0415	CHAD BENDA	\$5,258.30	0.0747	\$74.72
20.003.0425	CHAD BENDA	\$1,696.07	0.0241	\$24.10
20.003.0450	ADAM J & JULIA A WEETS	\$116.19	0.0017	\$1.65
20.003.0500	RONALD K FRANSEN TRUST ETAL	\$244.02	0.0035	\$3.47
20.003.0500	RONALD K FRANSEN TRUST ETAL	\$31,521.70	0.4479	\$447.93
20.003.0500	RONALD K FRANSEN TRUST ETAL	\$107.80	0.0015	\$1.53
20.003.0500	RONALD K FRANSEN TRUST ETAL	\$34,699.41	0.4931	\$493.09
20.003.0600	DAVID & BARBARA HOLT REV TRST	\$52,854.08	0.7511	\$751.07
20.003.0600	DAVID & BARBARA HOLT REV TRST	\$44,320.68	0.6298	\$629.81
20.004.0100	ZEBEDEE FAMILY FARMS LLLP	\$37,902.59	0.5386	\$538.61
20.004.0100	ZEBEDEE FAMILY FARMS LLLP	\$51,192.51	0.7275	\$727.46
20.004.0100	ZEBEDEE FAMILY FARMS LLLP	\$49,114.88	0.6979	\$697.94
20.004.0100	ZEBEDEE FAMILY FARMS LLLP	\$46,889.79	0.6663	\$666.32
20.004.0150	STEVE J & MELONIE S WILFAHRT	\$356.02	0.0051	\$5.06
20.004.0150	STEVE J & MELONIE S WILFAHRT	\$356.02	0.0051	\$5.06
20.004.0200	GENE & MARCIA GEESMAN	\$33,265.56	0.4727	\$472.72
20.004.0200	GENE & MARCIA GEESMAN	\$34,996.55	0.4973	\$497.31
20.004.0250	GENE & MARCIA GEESMAN	\$593.06	0.0084	\$8.43
20.004.0300	RICHARD C FRANSEN TRUST	\$45,852.32	0.6516	\$651.58
20.004.0300	RICHARD C FRANSEN TRUST	\$56,186.41	0.7984	\$798.43
20.004.0400	SHEARER IRREV FAMILY TRUST	\$32,743.13	0.4653	\$465.29
20.004.0400	SHEARER IRREV FAMILY TRUST	\$38,004.40	0.5401	\$540.06
20.004.0400	SHEARER IRREV FAMILY TRUST	\$32,529.57	0.4623	\$462.26
20.004.0400	SHEARER IRREV FAMILY TRUST	\$34,148.81	0.4853	\$485.27
20.004.0600	MARY K IVERSEN	\$37,818.20	0.5374	\$537.41

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
20.004.0600	MARY K IVERSEN	\$37,485.00	0.5327	\$532.67
20.004.0600	MARY K IVERSEN	\$31,575.60	0.4487	\$448.70
20.004.0600	MARY K IVERSEN	\$31,756.47	0.4513	\$451.27
20.004.0650	TIMOTHY & DAWN PETERSON	\$509.56	0.0072	\$7.24
20.005.0100	GENE & MARCIA GEESMAN	\$23,472.96	0.3336	\$333.56
20.005.0100	GENE & MARCIA GEESMAN	\$5,071.50	0.0721	\$72.07
20.005.0300	HOOVEL PROPERTIES	\$27,411.58	0.3895	\$389.53
20.005.0400	MARY JOHNSON	\$286.71	0.0041	\$4.07
20.005.0450	STANLEY & BONNIE SHEARER	\$867.50	0.0123	\$12.33
20.005.0475	MYRTLE C SHEARER TRUST	\$36,563.80	0.5196	\$519.58
20.005.0475	MYRTLE C SHEARER TRUST	\$34,035.40	0.4837	\$483.65
20.005.0475	MYRTLE C SHEARER TRUST	\$20,853.20	0.2963	\$296.33
20.005.0475	MYRTLE C SHEARER TRUST	\$10,779.02	0.1532	\$153.17
20.005.0600	JACQUES FARMS LLC	\$590.12	0.0084	\$8.39
20.007.0225	GUY GEESMAN RESIDUARY TRUST	\$517.44	0.0074	\$7.35
20.008.0100	ROBERT D WEST	\$37,735.84	0.5362	\$536.24
20.008.0100	ROBERT D WEST	\$32,933.88	0.4680	\$468.00
20.008.0100	ROBERT D WEST	\$37,251.37	0.5294	\$529.35
20.008.0100	ROBERT D WEST	\$38,330.54	0.5447	\$544.69
20.008.0300	JEROME M & SANDRA J HONNETTE	\$15,957.34	0.2268	\$226.76
20.008.0300	JEROME M & SANDRA J HONNETTE	\$13,559.28	0.1927	\$192.68
20.008.0600	RONALD K FRANSEN TRUST	\$1,131.90	0.0161	\$16.08
20.008.0600	RONALD K FRANSEN TRUST	\$17,030.83	0.2420	\$242.01
20.008.0600	RONALD K FRANSEN TRUST	\$24,121.72	0.3428	\$342.78
20.008.0800	HENRICHS FAMILY TRUST	\$2.35	0.0000	\$0.03
20.008.0800	HENRICHS FAMILY TRUST	\$1,036.17	0.0147	\$14.72
20.008.0850	MICHAEL & JOANN AMBROSE	\$261.07	0.0037	\$3.71
20.008.0850	MICHAEL & JOANN AMBROSE	\$1,008.42	0.0143	\$14.33
20.008.0850	MICHAEL & JOANN AMBROSE	\$4,233.60	0.0602	\$60.16
20.008.0850	MICHAEL & JOANN AMBROSE	\$1,758.12	0.0250	\$24.98
20.008.0900	JEREMY M & KASSANDRA L AMBROSE	\$0.00	0.0000	\$0.00
20.008.0950	MICHAEL AMBROSE	\$15,525.16	0.2206	\$220.62
20.008.0950	MICHAEL AMBROSE	\$34,449.94	0.4895	\$489.55
20.008.0950	MICHAEL AMBROSE	\$5,753.58	0.0818	\$81.76
20.008.0950	MICHAEL AMBROSE	\$6,624.80	0.0941	\$94.14
20.008.1000	BONNIE J SHEARER	\$57.74	0.0008	\$0.82
20.009.0100	DANIEL SCHULZ	\$55,539.84	0.7892	\$789.24
20.009.0100	DANIEL SCHULZ	\$57,306.19	0.8143	\$814.34
20.009.0200	LELAND FRANSEN TEST TRUST B	\$49,654.13	0.7056	\$705.60
20.009.0200	LELAND FRANSEN TEST TRUST B	\$55,571.45	0.7897	\$789.69
20.009.0700	STEVEN D & JANICE M FRANSEN	\$14,455.98	0.2054	\$205.42
20.009.0700	STEVEN D & JANICE M FRANSEN	\$11,461.30	0.1629	\$162.87
20.009.0900	STEVEN D & JANICE M FRANSEN	\$37,096.34	0.5272	\$527.15

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
20.009.0900	STEVEN D & JANICE M FRANSEN	\$116.62	0.0017	\$1.66
20.009.0900	STEVEN D & JANICE M FRANSEN	\$32,945.64	0.4682	\$468.17
20.009.0900	STEVEN D & JANICE M FRANSEN	\$21.56	0.0003	\$0.31
20.010.0100	NAEVE FAMILY TRUST	\$49,805.00	0.7077	\$707.75
20.010.0100	NAEVE FAMILY TRUST	\$89,605.35	1.2733	\$1,273.32
20.010.0100	NAEVE FAMILY TRUST	\$75,764.40	1.0766	\$1,076.64
20.010.0100	NAEVE FAMILY TRUST	\$38,137.27	0.5419	\$541.94
20.010.0200	RODNEY VON OHLEN ETAL	\$54.68	0.0008	\$0.78
20.010.0200	RODNEY VON OHLEN ETAL	\$8,582.88	0.1220	\$121.97
20.010.0300	RICHARD C FRANSEN TRUST	\$1,117.20	0.0159	\$15.88
20.010.0300	RICHARD C FRANSEN TRUST	\$19.60	0.0003	\$0.28
20.010.0500	NEAL R & JULIE A VON OHLEN	\$9,891.14	0.1406	\$140.56
20.010.0500	NEAL R & JULIE A VON OHLEN	\$229.32	0.0033	\$3.26
20.010.0500	NEAL R & JULIE A VON OHLEN	\$355.74	0.0051	\$5.06
20.010.0700	VRON A JONES TRUST	\$10,292.94	0.1463	\$146.27
20.010.0700	VRON A JONES TRUST	\$38,864.89	0.5523	\$552.28
20.010.0800	DOUGLAS & SHIRLEY HARTZLER	\$35.28	0.0005	\$0.50
20.010.0800	DOUGLAS & SHIRLEY HARTZLER	\$58,498.36	0.8313	\$831.28
20.010.0800	DOUGLAS & SHIRLEY HARTZLER	\$27,471.35	0.3904	\$390.38
20.010.0800	DOUGLAS & SHIRLEY HARTZLER	\$181.93	0.0026	\$2.59
20.010.0850	DOUGLAS & SHIRLEY HARTZLER	\$689.18	0.0098	\$9.79
20.011.0100	MERVA FRANSEN FAM TRUST ETAL	\$1,440.60	0.0205	\$20.47
20.011.0100	MERVA FRANSEN FAM TRUST ETAL	\$45,792.28	0.6507	\$650.72
20.011.0100	MERVA FRANSEN FAM TRUST ETAL	\$33,981.26	0.4829	\$482.89
20.011.0500	SARA A FRANSEN	\$25,733.42	0.3657	\$365.68
20.011.0500	SARA A FRANSEN	\$61,206.29	0.8698	\$869.76
20.011.0500	SARA A FRANSEN	\$2,475.52	0.0352	\$35.18
20.011.0500	SARA A FRANSEN	\$61,268.06	0.8706	\$870.64
20.012.0100	BRADLEY W & MARGARET FREKING	\$57,070.75	0.8110	\$811.00
20.012.0100	BRADLEY W & MARGARET FREKING	\$56,358.85	0.8009	\$800.88
20.012.0100	BRADLEY W & MARGARET FREKING	\$49,904.16	0.7092	\$709.16
20.012.0200	TROY S DENNEY	\$8,031.18	0.1141	\$114.13
20.012.0300	JOSEPH & CYNTHIA KECK	\$220.50	0.0031	\$3.13
20.012.0300	JOSEPH & CYNTHIA KECK	\$2,910.60	0.0414	\$41.36
20.012.0300	JOSEPH & CYNTHIA KECK	\$807.86	0.0115	\$11.48
20.012.0300	JOSEPH & CYNTHIA KECK	\$72.86	0.0010	\$1.04
	US HWYS	\$0.00	0.0000	\$0.00
	USTH 90	\$59,758.31	0.8492	\$849.19
	JACKSON CTY RDS	\$0.00	0.0000	\$0.00
	CR 85	\$36,537.59	0.5192	\$519.21
	CSAH 29	\$18,145.75	0.2579	\$257.86
	CSAH 16	\$57,455.07	0.8165	\$816.46
	WISCONSIN TWP RDS	\$0.00	0.0000	\$0.00

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
	820TH ST	\$17,750.72	0.2522	\$252.24
	810TH ST	\$51,325.54	0.7294	\$729.35
	590TH AVE	\$16,950.93	0.2409	\$240.88
	570TH AVE	\$14,519.19	0.2063	\$206.32
	560TH AVE	\$3,328.66	0.0473	\$47.30
	ENTERPRISE TWP RDS	\$0.00	0.0000	\$0.00
	820TH ST	\$15,969.82	0.2269	\$226.94
	590TH AVE	\$13,803.59	0.1962	\$196.15
	570TH AVE	\$14,078.82	0.2001	\$200.06
		\$7,037,125.82	100.00	\$100,000.00

TOTAL WATERSHED ACRES:



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 32**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 32. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 32 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 32 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 32. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 32. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 32. We found that the total benefits are \$6,994,855.82. Damages are \$7,714.16. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

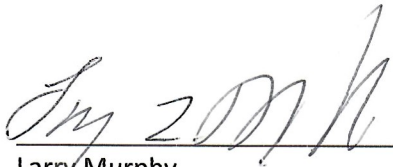
We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 32.

Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]

Respectfully submitted,


Bryan Murphy


Larry Murphy


Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 60**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 60. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 60 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 60 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 60. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 60. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 60. We found that the total benefits are \$4,730,038.18. Damages are \$10,328.89. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

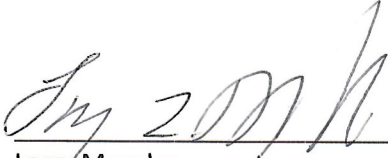
We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 60.

Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]

Respectfully submitted,


Bryan Murphy


Larry Murphy


Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 62**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 62. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 62 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 62 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 62. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 62. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 62. We found that the total benefits are \$1,527,717.05. Damages are \$ 0.00. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 62.

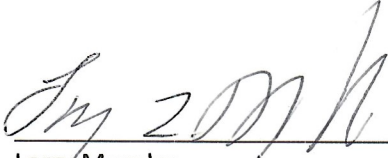
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]

Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 68**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 68. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 68 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 68 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 68. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 68. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 68. We found that the total benefits are \$1,279,853.32. Damages are \$ 0.00. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 68.

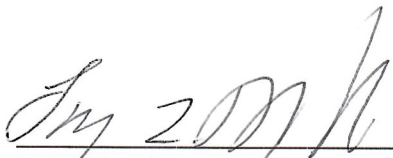
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]


Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 71**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 71. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 71 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 71 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 71. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 71. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 71. We found that the total benefits are \$1,200,111.67. Damages are \$3,467.04. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 71.

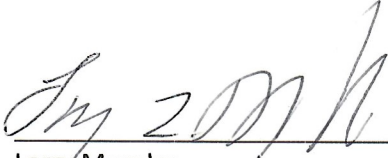
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]


Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



Request for Board Action
Agenda Item No. 3.2.

Requested Board Date: 02/20/2024

Agenda Type: Regular

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Kelly Rasche/Professional Staff

Recommendation: Approve

Item: 10:30 a.m. Hearing Continuation of Judicial Ditch 71 Redetermination of Benefits

Board Action Request:

Approve Redetermination of Benefits Roll for Judicial Ditch 71 as amended and presented by H2Over Viewers.

Background & Comments:

The Redetermination of Benefits hearing was continued from January 17, 2024, as additional information was provided by landowners at the hearing. H2Over Viewers reviewed the information provided and amended the report.

Changes in the JD 32 report had an affect on JD 71 as they are neighboring systems.

Attachments: _____

Fiscal Impact: _____

**** Requests must be received by the Administrator's Office by 12:00 p.m. the Wednesday that is a week PRIOR to the regularly scheduled board meeting. ****

Complete and email this form to: County.Administrator@co.jackson.mn.us

STATE OF MINNESOTA
JACKSON COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR JACKSON COUNTY JUDICIAL DITCH 71

The Matter of the Redetermination of
Benefits for Jackson County Judicial
Ditch 71

**Findings and Order Adopting
Redetermination of Benefits**

At a public hearing conducted by the Jackson County Board of Commissioners, Drainage Authority for Jackson County Judicial Ditch 71 (JD 71), on January 17, 2024, and continued to February 20, 2024, Commissioner _____ moved, seconded by Commissioner _____ for adoption of the following Findings and Order:

Findings:

1. JD 71 was originally established in 1917. Original benefits for Jackson County Judicial Ditch 71 were determined concurrent with establishment in 1917.
2. The system provides an outlet for lands in Sections 8, 9, 15, 16, 17, and 22 of Wisconsin Township, Jackson County.
3. Benefits for JD 71 were last determined in 1917, prior to the enactment of various laws, regulations, and programs protecting wetlands.
4. The current benefits roll reflects the benefitted properties, benefitted areas and benefit values as determined by viewers based on assumptions regarding the ability of landowners to convert wetlands for agricultural purposes.
5. Additionally, since the most recent determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of JD 71.
6. Since the most recent determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of JD 71 as an outlet for drainage.
7. Since the most recent determination of benefits and damages, land values have changed within the benefitted area of JD 71.

8. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages did not reflect reasonable present-day land values, and the benefitted areas had changed for JD 71, the Drainage Authority ordered a redetermination of benefits and appointed Bryan Murphy, Larry Murphy, and Shantel Hecht as viewers, and Robert Conely and Kenneth DeGier as alternate viewers, for the redetermination of benefits. Aaron Goemann later replaced Shantel Hecht as a viewer. Scott Henderson was later appointed as a viewer when Aaron Goemann was deployed for military service.
9. Upon taking their oath, the viewers initiated a redetermination of benefits according to statutes chapter 103E.
10. 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.
11. The viewers completed their report which included a Benefits and Damages Statement in November 2023 for all property affected by JD 71 and filed their report with the Drainage Authority.
12. Upon the direction, and under supervision, of the Drainage Authority, the viewers prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
13. The Drainage Authority noticed and held an informational meeting on a proposed redetermination of benefits for JD 71 on December 14, 2023. The informational hearing was attended by several landowners who confirmed conditions, land uses and land values on JD 71.
14. The final hearing was held on January 17, 2024.
15. The Drainage Authority prepared a notice for the final hearing and (1) mailed it to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the MDNR; (2) posted it at the Jackson County Courthouse and Minnesota West Community & Technical College; and (3) published it in a newspaper in general circulation in the area of JD 71 in Jackson County. The timing and duration of notices were consistent with the requirements of statutes section 103E.325.
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. At the January 17, 2024, 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 JD 71.
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 JD 71.
19. Comments were offered during the public comment portion of the hearing as follows:
 - a. Kyle Lamett (PID 200080300) is concerned that land added to JD 71 watershed by viewers is actually using JD 32 as an outlet.
20. After opening the public comment period and receiving and replying to comments, the Drainage Authority adopted a motion to: close the hearing to public comment and to continue the hearing to its regular meeting on February 20, 2024; directed the viewers to reexamine the watershed boundary between JD 32 and JD 71; and directing the viewers to prepare and file an amended report, if any for consideration by the Board. At the continued hearing, the Board will consider findings and an order adopting the redetermined benefits and damages.
21. Upon reexamination and verification of the watershed boundary between JD 32 and JD 71, the viewers filed an amended report dated February 13, 2024.
22. The Viewers' Report, as amended, is attached as **Exhibit A**.
23. 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**.
24. The Drainage Authority has reviewed the amended viewers' report and finds it to be accurate and responsive to the Board's direction to reexamine the watershed boundaries and is consistent with the public comments addressing the watershed boundaries of the two drainage systems.
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 benefitted 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.
38. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; 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.
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 benefitted and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefitted 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 JD 71, 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 Jackson County Auditor-Treasurer shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. Pending resolution of any appeals, the damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established and seeded 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 _____ yeas, _____ nays as follows:

	Yea	Nay	Absent	Abstain
MCCLURE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WACHAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
POHLMAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NASBY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EIGENBERG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Dated this 20th day of February, 2024.

JACKSON COUNTY, SEATED AS DRAINAGE
 AUTHORITY UNDER STATUTES CHAPTER 103E FOR
 JACKSON COUNTY JUDICIAL DITCH 71.

By _____
 Chairperson

* * * * *

I, Kevin Nordquist, Jackson County Auditor-Treasurer, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Jackson County Board of Commissioners and find the same to be a true and correct transcript thereof. The above Order was filed with me, Jackson County Auditor-Treasurer on _____, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2024.

 Kevin Nordquist

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
20.008.0100	ROBERT D WEST	\$74.95	0.0062	\$6.22
20.008.0300	JEROME M & SANDRA J HONNETTE	\$10,086.16	0.8373	\$837.32
20.008.0300	JEROME M & SANDRA J HONNETTE	\$18,242.70	1.5144	\$1,514.44
20.008.0300	JEROME M & SANDRA J HONNETTE	\$8,952.30	0.7432	\$743.19
20.008.0300	JEROME M & SANDRA J HONNETTE	\$15,180.20	1.2602	\$1,260.20
20.008.0500	RYAN G & CHELSEA HONNETTE	\$945.35	0.0785	\$78.48
20.008.0550	JEROME M & SANDRA J HONNETTE	\$11,724.78	0.9733	\$973.35
20.008.0550	JEROME M & SANDRA J HONNETTE	\$21,036.88	1.7464	\$1,746.40
20.008.0600	RONALD K FRANSEN TRUST	\$2,884.14	0.2394	\$239.43
20.008.0950	MICHAEL AMBROSE	\$3,387.86	0.2812	\$281.25
20.008.0950	MICHAEL AMBROSE	\$1,083.37	0.0899	\$89.94
20.009.0200	LELAND FRANSEN TEST TRUST B	\$1,577.80	0.1310	\$130.98
20.009.0300	JEROME M & SANDRA J HONNETTE	\$69,167.57	5.7420	\$5,742.03
20.009.0300	JEROME M & SANDRA J HONNETTE	\$2,846.90	0.2363	\$236.34
20.009.0300	JEROME M & SANDRA J HONNETTE	\$32,137.76	2.6680	\$2,667.96
20.009.0300	JEROME M & SANDRA J HONNETTE	\$33,572.62	2.7871	\$2,787.07
20.009.0400	RONALD E & MARY L MULDER	\$107.02	0.0089	\$8.88
20.009.0500	RICHARD C FRANSEN TRUST	\$42,333.13	3.5143	\$3,514.34
20.009.0500	RICHARD C FRANSEN TRUST	\$50,868.27	4.2229	\$4,222.89
20.009.0500	RICHARD C FRANSEN TRUST	\$72,559.20	6.0236	\$6,023.60
20.009.0500	RICHARD C FRANSEN TRUST	\$54,878.71	4.5558	\$4,555.83
20.009.0600	TIMOTHY J & MOLLY M FRANSEN	\$110.78	0.0092	\$9.20
20.009.0600	TIMOTHY J & MOLLY M FRANSEN	\$831.35	0.0690	\$69.02
20.009.0700	STEVEN D & JANICE M FRANSEN	\$27,187.77	2.2570	\$2,257.03
20.009.0700	STEVEN D & JANICE M FRANSEN	\$9,566.49	0.7942	\$794.17
20.015.0400	BRYON NEAL	\$15,194.01	1.2614	\$1,261.35
20.015.0500	EARL TUSA ETAL	\$2,825.34	0.2345	\$234.55
20.015.0600	TERESA SATHE TRUST ETAL	\$341.55	0.0284	\$28.35
20.015.0600	TERESA SATHE TRUST ETAL	\$17,961.02	1.4911	\$1,491.06
20.015.0600	TERESA SATHE TRUST ETAL	\$43,234.93	3.5892	\$3,589.20
20.015.0700	DALLAS A HANSEN REV TRUST	\$8,583.48	0.7126	\$712.57
20.015.0700	DALLAS A HANSEN REV TRUST	\$228.38	0.0190	\$18.96
20.015.0700	DALLAS A HANSEN REV TRUST	\$50,759.44	4.2139	\$4,213.86
20.016.0300	TERESA SATHE TRUST ETAL	\$20,976.18	1.7414	\$1,741.36
20.016.0300	TERESA SATHE TRUST ETAL	\$28,022.18	2.3263	\$2,326.30
20.016.0300	TERESA SATHE TRUST ETAL	\$17,706.25	1.4699	\$1,469.91
20.016.0300	TERESA SATHE TRUST ETAL	\$68.60	0.0057	\$5.69
20.016.0500	RICHARD C FRANSEN TRUST	\$38,028.07	3.1569	\$3,156.95
20.016.0500	RICHARD C FRANSEN TRUST	\$71,836.96	5.9636	\$5,963.64
20.016.0500	RICHARD C FRANSEN TRUST	\$54,770.69	4.5469	\$4,546.86
20.016.0500	RICHARD C FRANSEN TRUST	\$39,427.55	3.2731	\$3,273.13
20.016.0600	JEROME M & SANDRA J HONNETTE	\$50,304.46	4.1761	\$4,176.09
20.016.0600	JEROME M & SANDRA J HONNETTE	\$4,275.25	0.3549	\$354.92

PIN	NAME	TOTAL PARCEL BENEFITS	PERCENT TOTAL BENEFITS	NOTIONAL ASSESSMENT ON \$100,000 REPAIR
20.016.0600	JEROME M & SANDRA J HONNETTE	\$40,213.42	3.3384	\$3,338.37
20.016.0600	JEROME M & SANDRA J HONNETTE	\$57,791.15	4.7976	\$4,797.61
20.016.0600	JEROME M & SANDRA J HONNETTE	\$17,932.78	1.4887	\$1,488.71
20.016.0700	RODNEY & DAWN DUNCAN	\$928.04	0.0770	\$77.04
20.017.0125	ARNOLD E BENSON LIVING TRUST	\$8,616.16	0.7153	\$715.28
20.017.0325	BARRET D HANSEN	\$2,449.02	0.2033	\$203.31
20.022.0200	DALLAS A HANSEN REV TRUST	\$307.61	0.0255	\$25.54
20.022.0250	SCOTT & PAMELA ESPEY	\$132.61	0.0110	\$11.01
20.022.0600	DALLAS A HANSEN REV TRUST	\$24,090.41	1.9999	\$1,999.90
20.022.0600	DALLAS A HANSEN REV TRUST	\$404.75	0.0336	\$33.60
VOID	CPKC	\$2,335.73	0.1939	\$193.90
VOID	CPKC	\$2,536.76	0.2106	\$210.59
VOID	CPKC	\$599.03	0.0497	\$49.73
VOID	CPKC	\$356.18	0.0296	\$29.57
VOID	CPKC	\$813.40	0.0675	\$67.53
	US HWYS	\$0.00	0.0000	\$0.00
	USTH 90	\$38,894.86	3.2289	\$3,228.91
	JACKSON CTY RDS	\$0.00	0.0000	\$0.00
	CSAH 34	\$39,707.59	3.2964	\$3,296.38
	WISCONSIN TWP RDS	\$0.00	0.0000	\$0.00
	790TH ST	\$3,328.66	0.2763	\$276.33
	580TH AVE	\$4,973.57	0.4129	\$412.89
	570TH AVE	\$2,282.79	0.1895	\$189.51
		\$1,204,582.90	100.00	\$100,000.00

TOTAL WATERSHED ACRES:



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 32**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 32. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 32 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 32 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 32 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 32. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 32. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 32. We found that the total benefits are \$6,994,855.82. Damages are \$7,714.16. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 32.

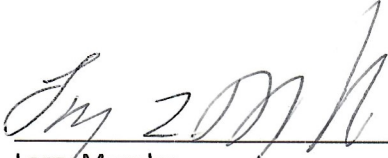
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]

Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 60**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 60. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 60 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 60 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 60 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 60. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 60. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 60. We found that the total benefits are \$4,730,038.18. Damages are \$10,328.89. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 60.

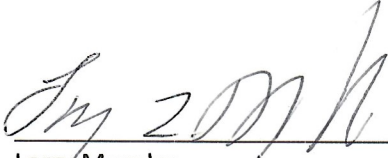
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]


Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 62**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 62. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 62 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 62 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 62 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 62. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 62. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 62. We found that the total benefits are \$1,527,717.05. Damages are \$ 0.00. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 62.

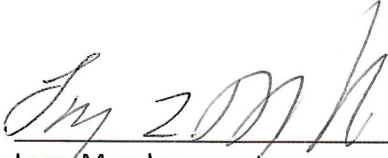
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]


Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 68**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 68. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 68 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 68 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 68 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 68. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 68. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 68. We found that the total benefits are \$1,279,853.32. Damages are \$ 0.00. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 68.

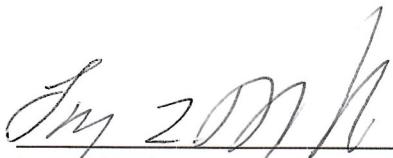
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]


Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson



**Benefits and Damage Statement for the Redetermination of Benefits
Jackson County Ditch JD 71**

In accordance with Minnesota Statute (MS) 103E.351, we the viewers, submit the following Viewers' Report:

The fundamental principle for the determination of benefits and damages is based upon a comparison of the conditions prior to the construction of the ditch system with the conditions that exist after the implementation of the ditch system or proposed drainage project.

The undersigned viewers, pursuant to the order of the Jackson County Drainage Authority, did meet prior to commencing duties on July 12, 2021, at the Jackson County office in Jackson, Minnesota. Having taken the oath as required by MS 103E.305, did view, all lands affected by said proposed drainage system and further, we did determine the damages to lands affected by establishment of a grass strip.

We were able to determine the boundaries of the benefited area by processing and analyzing maps using "Light Detection and Ranging" (LiDAR) along with visually viewing the project area. Meetings were held with landowners, and Jackson County staff. We viewed the County Assessors' records to determine the number of acres of land in each parcel of each 40-acre tract of land. Other sources of information used were USDA-Natural Resources Conservation Service Web Soil Survey, 12 years of USDA satellite imagery, US Fish and Wildlife Service National Wetland Inventory (NWI) maps, and Jackson County Assessors' sales data and annual report.

We have determined the extent and basis of benefits and damages as prescribed under MS 103E.315 and MS 103E.321. We have indicated in tabular form, for each lot, 40-acre tract, and fraction of a lot or tract under separate ownership that is benefited or damaged (see Exhibit A).

An easement, in the form of an additional restriction on the use of real property adjacent to the open channel of the drainage system, will be acquired and, therefore, damages will be awarded for the establishment of a permanent strip of perennial vegetation approved by the drainage authority that will not impede future maintenance of the drainage system as required in MS 103E.021. Grass strip damages "A" acres are valued at \$4,333.80 per acre. Grass Strip damages "B" acres are valued at \$7,223.00 per acre.

We have determined the following direct drainage benefits and indirect (outlet) benefits on and related to the redetermination of benefits for Jackson JD 71. Benefits were determined based on the drainage system operating in its as constructed condition.

Direct Benefits – Class 1 (Mapped as Red)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 1 lands, prior to the existence of the drainage system, had a value range of \$1,254 - \$1,881 per acre. They consisted mostly of low wetlands unsuitable for even hay or pasture most years. These lands are now used for productive row crops.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 1 by the rate of \$3,852.00 per acre.

Direct Benefits – Class 2 (Mapped as Yellow)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 2 lands, prior to the existence of the drainage system, had a value range of \$3,680 - \$4,497 per acre. It was mostly utilized as hay and pastureland. Although some row crops were grown in this land class, it was not without substantial risk of loss to the grower. The lands are now used to grow some of the most productive row crops in the area.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 2 by the rate of \$3,238.00 per acre.

Direct Benefits – Class 3 (Mapped as Green)

Using the direct market value approach, giving consideration for the lands' geographic location in the watershed, location relative to the outlet, proximity to the ditch bottom elevation, soil types, as well as analyzing direct sales data for competitive properties in the marketplace, we determined the existing market values of land in an unimproved condition as well as in an improved condition. Though this description may not describe your lands exactly, your lands fell broadly under this category.

Class 3 lands, prior to the existence of the drainage system, had a value range of \$7,869 - \$8,994 per acre. These lands were mostly utilized for the production of row crops, although

over saturation of the soil and surrounding lands did not allow for these lands to realize their full production potential. Now that the drainage system has been established, the land is able to utilize the system as an outlet to drainage tile systems and increased the production potential.

The viewers have determined based on these values, along with allowances for private improvement costs, that Jackson JD 71 provides for an increased market value/benefit to agricultural/cropland acres in Class 3 by the rate of \$1,960.00 per acre.

Indirect Benefits – Class 4 (Mapped as Blue)

Class 4 lands are lands which have not had an increase in market value after the construction of the drainage system. However, they have been altered from their pre-settlement state in such a manner that they are now tilled and farmed. As a result, they burden the drainage system's capacity, thus increasing a sediment load and causing a need for increased maintenance. Taking into consideration the percentage of Class 4 acres in the watershed, regular ditch maintenance, and sediment loading, we determined the rate per acre that Jackson JD 71 provides as an outlet or contribution benefit to these lands. Though this description may not describe your lands exactly, your lands fell broadly under this category. The viewers have determined the Class 4 outlet benefit rate to be \$ 588.00 per acre.

Example of how benefits were calculated for Class 2:

Market Value Before Project:	\$3000
Market Value After Project:	\$6000
Increase in Market Value:	\$3000
Less Private Improvement Costs:	\$850
Net Benefits:	\$2150

Road Benefits

The viewers have determined outlet as well as reduced maintenance cost benefits for all State, County, and Township roads located within the boundary of Jackson JD 71 at a rate of \$2,590.40 per acre.

Residential Land Benefits

Outlet benefits were applied to residential lands within the watershed of Jackson JD 71. The outlet benefit was calculated based on runoff burden to the drainage system and use of the drainage system as an outlet. The viewers have determined the outlet benefits for residential lands at the rate of \$ 235.20 per acre.

Woodlot Benefits

Benefits were applied to woodlot lands within the watershed of Jackson JD 71. These lands receive a benefit because the ditch conveys their water burden away from adjacent

landowners and adds to the need for system capacity and system maintenance. The viewers have determined the benefit for woodlot lands at the rate of \$ 211.68 per acre.

Non-benefiting Acres

Based on current land use and regulatory restrictions, permanent program restrictions (i.e. RIM or CREP) or other permanent restriction and restoration to pre-settlement landscape conditions or creation of wetland areas, we determined some areas to be non-benefited from the drainage system and restricted from taking future benefit from the drainage system. For example, we determined that lands restored to pre-settlement conditions and permanently restricted from future modification would not drain in any altered manner such that the drainage system would be burdened by the land other than such burden as nature would have provided. Further, for example, nonconverted wetlands that are so restricted from conversion by regulation that conversion is unlikely, were not determined to benefit from the system.

At the completion of our examination, we did sum up the total benefits for Jackson JD 71. We found that the total benefits are \$1,200,111.67. Damages are \$3,467.04. **(See Exhibit A for tabular report of benefits. A copy of Exhibit A, which includes the itemized details of every parcel, including your parcel(s), is available to view online or print at <http://www.h2overviewers.com>.)**

We recommend that the Jackson County Drainage Authority hold a final hearing on the report and confirm the benefits and damages for Jackson JD 71.

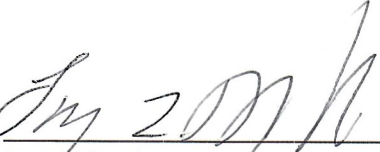
Dated this 20TH day of November, 2023.

[Signed Statement filed with Jackson County]

Respectfully submitted,



Bryan Murphy



Larry Murphy



Scott Henderson