

MEEKER COUNTY, MINNESOTA
BOARD OF COMMISSIONERS
Regular Session Agenda
November 5, 2019

8:30 Meeting Called to Order With Pledge of Allegiance

Public Comment Period*

- Amendments to the Agenda
- Approval of October 15, 2019 Minutes

Marc Vaillancourt, Friends of Meeker Trails

- Trails Update

8:40 Greg Schultz, Land Records Director

- Conditional Use Permits:
 - o Verizon Wireless, Plymouth
 - o Cletus Huhn Jr., Buffalo
 - o Mark Determan, Dassel
- Rezoning Application: Kenneth Swanson, Dassel
- Preliminary Plat: Swanson's Lake Jennie View
- Final Plat: Ronta Shores

8:50 Paul Bukovich, Social Services Director

- Approve Hire of Accounting Assistant
- Approve Social Services Accounts Payable

8:55 Phil Schmalz, Public Works Director

- Set 5-Year Highway Construction Plan Public Hearing for December 3, 2019 at 9:30 a.m.
- Approve Reinstating On-Call Part-Time Snow Plow Operator Brad Thomas, Step C \$25.63 per Hour
- Approve Seal Coat Contract Acceptance and Final Payment

9:00 Barb Loch, County Auditor

- Meeker County SSTS Restoration Project
 - o MPCA General Obligation Note
 - o **Resolution #2019-20:** Authorizing Project
- Property Tax Abatement Application: Boghos J. Gauro
- Approve County and Hospital Accounts Payable

Recess County Board and Convene as County Ditch Authority

9:10 Barb Loch, County Auditor

- Acknowledge Petition for Abandonment of County Ditch #1

Adjourn as County Ditch Authority and Reconvene as County Board

9:15 Paul Virnig, County Administrator

- Set Public Hearing for 2020 Proposed Fee Schedule for December 17, 2019 at 9:00 a.m.
- Approve 2020 Board Meeting Schedule
- Approve 2020 Employee Holiday Schedule

Board of Commissioners Committee Update

Miscellaneous Correspondence

***Board agendas and "*Meeker County Board Protocol and Public Participation Policies*" are available in the board room**

The Meeker County Board of Commissioners met on October 15, 2019, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chair Mike Housman.

Present: Commissioners – Beth Oberg, Joe Tacheny, Mike Housman, Steve Schmitt and Bryan Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig and Executive Secretary Cori Heacock.

Meeting opened with Pledge of Allegiance.

Board Chair Housman called for public comments and there were none.

Motion by Schmitt, second by Larson to approve the October 15, 2019 agenda as presented.
Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve County Board minutes for October 1, 2019 as presented.
Motion carried unanimously.

The following employees were recognized for their years of service:

- Carrie Danielson, Corrections Officer, 5 years
- Stephanie Johnson, Emergency Management Director, 5 years
- Rita Hennen, Part-Time Sheriff's Typist, 10 Years
- Brenda Warren, Probation Officer, 20 Years
- Julie Schrum, Public Health Office Manager, 30 Years

Motion by Oberg, second by Larson to adopt the following resolution:
BE IT RESOLVED that Meeker County Crime Victim Services will enter into a cooperative agreement with the Office of Justice Programs in the Minnesota Department of Public Safety. Brandi Schiefelbein is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of Meeker County Crime Victim Services. Commissioners Oberg, Tacheny, Housman, Schmitt, and Larson voting "yes".
Motion carried unanimously. Resolution declared adopted. #2019-19.

Meeker Memorial Hospital Chief Executive Officer Kurt Waldbillig and Chief Financial Officer Nicole Siegner presented hospital matters to the Board.

Motion by Schmitt, second by Tacheny to approve the 2020-2021 County Minnesota Family Investment Program (MFIP) Biennial Service Agreement.
Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve the 2020 Central Minnesota Jobs & Training Services, Inc. Agreement to Provide MFIP/DWP Services for the term of January 1 – December 31, 2020.
Motion carried unanimously.

Motion by Schmitt, second by Oberg to approve the 2020 Solid Oak Financial Services Agreement for the term of October 1, 2019 – December 31, 2020.
Motion carried unanimously.

Motion by Tacheny, second by Schmitt to approve the hire of Eligibility Worker Lisa Bredeson, Level B22 Step 1, \$19.64 per hour, with hire date to be determined.

Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve the hire of Administrative Clerk Brittany Carlson, Level A12 Step 1, \$16.05 per hour, effective October 21, 2019.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve the promotion of Social Worker Tina Schenk to Social Services Supervisor, Level C52 Step 4, \$34.15 per hour, effective October 16, 2019.

Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve Social Services accounts payable as follows:

Human Services Fund	\$148,845.53
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Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve On-Sale Renewal License for Darwin Rod & Gun Club.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve On-Sale and Off-Sale Renewal Licenses for Riverside Store & Tavern.

Motion carried unanimously.

Motion by Schmitt, second by Tacheny to approve the Off-site Gambling Application for VFW Post 2818 for an event in Litchfield Township, Lake Ripley, on February 8, 2020.

Motion carried unanimously.

Motion by Tacheny, second by Schmitt to approve the 2020 Snowmobile Grant-in-Aid Program Maintenance and Grooming Grant Agreement in the amount of \$36,374.76 and for the term of July 1, 2019 – June 30, 2020.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve county and hospital accounts payable as follows:

General Revenue Fund	\$154,887.40
Road & Bridge Fund	101,157.03
Human Services Fund	127.02
County Parks Fund	5,146.24
Solid Waste Fund	3,146.48
County Nurse Fund	14,105.63
Family Services Bldg. Fund	3,768.99
Tax Forfeit Property Fund	722.05
Ditch Fund	90.05
State Collections Fund	4,369.68
Revolving Loan Fund	27,500.00
County Hospital	540,562.99

Credit Cards:

General Revenue Fund	12,136.32
County Nurse Fund	982.20
Family Services Bldg. Fund	238.52

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve hire of Full-Time Heavy Equipment Operator Randy Hamann, Level B22 Step 1, \$19.64 per hour, effective October 28, 2019.

Motion carried unanimously.

Motion by Tacheny, second by Oberg to approve the purchase of a New Holland T5.120 Tractor with 815SL Loader from Schlauderaff Implement at the State Contract Price of \$95,250, minus trade-in value of \$27,500 for Unit 00-1, for a net cost of \$67,750.

Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve the purchase of a Schulte XH1000 Batwing Mower with Flex Arm Hitch from Haug Implement at the State Contract Price of \$41,150, minus trade-in value of \$6,200 for existing mower, for a net cost of \$34,950.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve the purchase of a 2020 Western Star 4700 Plow Truck from Boyer Trucks of Lauderdale, MN for \$121,886.35, minus trade-in value of \$12,000 for Unit 02-7, for a net cost of \$109,886.35, and approve adding Towmaster Snow Body Equipment at an additional cost of \$116,814.

Motion carried unanimously.

Public Works Director Phillip Schmalz provided a construction update to the Board.

It being 9:18 a.m., Chair Housman recessed the County Board meeting and convened the County Ditch Authority.

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The County Board convened as the County Ditch Authority.

Present: County Auditor Barb Loch, Ditch Inspector John Condon, Public Works Director Phil Schmalz, Highway Superintendent Carlen Hansen, Commissioners Oberg, Tacheny, Housman, Schmitt, and Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig, and Executive Secretary Cori Heacock.

Motion by Larson, second by Schmitt to approve the engineering quote from Houston Engineering for engineering and surveying services related to repair on County Ditch 8, in an amount not to exceed \$10,330.

Motion carried unanimously.

Ditch Inspector John Condon shared with the Board that an informational meeting will be scheduled regarding the Joint Ditch 3 outlet.

With no further business, Board Chair Housman adjourned the County Ditch Authority at 9:25 a.m. and reconvened as County Board.

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Board Chair Housman reconvened the County Board meeting.

On motion by Schmitt, second by Oberg, Board Chair Housman called for adjournment at 9:49 a.m. The next meeting of the County Board of Commissioners will be on November 5, 2019 at 8:30 a.m., in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Executive Secretary

Chair of County Board

Attest: _____
Clerk of County Board

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

APPLICATION APPLIED FOR: CONDITIONAL USE PERMIT INTERIM USE PERMIT

Parcel # 13-0392000

Application: Fee \$4,000 Number _____ Date _____

Verizon Wireless 5096 Merrimac Ln Plymouth, MN 55446
Name of Applicant Address City/State/Zip Code

Philip Rokala 29541 725th Ave Dassel, MN 55325
Name of Property Owner Address City/State/Zip Code

N/A
Name of Mineral Rights Owner Address City/State/Zip Code

Legal Description of Property:

S 1/2 NE 1/4 SW 1/4 Sec 27 - Township 120 - Range 29

Detailed Description of the Application: Verizon Wireless is proposing a 250' self-support tower w/ a 9' lightning rod. The tower will be engineered to accommodate at least 3 other users. This site will improve coverage north of Dassel Attach a detailed site plan as required in the Meeker County Zoning Ordinance. up thru Kingston in Meeker County.

Reason for requesting the proposed application: Verizon Wireless network improvement and additional coverage/capacity north of Dassel up thru Kingston.

Signatures:

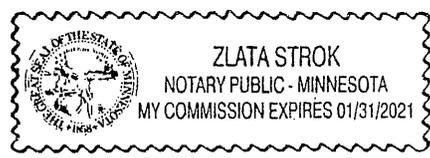
[Signature]
Applicant

[Signature]
Property Owner

[Signature]
Mineral Rights Owner

[Signature]
Notary Public

1010112019



PUBLIC HEARING Township Kingston Location Meeker City Court House

Date 10/15/19 Notice Published 10/2/19 Property Owners 51

Municipalities Notified DNR, Hwy Engineer, Commissioner Housman, Kingston Twp, Dassel Twp, City of Kingston, Lake Arvills Pres, Ben Schaefer

Planning Commission Recommendation:

See Exhibit A

Date 10/15/19

Chair Aleg Jans

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on 11/5/19.

County Board Action:

The findings and recommendation of the Planning Commission are hereby adopted and the application is:

approved denied

The findings and recommendation of the Planning Commission are hereby overruled and the application is:

approved denied

The Board makes its finding as indicated on the attached Exhibit A.

The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

approved denied

Vote: For Against

Action taken this _____ day of _____, 20_____.

By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, Chairman of the Meeker County Board of Commissioners on

behalf of Meeker County.

Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Rokala/Verizon CUP

Approve a Conditional Use Permit Application to construct a commercial wireless telecommunications tower with a total height of 259' in the A-1 Agricultural Preservation district with the conditions that:

1. This tower shall not exceed 259' feet in height, including the lightning rod.
2. This tower shall have room to accommodate three (3) additional users.
3. The tower must meet or exceed all Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) requirements and receive all required permits prior to commencing construction.
4. The tower must be constructed and maintained as per the plans submitted with this conditional use permit application.
5. The applicant shall receive all required permits prior to commencing construction.
6. Prior to receiving permits and commencing construction the applicant must have a wetland delineation completed by a certified wetland delineator on the southerly portion of the wetland adjacent to the proposed driveway for this tower to ensure no disturbance of the wetland area.
7. The applicant shall submit evidence, prior to being issued a building permit and commencing construction, that the financial assurance submitted with this application is sufficient to meet the ordinance requirement that the bond be a minimum of ten percent of the cost of the original dollar amount to construct the tower. If the amount submitted is not sufficient, the applicant shall re-submit a bond in the appropriate amount. This financial assurance shall be utilized in the event Meeker County is required to undertake demolition of the tower due to failure of the applicant to perform these tasks when, or if, required and shall cover the cost of removal of tower, buildings, concrete footings, anchors, supporting equipment, and antennae and to restore the site to the conditions that existed prior to the construction of the tower. The concrete footings and anchors shall be removed to a three-foot depth below ground surface.

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

APPLICATION APPLIED FOR: X CONDITIONAL USE PERMIT

 INTERIM USE PERMIT

Parcel # 07-0446041 Fee 496- Number 15204 Date 9/17/19

Applicant Phone Number 612-240-7155

Site Address: See legal

Applicant Name: Cletus Huhn Jr.

Address: 1505 20th ST. SE Buffalo MN 55313 (P.O. Box 301)

Owner Name: Cletus Huhn Jr.

Address: 1505 20th ST. SE Buffalo MN 55313 (P.O. Box 301)

Legal Description of Property: part of the SE 1/4 of the NW 1/4 section 29 T 119 R 29, Meeker County - (SEE ATTACHED DESCRIPTION) on survey.

Detailed Description of the Application: Following the Meeker County Land Development Ordinance of 11.01, Residential density option. (80/20) NOT an official name. - BUT setting aside 5 acres for a restricted easement + description for a building site.
Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: property does NOT have a Building

Eligibility: wanting to build. Platting the property is NOT A good option

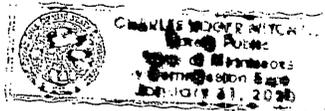
Signatures:

Cletus Huhn
Applicant

Cletus Huhn
Property Owner

Mineral Rights Owner

[Signature]
Notary Public



PUBLIC HEARING Township Dassel Location Meeker County Courthouse

Date 10/15/19 Notice Published 10/2/19 Property Owners 36

Municipalities Notified DNR, Ben Schaefer, Dassel Twp, Darwin Twp, Collinwood Twp, Lake

Washington Assoc, Commissioner Hausman, City of Dassel, Hwy Engineer

Planning Commission Recommendation:

Approve a Conditional Use Permit Application to establish one (1) additional building eligibility as per Section 11.01.D.4 of the Meeker County Zoning Ordinance with the conditions that erosion control be implemented on site during construction to prevent the erosion of material into sensitive areas, a conforming SSTS system be installed to serve this dwelling, the completed permanent restrictive easement must be recorded with this Conditional Use Permit, that an appropriate ingress/egress easement be recorded to ensure proper access to the public right of way and that the applicant obtain all required permits prior to commencing construction.

Date 10/15/19

Chair *Breg Jones*

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on _____.

County Board Action:

_____ The findings and recommendation of the Planning Commission are hereby adopted and the application is:

_____ approved _____ denied

_____ The findings and recommendation of the Planning Commission are hereby overruled and the application is:

_____ approved _____ denied

The Board makes its finding as indicated on the attached Exhibit A.

_____ The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

_____ approved _____ denied

Vote: For _____ Against _____

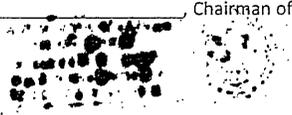
Action taken this _____ day of _____, 20_____.

By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, Chairman of the Meeker County Board of Commissioners on
behalf of Meeker County.



Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Surveyed Description

PROPOSED DESCRIPTION FOR BUILDING SITE

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of the NW1/4) of Section 29, Township 119 North, Range 29 West, Meeker County, Minnesota, described as follows: Commencing at the northeast corner of said SE1/4 of the NW1/4; thence on an assumed bearing of South 00 degrees 01 minute 37 seconds West along the east line of said SE1/4 of the NW1/4 for 397.18 feet to the point of beginning of the tract of land herein described; thence South 88 degrees 17 minutes 00 seconds West for 200.09 feet; thence South 00 degrees 01 minute 37 seconds West for 270.13 feet; thence North 88 degrees 17 minutes 00 seconds East for 200.09 feet to its intersection with said east line of the SE1/4 of the NW1/4; thence North 00 degrees 01 minute 37 seconds East along last said line for 270.13 feet to the point of beginning and there terminating.

Containing 1.24 Acres, more or less.
Subject to easements of record.
Subject to any and all enforceable restrictive covenants.

PROPOSED DESCRIPTION FOR PERMANENT RESTRICTED EASEMENT AREA

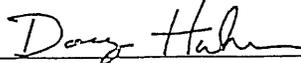
That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of the NW1/4) of Section 29, Township 119 North, Range 29 West, Meeker County, Minnesota, described as follows: Beginning at the northeast corner of said SE1/4 of the NW1/4; thence on an assumed bearing of South 00 degrees 01 minute 37 seconds West along the east line of said SE1/4 of the NW1/4 for 397.18 feet; thence South 88 degrees 17 minutes 00 seconds West for 200.09 feet; thence South 00 degrees 01 minute 37 seconds West for 116.52 feet; thence North 86 degrees 38 minutes 01 second West for 70.42 feet; thence North 25 degrees 56 minutes 32 seconds West for 113.14 feet; thence North 63 degrees 13 minutes 50 seconds West for 260.99 feet; thence North 00 degrees 07 minutes 21 seconds West for 279.69 feet to its intersection with the north line of said SE1/4 of the NW1/4; thence North 88 degrees 17 minutes 00 seconds East along last said line for 553.90 feet to the point of beginning and there terminating.

Containing 5.00 Acres, more or less.
Subject to easements of record.
Subject to any and all enforceable restrictive covenants.

PROPOSED DESCRIPTION FOR EASEMENT

A 50.00 wide ingress and egress easement over and across that part of the Southeast Quarter of the Northwest Quarter (SE1/4 of the NW1/4) of Section 29, Township 119 North, Range 29 West, Meeker County, Minnesota. The centerline of said easement is described as follows: Commencing at the northeast corner of said SE1/4 of the NW1/4; thence on an assumed bearing of South 00 degrees 01 minute 37 seconds West along the east line of said SE1/4 of the NW1/4 for 500.63 feet to the point of beginning of the centerline herein described; thence South 57 degrees 55 minutes 13 seconds East for 295.36 feet; thence South 30 degrees 01 minute 06 seconds West for 143.32 feet; thence South 14 degrees 56 minutes 59 seconds East for 145.24 feet and there terminating.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.



Doug Huhn
Registration No. 43808 - In the State of Minnesota

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

APPLICATION APPLIED FOR: CONDITIONAL USE PERMIT

INTERIM USE PERMIT

Parcel # 03-0538000 Fee \$496.00 Number 15211 Date 9/20/19

Applicant Phone Number 320-296-3461

Site Address: 70268 219th St, Dassel

Applicant Name: Mark Deturman

Address: 70268 219th ST

Owner Name: Mark Deturman

Address: _____

Legal Description of Property:

Lot 2 Block 0 Danielson Lake Shore

Detailed Description of the Application: Moving more than 10 cubic yards of
material in the Shore Impact Zone & more than 50 cubic yards
of material in the Shoreland District. 150 cubic yds Total
Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: to stabilize the hill to the lake

Signatures:

Mark Deturman
Applicant

Property Owner

Mineral Rights Owner

Monica Mankrum
Notary Public



PUBLIC HEARING

Township Collinwood

Location Meeker County Court House

Date 10/15/19 Notice Published 10/2/19 Property Owners 29

Municipalities Notified DNR, Ben Schaefer, Collinwood Twp, Ellsworth Twp, Dassel Twp

Darwin Twp, Commissioner Larson, Lake Washington Assoc

Planning Commission Recommendation:

See Exhibit A

Date 10/15/19

Chair Greg Jans

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on _____.

County Board Action:

_____ The findings and recommendation of the Planning Commission are hereby adopted and the application is:

_____ approved _____ denied

_____ The findings and recommendation of the Planning Commission are hereby overruled and the application is:

_____ approved _____ denied

The Board makes its finding as indicated on the attached Exhibit A.

_____ The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

_____ approved _____ denied

Vote: For _____ Against _____

Action taken this _____ day of _____, 20_____.

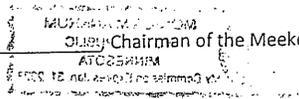
By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____ Chairman of the Meeker County Board of Commissioners on

behalf of Meeker County.



Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Exhibit A

Approve a Conditional Use Permit Application to move more than ten (10) cubic yards in the shore impact zone and more than fifty (50) cubic yards of material in the Shore land District with the conditions that:

1. The total cubic yards of material move and/or brought onto this site shall be a maximum of 200 cubic yards of material.
2. The project shall be completed as per the plans submitted with this application.
3. The applicant must obtain all required federal, state and local permits prior to commencing this project.
4. Erosion control shall be implemented and maintained on-site until a permanent vegetative cover is re-established to prevent the erosion of material into sensitive areas.

MEEKER COUNTY BOARD OF ADJUSTMENT
Meeker County Courthouse
Litchfield, MN 55355
320-693-5290

APPLICATION FOR REZONING A PARCEL OF LAND

Date: Sept-15, 2019 Number: 15205 Fee: 600.-
Parcel # 03-0394000 Phone # 320 275 3780

Name of Petitioner/s Address City/State/Zip Code
Kenneth Swanson 17698 705 Ave. Dassel MN. 55325

Legal Description of the Property Proposed to be Rezoned: See Attached

Present District Classification of Property: Ag

Proposed District Classification of Property: R-2

Proposed Use of the Property: Dwelling

List all owners of property within the area to be rezoned:

Name of Petitioner/s Address City/State/Zip Code

The following must be completed:

1. Stated reason for requested rezoning: To Be Sold For a Building Lot

2. State why applicant believes the proposed change is compatible with the Meeker County Comprehensive Land Use Plan: All requirements have been met to rezone

3. Statement of what conditions within the County have changed making the rezoning necessary: To plat land

4. Statement of the effect on surrounding property values and compatibility with existing land uses: Will not change surrounding values - surrounding land is R1

Attach a boundary survey by a Registered Land Surveyor of the property to be rezoned showing dimensions, present zoning of adjacent properties and existing uses, buildings and ownership within five hundred (500) feet in incorporated areas and one half (1/2) mile in unincorporated areas.

Attach a detailed site plan as required in the Meeker County Zoning Ordinance if application will result in development.

Kenneth Swanson
Signature of Petitioner

Signature of Petitioner

Signature of Petitioner

Signature of Petitioner

PUBLIC HEARING

Township: Collinwood Location: Meeker City Courthouse

Date: 10/15/19 Notice Published: 10/2/19 Notice Posted: _____

Property Owners Notified: 65

Municipalities Notified: DNR, Ben Schacter, Hwy Engineer, Collinwood Twp, Ellsworth Twp, Lake Innis Assoc, Commissioner Larson

PLANNING COMMISSION RECOMMENDATION: Approve an application for rezoning a parcel of land from A-1 Agricultural Preservation District to R-2 Rural Residential District.

Date: 10/15/19 Chairman: Dreg Jans

Application submitted to the County Board of Commissioners on 11/5/19

County Board Action:

_____ The findings and recommendation of the Planning Commission are hereby adopted and the application is:
Approved or Denied

_____ The findings and recommendation of the Planning Commission are hereby overruled and the application is:
Approved or Denied

_____ The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:
Approved or Denied

Vote: _____ In favor _____ Against

Action taken this _____ day of _____, 20_____.

By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____, Chairman of the Meeker County Board of Commissioners on behalf of
Meeker County.

Notary Public

APPLICATION FOR PRELIMINARY PLAT

Parcel No. 03-0394000

Application: Fee \$800- Number 15206 Date 9/17/19

NAME OF APPLICANT Kenneth Swanson ADDRESS 17698 705 Ave Dassel, MN. 55325 CITY/STATE/ZIP CODE

NAME OF PROPERTY OWNER Kenneth Swanson ADDRESS CITY/STATE/ZIP CODE

Legal Description of Property:

That part of Government Lot Three (3) and that part of Government Lot Four (4), all in Section Twenty-nine (29), Township One Hundred Eighteen (118) North, Range Twenty-nine (29) West, lying northerly of the northerly line of Woodfield Addition, according to the recorded plat thereof and lying east of the east line of the West 40 acres of said Government Lot 3 and lying south of a line described as follows: Commencing at the intersection of the northerly line of said Woodfield Addition with the east line of said West 40 acres of said Government Lot 3; thence North 01 degree 02 minutes 06 seconds East, assumed bearing, along said east line of the West 40 acres of Government Lot 3, a distance of 663.00 feet to the point of beginning of the line to be described; thence South 64 degrees 30 minutes 00 seconds East to the shoreline of Lake Jennie and said line there terminating.

To be known as: Lot One (1), Block One (1), Swanson's Lake Jennie View

Proposed Name of Subdivision: Swanson's Lake Jennie View

Present District Classification of Property: A9

Proposed District Classification of Property: R2

Total Number of Lots and Outlots: 1

Submit copies of the preliminary plat as required in the Meeker County Zoning Ordinance.

Reasons for Request : To Build a Home

SIGNATURES:

Kenneth Swanson Applicant Kenneth Swanson Property Owner _____ Property Owner

----- For Official Use Only -----

PUBLIC HEARING Township Collinwood Location Meeker City Courthouse

Date 10/15/19 Notice Published 10/2/19 Notice Posted _____

Property Owners Notified 65

Municipalities Notified DNR, Ben Schaefer, Hwy Engineer, Collinwood Twp, Ellsworth Twp, Lake Jennie Assoc, Commissioner Larson

FINDINGS OF FACT
SUPPORTING THE: (Circle One)
APPROVAL - DISAPPROVAL - MODIFIED APPROVAL
OF THE ABOVE-DESCRIBED PROPOSED PRELIMINARY PLAT

1. Does the proposed plat conform to the County's Comprehensive Land Use Plan? Why or why not?
 Yes No

Comments: _____

2. Is the proposal consistent with the existing County Subdivision Ordinance/ Article 19A/ Article 19B (circle prior applicable provision)? Specify the applicable section of the ordinance and discuss why or why not.
 Yes No

Comments: _____

3. Are there any other standards, rules or requirements that this plat must meet including but not limited to Shoreland Management, Wetland Conservation Act, Stormwater Management or Environmental

Assessment Worksheet?

Yes

No

Comments: _____

4. Does the plat conform to all applicable performance standards contained in the County's Land Use and Zoning Ordinance including but not limited to feedlot setbacks, transfer of development rights, conservation subdivision?

Yes

No

Comments: _____

5. Does the plat meet the County standards so that potential environmental impacts are resolved or mitigated, such as:

a. Erosion Control: _____

Yes

No

b. Wetlands: _____

Yes

No

c. Floodplains: _____

Yes

No

d. Shoreland: _____

Yes

No

e. Public Utilities/Services: _____

Yes

No

Comments: _____

6. Have the potential public safety or traffic generation impacts been addressed through controlled access, combined access, frontage road access, or some other means?

Yes

No

Comments: _____

7. Other issues pertinent to this matter?

Yes

No

Comments: _____

PASSED BY THE MEEKER COUNTY PLANNING COMMISSION THIS 15 DAY OF October, 2019.

VOTE: 6 In favor 1 Against

By: [Signature]
Chair, Meeker County
Planning Commission

Application submitted to the County Board of Commissioners on _____.

VOTE: _____ In favor _____ Against

Action taken this _____ day of _____, 20__.

By: _____
Chair, Meeker County Board of Commissioners

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY, MINNESOTA
325 North Sibley Avenue
Litchfield, MN 55355
(320) 693-5290

APPLICATION FOR FINAL PLAT

Parcel No. 13-0176000

Number _____

Date 8/10/2019

Alan Ranta Michael Lien 1318 Red Oak Ave Red Wing Mn 55066
NAME OF APPLICANT ADDRESS CITY/STATE/ZIP CODE

Alan Ranta Michael Lien 1318 Red Oak Ave Red Wing Mn 55066
NAME OF PROPERTY OWNER ADDRESS CITY/STATE/ZIP CODE

Legal Description of Property:

See attached Final Plat

Name of Subdivision: Ranta Shores

PLANNING COMMISSION COMMENTS:

SIGNATURES:

Alan Ranta
Applicant

Alan Ranta
Property Owner

Michael Lien
Property Owner

----- For Official Use Only -----

PASSED BY THE MEEKER COUNTY PLANNING COMMISSION THIS 15 DAY OF October,
20 19.

VOTE: 6 In favor 0 Against

By: Greg James
Chair, Meeker County
Planning Commission

Application submitted to the County Board of Commissioners on
11/5/19

MEEKER COUNTY PUBLIC WORKS

422 S. Johnson Drive
Litchfield Minnesota 55355-2155
Ph. (320) 693-5360
Fax (320) 693-5369

Phil Schmalz
County Engineer

Mark A. Spies
Assistant Engineer

November 5, 2019

Meeker County Board of Commissioners

 **Subject: Final Acceptance & Payment for 2019 County-Wide Seal Coat Contract**

All work under the 2019 Seal Coat project has been completed successfully. I recommend Final Acceptance and payment on the construction contract.

Respectfully Submitted,



Phil Schmalz
Public Works Director/County Engineer
Meeker County Public Works

* CERTIFICATE OF FINAL ACCEPTANCE *

CONTRACT NUMBER 268 CONTRACTOR 1246
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR ASTECH CORPORATION

BY *Dale R. Strandberg*

STATE OF MINNESOTA

AND (NO CORPORATE SEAL)

COUNTY OF ~~MEeker~~ Stearns

AND *Mary L. Aschenbrenner*

INDIVIDUAL ACKNOWLEDGMENT

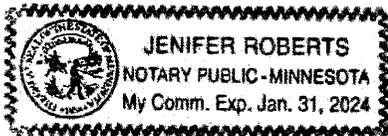
ON THIS 2nd DAY OF October 19 2019, BEFORE ME PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON.. WHO EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

CORPORATE ACKNOWLEDGMENT

Dale R. Strandberg AND Mary L. Aschenbrenner PERSONALLY KNOWN, WHO, BEING EACH BY ME DULY SWORN, EACH DID SAY THAT THEY ARE RESPECTIVELY THE Vice-President AND Vice-President/Secretary OF THE ASTECH Corporation CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS Board of Directors Vice-President AND VP/Secretary AND SAID VP/Secretary ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

NOTARIAL MY COMMISSION AS NOTARY PUBLIC IN Stearns COUNTY
SEAL EXPIRES Jan. 31 24 2019

Jenifer Roberts
SIGNATURE



 * FOR CENTRAL OFFICE USE ONLY *

CONTRACT NUMBER 268 CONTRACTOR 1246
 DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
 PAYMENT NUMBER 002

REMARKS

DATE OF LETTING	*
DATE OF NOTICE OF APPROVAL	*
CONTRACT DATE OF STARTING	*
ACTUAL DATE OF STARTING	*
DATE OF SUSPENSION OF WORK	*
DATE OF RESUMPTION OF WORK	*
CONTRACT DATE OF COMPLETION	*
EXTENDED DATE OF COMPLETION	*
	*
SEMI-FINAL COMPLETION DATE	*
FINAL COMPLETION DATE	*
	*
	*
DEDUCTION FOR LIQUIDATED DAMAGES	*
	*
	*
TOTAL DEDUCTIONS	*

RUN DATE: 20-SEP-2019 TIME- 10-18-29 MN

MEPKER COUNTY HIGHWAY DEPT.
STATEMENT OF WORK CERTIFIED

85-SUZI CCR41R V10.0 PAGE 6
HIGHWAY COSTING SYSTEM
CONTRACT MGMT

JOB-ITEMS BY INDIVIDUAL PROJECTS

CONTRACT NUMBER 268 CONTRACTOR 1246
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002

PROJECT ID JOB DESCRIPTION LOCATION
MP 19-02 902 SEAL COAT CSAH 2
CSAH 2 - CITY OF WATKINS

JOB-ITEM	JOB	U/M	DESCRIPTION	CONTRACT'S	CERTIFIED TO DATE		CMP	CERTIFIED THIS PAYMENT		
					AMOUNT	QUANTITY		AMOUNT	%	QUANTITY
2355.506-00010	902	GAL	BITUMINOUS FOG SEAL CSS-S OR CSS1H	E	1,606.00	1,132.00	2,264.00	141% *	0.00	0.00
2356.504-00010	902	SQ YD	BITUMINOUS SEAL COAT	E	3,532.76	10,054.00	4,423.76	125% *	0.00	0.00
2356.506-00010	902	GAL	BITUMINOUS SEAL COAT CRS 2-P	E	5,057.64	2,514.00	6,335.28	125% *	0.00	0.00
TOTAL JOB.... 902					10,196.40		13,023.04	128% *		0.00
TOTAL PROJECT MP 19-02					10,196.40		13,023.04	128%		0.00

RUN DATE: 20-SEP-2019 TIME- 10-18-29 MN

MEEKER COUNTY HIGHWAY DEPT.
STATEMENT OF WORK CERTIFIED

Z5-SUZI CC341R V10.0 PAGE 7
HIGHWAY COSTING SYSTEM
CONTRACT MGMT

JOB-ITEMS BY INDIVIDUAL PROJECTS

CONTRACT NUMBER 268 CONTRACTOR 1246
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002

PROJECT ID JOB DESCRIPTION LOCATION
MP 19-11 911 SEAL COAT CSAH 11
CSAH 11 - CSAH 34 TO CSAH 14

JOB-ITEM JOB	U/M	DESCRIPTION UNIT PRICE	QUANTITY	CONTRACT'S		CERTIFIED TO DATE		CMP %	CERTIFIED THIS PAYMENT	
				AMOUNT	QUANTITY	AMOUNT	QUANTITY		AMOUNT	AMOUNT
2355.506-00010		BITUMINOUS FOG SEAL CSS-S OR CSS1H								
911 GAL		2.0000	7,053.00 E	14,106.00	7,694.00	15,388.00	109% *	0.00	0.00	
2356.504-00010		BITUMINOUS SEAL COAT								
911 SQ YD		0.4400	70,533.00 E	31,034.52	70,533.00	31,034.52	100%	0.00	0.00	
2356.506-00010		BITUMINOUS SEAL COAT CRS 2-P								
911 GAL		2.5200	17,633.00 E	44,435.16	17,316.00	43,636.32	98%	0.00	0.00	
2582.503-00001		PERMANENT PAVEMENT MARK WHITE								
911 GAL		15.3000	168.00 E	2,570.40	239.00	3,656.70	142% *	239.00	3,656.70	
2582.503-00002		PERMANENT PAVEMENT MARK YELLOW								
911 GAL		16.8000	45.00 E	756.00	42.10	707.28	94%	42.10	707.28	
TOTAL JOB.... 911				92,902.08		94,422.82	102% *		4,363.98	
TOTAL PROJECT MP 19-11				92,902.08		94,422.82	102%		4,363.98	

RUN DATE: 20-SEP-2019 TIME: 10-18-29 MN

MEEKER COUNTY HIGHWAY DEPT.
STATEMENT OF WORK CERTIFIED

25-SUZI CC341R V10.0 PAGE 8
HIGHWAY COSTING SYSTEM
CONTRACT MGMT

JOB-ITEMS BY INDIVIDUAL PROJECTS

CONTRACT NUMBER 258 CONTRACTOR 1246
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002

PROJECT ID JOB DESCRIPTION LOCATION
MP 19-30 930 SEAL COAT CSAH 30
CSAH 30 - CSAH 3 TO TH 55

JOB-ITEM	DESCRIPTION	CONTRACT'S	CERTIFIED TO DATE	CMP	CERTIFIED THIS PAYMENT
JOB U/M	UNIT PRICE QUANTITY	AMOUNT	AMOUNT QUANTITY	%	QUANTITY AMOUNT
2355.506-00010	BITUMINOUS FOG SEAL CSS-S OR CSS1H				
930 GAL	2.0000 7,505.00 E	15,010.00	7,022.00	14,044.00 94%	0.00 0.00
2356.504-00010	BITUMINOUS SEAL COAT				
930 SQ YD	0.4400 75,043.00 E	33,018.92	76,604.00	33,705.76 102% *	0.00 0.00
2356.506-00010	BITUMINOUS SEAL COAT CRS 2-P				
930 GAL	2.5200 18,761.00 E	47,277.72	19,819.00	49,943.88 106% *	0.00 0.00
2582.503-00001	PERMANENT PAVEMENT MARK WHITE				
930 GAL	15.3000 180.00 E	2,754.00	258.00	3,947.40 143% *	258.00 3,947.40
2582.503-00002	PERMANENT PAVEMENT MARK YELLOW				
930 GAL	16.8000 58.00 E	974.40	56.00	940.80 97%	56.00 940.80
TOTAL JOB...	930	99,035.04		102,581.84 104% *	4,888.20
TOTAL PROJECT	MP 19-30	99,035.04		102,581.84 104%	4,888.20

RUN DATE: 20-SEP-2019 TIME- 10-18-29 MN

MEEKER COUNTY HIGHWAY DEPT.
STATEMENT OF WORK CERTIFIED

Z5-SUZI CC341R V10.0 PAGE 9
HIGHWAY COSTING SYSTEM
CONTRACT MGMT

JOB-ITEMS BY INDIVIDUAL PROJECTS

CONTRACT NUMBER 268 CONTRACTOR 1246
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002

PROJECT ID JOB DESCRIPTION LOCATION
MP 19-34 934 SEAL COAT CSAH 34
CSAH 34 - TH 24 TO TH 55

JOB-ITEM	DESCRIPTION	CONTRACT'S	CERTIFIED TO DATE	CMP	CERTIFIED THIS PAYMENT				
JOB	U/M	UNIT PRICE	QUANTITY	AMOUNT	%	QUANTITY	AMOUNT		
2355.506-00010	BITUMINOUS FOG SEAL CSS-S OR CSSIH								
934 GAL		2.0000	16,299.00 E	32,598.00	15,121.00	30,242.00	93%	0.00	0.00
2356.504-00010	BITUMINOUS SEAL COAT								
934 SQ YD		0.4400	162,987.00 E	71,714.28	162,987.00	71,714.28	100%	0.00	0.00
2356.506-00010	BITUMINOUS SEAL COAT CRS 2-P								
934 GAL		2.5200	40,747.00 E	102,682.44	39,388.00	99,257.76	97%	0.00	0.00
2582.503-00001	PERMANENT PAVEMENT MARK WHITE								
934 GAL		15.3000	606.00 E	9,271.80	554.70	8,486.91	92%	554.70	8,486.91
2582.503-00002	PERMANENT PAVEMENT MARK YELLOW								
934 GAL		16.8000	109.00 E	1,831.20	103.40	1,737.12	95%	103.40	1,737.12
TOTAL JOB....		934		218,097.72		211,438.07	97%		10,224.03
TOTAL PROJECT		MP 19-34		218,097.72		211,438.07	97%		10,224.03

RUN DATE: 20-SEP-2019
TIME- 10-18-29
PAGE- 1

MEEKER COUNTY HIGHWAY DEPT.

Z5-SUZI CC341R V10.0
HIGHWAY COSTING SYSTEM
CONTRACT MANAGEMENT

* FINAL CONTRACT VOUCHER *

CONTRACT NUMBER 268 CONTRACTOR 1246 .VOUCHER NUMBER.
DATE CERTIFIED 9/19/2019 ASTECH CORPORATION
PAYMENT NUMBER 002
BOX 1025
ST. CLOUD MN 56302

PROJECT ID	JOB	DESCRIPTION	LOCATION
MP 19-02	902	SEAL COAT CSAH 2 CSAH 2 - CITY OF WATKINS	
MP 19-11	911	SEAL COAT CSAH 11 CSAH 11 - CSAH 34 TO CSAH 14	
MP 19-30	930	SEAL COAT CSAH 30 CSAH 30 - CSAH 3 TO TH 55	
MP 19-34	934	SEAL COAT CSAH 34 CSAH 34 - TH 24 TO TH 55	



JENNIFER L. HANSON
(612) 492-6959
Fax (612) 340-2643
hanson.jennifer@dorsey.com

October 22, 2019

Ms. Barbara Loch
County Auditor
Meeker County
325 Sibley Avenue North
Litchfield, MN 55355

Re: MPCA Clean Water Partnership Loan

Dear Ms. Loch:

We have been asked to serve as Bond Counsel for the proposed MPCA Clean Water Partnership Loan and General Obligation Note (the "Obligations") to be entered into and issued by Meeker County, Minnesota (the "Issuer") with and in favor of the Minnesota Pollution Control Agency ("MPCA").

Our principal responsibility as Bond Counsel is to provide the Issuer and the MPCA an expert opinion, upon which each of them may rely, as to the validity and enforceability of the Obligations. In addition, as Bond Counsel we will assume principal responsibility for drafting the Issuer's resolution, General Obligation Note and closing papers.

In performing these services, our client will be the Issuer and we will represent the Issuer's interests. It is mutually understood that these services are solely for the benefit of the Issuer.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, as outlined above, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel for this financing will be \$1,750, which will be payable upon the closing of the financing. It is anticipated that our fee will be paid from the proceeds of the Obligations.

Please sign the attached Acknowledgment and return the same to us at your earliest convenience. You may return it in the enclosed postage paid envelope or fax it to my attention at (612) 340-2868.

Ms. Barbara Loch
October 22, 2019
Page 2

We look forward to working with you.

Very truly yours,



Jennifer L. Hanson

JLH/pmh

Ms. Barbara Loch
October 22, 2019
Page 3

ACKNOWLEDGMENT

The undersigned acknowledges receipt of the attached and foregoing engagement letter dated October 22, 2019, and confirms Meeker County's consent to the representation described therein.

MEEKER COUNTY, MINNESOTA

By: _____
Its: _____



CATHERINE M. NUTZMANN
Senior Paralegal
(612) 340-2963
FAX (612) 340-2643
nutzmann.cathy@dorsey.com

October 24, 2019

RECEIVED

OCT 28 2019

AUDITORS OFFICE

Ms. Barbara Loch
County Auditor
Meeker County
325 North Sibley Avenue
Litchfield, MN 55355

Re: Meeker County SSTS Restoration Project

Dear Ms. Loch:

In connection with the above-referenced project, enclosed are three copies of the resolution to be considered for adoption by the County Board at its next meeting. Please see that the resolution is signed by the Chairperson and you where indicated. I have also enclosed the Note which needs to be signed by the Chairperson and you.

Please return the executed Note and two copies the resolution to my attention. I will see that Kurt Soular at the MPCA receives the Note and a copy of the resolution.

If you have any questions, please feel free to contact Jennifer Hanson or me.

Sincerely,

Catherine M. Nutzmann
Senior Paralegal

Enclosures
cc: Jennifer Hanson

4821-8839-3130\1

GENERAL OBLIGATION NOTE (MPCA)
(Meeker County SSTS Restoration Project)

FOR VALUE RECEIVED, the undersigned, Meeker County, Minnesota (the "Sponsor"), promises to pay to the order of the Minnesota Pollution Control Agency (the "MPCA"), or its successors and assigns, the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of zero percent (0%) per annum on the unpaid principal balance until paid, unless any Note Payment provided for in Schedule B hereto is not paid when due, in which case the principal balance of this Note shall bear interest at the rate of two percent (2%) per annum, calculated on the basis of a 360-day year made up of 12 months of 30 days each, commencing on the day following the date on which such Note Payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA. The principal balance of the Note and interest thereon at the rate of zero percent (0%) per annum shall be payable in semiannual installments of \$13,750.00 each, payable on June 15 and December 15 in each year, commencing June 15, 2023 (the "Note Payment Dates"), all subject to revision as required by that certain Project Implementation Loan Agreement No. SRF0324 (the "MPCA Agreement"), and any replacement thereof or amendment thereto between the Sponsor and the MPCA. Interest, if any, which has accrued on the Note at a rate in excess of zero percent (0%) per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Note Payment." Upon each disbursement of Loan amounts to the Sponsor pursuant to the MPCA Agreement, the MPCA shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the MPCA Agreement, including such disbursement, under "Total Amount Advanced." The principal balance of this Note from time to time shall be equal to the Total Amount Advanced, less the total of all Note Payments then and theretofore made by the Sponsor, and less the amount of any redemptions of principal then or theretofore made as provided below. The MPCA shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in the MPCA Agreement. The maximum principal amount of the Note is \$600,000, but no more than \$275,000 may be advanced hereunder unless and until such additional advances are authorized by the MPCA Agreement.

All payments under this Note shall be payable at MPCA, 520 Lafayette Road, in St. Paul, Minnesota, or such other place as the MPCA may designate in writing.

This Note is issued pursuant to a resolution adopted by the Board of Commissioners of the Sponsor on _____, 2019 (the "Resolution"), by authority of and in strict conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 103D and Sections 103F.701 to 103F.761, as amended, and pursuant to the MPCA Agreement, the terms and provisions of which are incorporated herein by reference.

The principal balance of this Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the

MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000, and the MPCA shall revise Schedule B to reflect such partial redemptions and prepayments.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Note in order to make it a valid and binding general obligation of the Sponsor in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the Sponsor has, in and by the Resolution and the MPCA Agreement, covenanted and agreed that it will enter into Project Loan Agreements, by which the proceeds of this Note will be lent to Eligible Participants or to Eligible Lenders to be reloaned to Eligible Participants for the purposes set forth in the MPCA Agreement; the repayments of principal and interest on the Loans are anticipated to be received at the times and in the amounts required to produce amounts adequate to pay all principal and interest, if any, when due on the Note, but this Note is a general obligation of the Sponsor and the full faith, credit and taxing powers of the Sponsor have been pledged to the payment of principal and interest when due, and ad valorem taxes, if necessary for such purpose, will be levied upon all taxable property in the Sponsor, without limitation as to rate or amount; that all proceedings relative to the improvements financed by this Note have been or will be taken according to law; that the issuance of this Note, together with all other indebtedness of the Sponsor outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Sponsor to exceed any constitutional or statutory limitation of indebtedness.

In the event of default in the payment of this Note and if the same is collected by an attorney at law, the Sponsor agrees to pay all costs of collection, including a reasonable attorney's fee.

The Sponsor hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Minnesota. Signed this ____ day of _____, 2019.

Attest:

MEEKER COUNTY, MINNESOTA

County Auditor

By: _____
Chairperson

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

<u>Date</u>	<u>Advances</u>	Total Amount <u>Advanced</u>	Notation <u>Made By</u>
-------------	-----------------	---------------------------------	----------------------------

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Loan Payment</u>
6/15/23	\$13,750.00	N/A	\$13,750.00
12/15/23	13,750.00	N/A	13,750.00
6/15/24	13,750.00	N/A	13,750.00
12/15/24	13,750.00	N/A	13,750.00
6/15/25	13,750.00	N/A	13,750.00
12/15/25	13,750.00	N/A	13,750.00
6/15/26	13,750.00	N/A	13,750.00
12/15/26	13,750.00	N/A	13,750.00
6/15/27	13,750.00	N/A	13,750.00
12/15/27	13,750.00	N/A	13,750.00
6/15/28	13,750.00	N/A	13,750.00
12/15/28	13,750.00	N/A	13,750.00
6/15/29	13,750.00	N/A	13,750.00
12/15/29	13,750.00	N/A	13,750.00
6/15/30	13,750.00	N/A	13,750.00
12/15/30	13,750.00	N/A	13,750.00
6/15/31	13,750.00	N/A	13,750.00
12/15/31	13,750.00	N/A	13,750.00
6/15/32	13,750.00	N/A	13,750.00
12/15/32	13,750.00	N/A	13,750.00

#2019-20

[Meeker County SSTS Restoration Project]

MEEKER COUNTY, MINNESOTA

RESOLUTION RELATING TO THE MINNESOTA POLLUTION CONTROL AGENCY CLEAN WATER PARTNERSHIP; AUTHORIZING THE COUNTY TO BORROW MONEY FROM THE MINNESOTA POLLUTION CONTROL AGENCY AND TO LEND MONEY TO ELIGIBLE PARTICIPANTS AND ELIGIBLE LENDERS TO FUND PROJECTS FOR THE CONTROL AND ABATEMENT OF WATER POLLUTION

BE IT RESOLVED by the County Board of Commissioners of Meeker County, Minnesota (the "Sponsor"), as follows:

Section 1. Authorization and Findings.

1.01. The Sponsor, a political subdivision of the State of Minnesota, is authorized and empowered by the provisions of Minnesota Statutes, Sections 103F.701 to 103F.761, as amended (the "Act"), to borrow money from the Minnesota Pollution Control Agency (the "MPCA") for the purpose of funding a revolving loan program under the Minnesota Clean Water Partnership, as provided in the Act. The Sponsor proposes to enter into a financing agreement (the "MPCA Agreement") with the MPCA pursuant to which the Sponsor shall borrow money from the MPCA (the "MPCA Loan") from time to time and lend the proceeds thereof to persons entitled to receive such loans under the MPCA Agreement ("Eligible Participants"), or may agree that loans to the Eligible Participants will be made by local lending institutions ("Eligible Lenders"), such loans to be documented by loan agreements between the Sponsor and each Eligible Participant or Eligible Lender (the "Project Loan Agreements"), in furtherance of the "Project Work Plan" as provided in the MPCA Agreement. The Sponsor may at any time determine to make project loans directly to Eligible Participants, rather than through Eligible Lenders, and in such case the references herein to Eligible Lenders and Project Loan Agreements shall be deemed to refer to Eligible Participants and the loan agreements between the Sponsor and the Eligible Participant.

1.02. The Sponsor is authorized to borrow money and issue its general obligation note (the "Note") to the MPCA under the Act, in evidence of the MPCA Loan. Under the Act, no election is required to authorize the issuance of the Note, and the Note shall not constitute an indebtedness of the Sponsor within the meaning of any constitutional or statutory provisions or limitations. The Chairperson and County Auditor are hereby authorized to approve the final terms of the Note, and their execution and delivery of the Note shall evidence such approval. The terms of the Note, as so executed and delivered, shall be deemed to be incorporated herein by reference.

1.03. The Sponsor intends to make loans in amounts which will require the Sponsor to issue the Note in an aggregate principal amount not exceeding \$600,000, but recognizes that the

MPCA Agreement referred to in Section 1.02 hereof permits the Sponsor to draw up to \$275,000 on the Note at this time. The remaining \$325,000 (or so much thereof as may be required) principal amount of the Note may be drawn only when the Sponsor and the MPCA have executed a new or amended MPCA Agreement permitting additional amounts to be drawn on the Note.

1.04. The execution and delivery of the MPCA Agreement, the form of which is attached hereto as Exhibit A, is, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the MPCA Agreement in the form and content attached hereto as Exhibit A, with such changes as the Sponsor's Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor are hereby further authorized and directed to implement and perform the covenants and obligations of the Sponsor as set forth in or required by the MPCA Agreement.

1.05. The execution and delivery of the Project Loan Agreements and the pledging of the loan payments thereunder for the security of the Note and the interest thereon shall be, and they are, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver, from time to time, the Project Loan Agreements in such form and content as the County Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor are hereby authorized to approve the final terms of each Project Loan Agreement, and their execution and delivery of such Project Loan Agreement shall evidence such approval.

1.06. Capitalized terms used but not defined herein shall have the meanings given thereto in the MPCA Agreement.

Section 2. The Note.

2.01. The Sponsor has determined that it is necessary and expedient that the Sponsor issue at this time a Note to be designated "General Obligation Note (MPCA) (Meeker County SSTS Restoration Project), Series 2019" (the "Note") to provide moneys to lend to Eligible Participants or Eligible Lenders through the Project Loan Agreements from time to time as the Sponsor shall determine. Pursuant to the Project Loan Agreements, Eligible Participants are required to use the proceeds of the Loan for costs of projects permitted under the MPCA Agreement, and the Eligible Lenders are obligated to use the proceeds of the Lender Loans to make loans to Eligible Participants, as defined in the Project Loan Agreements. The Note shall be substantially in the form attached hereto as Exhibit B; the aggregate principal amount of the Note shall not exceed \$600,000; provided that only \$275,000 may be drawn under the Note until authorized by a new or amended MPCA Agreement. The principal balance of the Note from time to time shall be an amount equal to the aggregate of all MPCA Loan advances theretofore made under the MPCA Agreement, less the amount of any principal repayments or redemptions theretofore made under Sections 2.02 or 2.03 hereof. If the full amount of the MPCA Loan has not been advanced under the MPCA Agreement by June 15, 2023, or such later date as may be provided in a new or amended MPCA Agreement, the MPCA shall, under the provisions of the MPCA Agreement, reduce the principal amount of the MPCA Loan to an amount equal to the total loan amount then and theretofore advanced, and shall prepare and provide to the Sponsor

revised Repayment Schedules for the MPCA Loan. Upon such action by the MPCA, the aggregate principal amount of the Note shall be limited to the principal amount of the corresponding MPCA Loan, and the revised Repayment Schedules shall be deemed to have replaced and superseded the payment schedule of the Note set forth in Section 2.02(c).

2.02. (a) The Note shall bear a date of original issue as of the date of its execution and delivery to the MPCA.

(b) The Note shall bear interest from its date of original issue at an interest rate of zero percent (0%) per annum, unless any payment provided for in paragraph (c) below is not paid when due, in which case the principal balance of the Note shall bear interest at the rate of two percent (2%) per annum, commencing on the day following the date on which such payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA.

(c) The principal balance of the Note, plus the interest which has accrued on the Note at an interest rate of zero (0%) per annum shall be payable in semiannual installments of \$13,750.00 each, payable on June 15 and December 15 in each year, commencing June 15, 2023 (the "Note Payment Dates"). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$275,000 on the MPCA Loan, the schedule and amounts of the semi-annual installments shall be amended as provided in the new or amended MPCA Agreement. Interest, if any, which has accrued on the Note pursuant to the MPCA Agreement at a rate in excess of 0% per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note.

2.03. The principal balance of the Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000.

Section 3. Granting Clauses. The Sponsor, in order to secure the payment of the principal of and interest (if any) on the Note and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Note by the MPCA, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, assign, transfer, convey, warrant, pledge and set over, unto the MPCA and to its successors a lien on, security interest in and pledge of the interests of the Sponsor in all Project Loan Agreements hereafter entered into between the Sponsor and Eligible Participants or Eligible Lenders in connection with Loans authorized hereby, and all payments of principal, premium (if any) and interest thereon, and all proceeds thereof. If the Sponsor shall well and truly pay or cause to be paid the principal of the Note and the interest, if any, due or to become

due thereon, at the times and in the manner mentioned in this Resolution and the Note, or shall provide for the payment thereof by depositing with the MPCA sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the MPCA Agreement and this Resolution, to be kept, performed and observed by it and shall pay to the MPCA all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment the lien, security interest and other rights hereby granted shall cease, determine and be void.

Section 4. Application of Note Proceeds and Other Moneys; Loan Fund; and Loans.

4.01. The proceeds of the Note shall be equal to, and deemed to be received by the Sponsor at the same time as, the advances of the corresponding MPCA Loan under the corresponding MPCA Agreement. Such proceeds shall be deposited, as received, in the Loan Fund, which is hereby established as a separate bookkeeping account on the books of the Sponsor. Once each month, the Sponsor will determine the amount necessary to fund Loans to Eligible Participants or Eligible Lenders based on Project Loan Agreements entered into subsequent to the last request by the Sponsor for an MPCA Loan advance under the MPCA Agreement, and shall submit a request, in accordance with the MPCA Agreement, for an MPCA Loan advance in the amount necessary to fund such Loans.

4.02. Amounts on deposit in the Loan Fund shall be used to make Loans to Eligible Participants or Eligible Lenders in accordance with Project Loan Agreements, or to pay the principal and interest on the Note. No amounts in the Loan Fund which are required to be disbursed to an Eligible Participant or Eligible Lender under a Project Loan Agreement may be used to pay principal or interest on the Note.

Each Loan shall be made in accordance with the terms of a Project Loan Agreement and the MPCA Agreement. The interest rate and repayment terms of the Loans shall be determined by the Sponsor in accordance with the MPCA Agreement and applicable rules of the MPCA. The proceeds of each Loan must be expended for eligible costs under the Program (including any applicable federal law) and the MPCA Agreement.

Amounts on deposit in the Loan Fund shall be disbursed by the Sponsor pursuant to Participant or Lender Request. The Sponsor shall have no obligation to see to the proper application of the proceeds of the Loans.

Section 5. Certification of Proceedings.

5.01. The County Auditor is hereby authorized and directed to file a certified copy of this resolution in the records of the Sponsor, together with such additional information as required, and to obtain from the County Auditor a certificate that the Note has been duly entered upon the County Auditor's bond register.

5.02. The officers of the Sponsor are hereby authorized and directed to prepare and furnish to the MPCA and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the Sponsor relating to the Note and to the financial condition and affairs of the Sponsor, and such other affidavits, certificates and information as may be required

to show the facts relating to the legality and marketability of the Note as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Sponsor to the facts recited herein.

Adopted: _____, 2019.

Chairperson

Attest: _____

County Auditor

CERTIFICATE OF COUNTY AUDITOR
AS TO REGISTRATION OF NOTE

The undersigned, being the duly qualified and acting County Auditor of Meeker County, hereby certifies that there has been filed with me a copy of a resolution duly adopted on _____, 2019, by the County Board of Commissioners of Meeker County, Minnesota, setting forth the form and details of the County's \$600,000 General Obligation Note (MPCA) (Meeker County SSTS Restoration Project), Series 2019.

I further certify that the issue has been entered on my bond register as required by Minnesota Statutes, Sections 475.62 and 475.63.

WITNESS my hand and official seal on _____, 2019.

County Auditor

(SEAL)

4830-5387-2298\1

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OCT 11 2019

AUDITORS OFFICE

CR-PTA

MINNESOTA • REVENUE

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2017, 2018.

And Taxes Payable in Year(s): 2019

Applicant Information

Last Name GAURO		First Name BOGHOS		Middle Initial J
Property Address 1121 FALLS CURV				
City CHASKA		State MN	Zip code 55318	County CARVER
Parcel ID or legal description of property (from tax statement or valuation notice) 07-0789000				School District Number

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land ^{***}	Structures	Total
		30,800

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
------	--	------------------	-------------

Explain why the above amount has not been paid

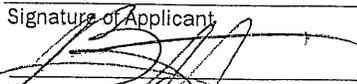
Total Amount Contested	Portion of total amount contested you are willing to pay
------------------------	--

Explain why you think this settlement is fair and reasonable

SEE ATTACHED STATEMENT.

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant 	Date 10/10/19.
---	--------------------------

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

In order to be considered for abatement, you must file this form.

The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

TO WHOM IT MAY CONCERN:

10/10/19.

DUE TO THE INABILITY to build or
SELL This Property, I wish to Request
a Property Tax Abatement.

Paying Taxes for 30 years plus, and being
Instructed by Meeker County THAT I
can NOT build OR SELL for the price
(market) deserved FOR THIS Property,
I FEEL THAT MEEKER county should
Have NOTIFIED me LONG ago.

Respectfully

BOGHOS J. GAURO



Email : l-cusi@umn.edu

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Market Value			Taxes	Penalties	Interest	Costs	Total
	Land	Improvements	Total					
2019	58,200		58,200	\$ 514-	-	-	-	\$ 514
2018	58,200		58,200	526-	-	-	-	526
2017	58,200		58,200	524-	-	-	-	524

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved Denied

Signature: [Signature] Title: Assessor Date: 10/30/19

Recommendation of County Auditor

Approved Denied

Signature: [Signature] Date: 10-30-19

County Board of Commissioner's Action (to be completed by County Auditor)

Approved Denied

Signature _____ Date _____

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____ Proposed Penalty Reduction \$ _____

Proposed Tax Reduction \$ _____ Total Proposed Reduction \$ _____

Proposed Interest Reduction \$ _____ Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor _____ Date _____

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Signature of Commissioner or Delegate _____ Date _____

Signature of Commissioner or Delegate _____ Date _____

Office of the Revisor of Statutes

2019 Minnesota Statutes

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375.192 REDUCTIONS OR ABATEMENTS OF VALUATION OR TAXES.

Subdivision 1. [Repealed, 1990 c 604 art 3 s 65]

Subd. 2. **Procedure, conditions.** Upon written application by the owner of any property, the county board may grant the reduction or abatement of estimated market valuation or taxes and of any costs, penalties, or interest on them as the board deems just and equitable and order the refund in whole or part of any taxes, costs, penalties, or interest which have been erroneously or unjustly paid. Except as provided in sections 469.1812 to 469.1815, no reduction or abatement may be granted on the basis of providing an incentive for economic development or redevelopment. Except as provided in section 375.194, the county board may consider and grant reductions or abatements on applications only as they relate to taxes payable in the current year and the two prior years; provided that reductions or abatements for the two prior years shall be considered or granted only for (i) clerical errors, or (ii) when the taxpayer fails to file for a reduction or an adjustment due to hardship, as determined by the county board. The application must include the Social Security number of the applicant. The Social Security number is private data on individuals as defined by section 13.02, subdivision 12. All applications must be approved by the county assessor, or, if the property is located in a city of the first or second class having a city assessor, by the city assessor, and by the county auditor before consideration by the county board, except that the part of the application which is for the abatement of penalty or interest must be approved by the county treasurer and county auditor. Approval by the county or city assessor is not required for abatements of penalty or interest. No reduction, abatement, or refund of any special assessments made or levied by any municipality for local improvements shall be made unless it is also approved by the board of review or similar taxing authority of the municipality. On any reduction or abatement when the reduction of taxes, costs, penalties, and interest exceed \$10,000, the county board shall give notice within 20 days to the school board and the municipality in which the property is located. The notice must describe the property involved, the actual amount of the reduction being sought, and the reason for the reduction.

An appeal may not be taken to the Tax Court from any order of the county board made in the exercise of the discretionary authority granted in this section.

The county auditor shall notify the commissioner of revenue of all abatements resulting from the erroneous classification of real property, for tax purposes, as nonhomestead property. For the abatements relating to the current year's tax processed through June 30, the auditor shall notify the commissioner on or before July 31 of that same year of all abatement applications granted. For the abatements relating to the current year's tax processed after June 30 through the balance of the year, the auditor shall notify the commissioner on or before the following January 31 of all applications granted. The county auditor shall submit a form containing the Social Security number of the applicant and such other information the commissioner prescribes.

Subd. 3. **Homestead status.** Subject to the approval of the commissioner of revenue, the county board shall authorize the county auditor to grant the classification denied under section 272.115, subdivision 4, if a certificate of value has been filed with the county auditor. The county board shall not hear any requests under this subdivision after May 31 of the year in which the taxes are payable.

Subd. 4. **Delegation by county board.** Notwithstanding any law to the contrary, the county board may delegate to the county auditor any authority, power, or responsibility assigned to the county board in this section. If delegation is granted under this subdivision, the county board shall prescribe the conditions for the delegation and may revoke delegation without good cause or prior notice. If the county auditor holds elective office, no delegation shall be made under this subdivision unless the county auditor concurs in the delegation.

History: 1949 c 76 s 1; 1949 c 485 s 1; 1963 c 591 s 1; Ex 1967 c 32 art 8 s 4; 1973 c 582 s 3; 1977 c 423 art 4 s 3; 1980 c 607 art 3 s 8; 1Sp1981 c 1 art 8 s 17; 1984 c 629 s 2; 1986 c 444; 1988 c 719 art 5 s 84; art 6 s 16; 1989 c 277 art 2 s 58; 1989 c 329 art 13 s 20; 1990 c 604 art 3 s 38; 1991 c 291 art 12 s 21; 1992 c 511 art 2 s 34; art 4 s 22; 1993 c 375 art 5 s 31; 1995 c 264 art 3 s 26; 1996 c 471 art 3 s 36; 1997 c 231 art 2 s 32; 1999 c 243 art 13 s 19; 2014 c 275 art 1 s 107

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OCT 14 2019

AUDITORS OFFICE

STATE OF MINNESOTA
Before the
County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch #1

In the Matter of:

the Abandonment of County Drainage
System #1

PETITION FOR ABANDONMENT OF
County Ditch #1 DRAINAGE SYSTEM

Ref. #8501

Pursuant to Minn. Stat. § 103E.811, Petitioners seek to abandon County Ditch #1 drainage system. For their Petition, the undersigned Petitioners state and allege the following:

- 1. Petitioners are the owners of the following described real property currently within the benefitted area of <name of drainage system>:

Property Description	Property Owners	Address
1. Section 19+201	Don + John Slinder	
2. Acton Twp.	Don + Darren	
3.	Amdehl	57202 287th St Aurora

- 2. Petitioners represent (1) at least 51 percent of the property owners assessed for the construction of the drainage system; or (2) owners of not less than 51 percent of the area of the property assessed for the drainage system.

- 3. Petitioners request that the drainage authority abandon County Ditch #1. *All are in favor of abandoning Ditch #1*

- 4. County Ditch #1 is not of public benefit and utility because (1) the agricultural property that used the drainage system has been generally abandoned; or (2) the drainage system has ceased to function and its restoration is not practical. Provide further explanation supporting this conclusion. *The County hasn't spent one penny on it all the petitioners will maintain it*

- 5. Petitioners request that a public hearing, pursuant to Minn. Stat. § 103E.811, subd. 5, be held and to proceed to the abandonment of the above described portion of <name of drainage system> *County Ditch #1*

[Note: This template is only a suggestion and is not the format required under Minn. Stat. ch. 103E or Minnesota Law. This template is not a substitute for legal advice. You may want to consult with an attorney regarding customizing this template to a unique individual, entity, or situation.]

6. To the best of petitioners' knowledge, there are no outstanding drainage liens or assessments on the property related to the drainage system. *yes*

7. This Petition may be signed in counterparts.

Respectfully submitted this 14 day of October, 2019 by: *Don Ambold*

[Note: All signatories to the Petition must indicate the capacity in which they sign, i.e. owner, co-owner, corporate official, or government lot. In the case of a partnership, only one general partner needs sign. In the case of a corporation, only one corporate official need sign. In the case of co-ownership, all co-owners must sign. In the case of a trust, all trustees must sign. Be sure all signature blocks are fully completed. If you are unsure of whom must sign please contact the petitioner's attorney.]

Owner Signature	Property Owned	Mailing Address	Dated
<i>Don Ambold</i> <Owner Name>	Section: "18 #19 ago "16 <Property Descriptions> Acton Twp	51212 250 th St <Street Address> <City>, <State>, <Zip> Atwater MN 56209	10-14-19

List signature below using the above required information.

<i>darren Ambold</i>	Section 17, 19, 20	25025 515 Ave Atwater MN 56209	10-14-19
<i>John Slinde</i>	Section 9-17- 8	53247 280 th St.	10-14-19
<i>Donald Slinde</i>	Section 9-17-8	26055 515 Ave Atwater 56209	

[Note: This template is only a suggestion and is not the format required under Minn. Stat. ch. 103E or Minnesota Law. This template is not a substitute for legal advice. You may want to consult with an attorney regarding customizing this template to a unique individual, entity, or situation.]

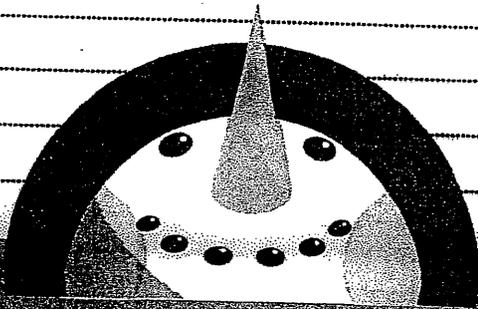


Distand Ditch #1



Area in Wastebins

Darren Amehl	110	9.5
Don Amehl	180	15.4
Howard Slinda	80	6.8
Larry Slinda	80	6.8
Brian Mahu	120	10.2
Don & John Slinda	<u>600</u>	<u>51.2</u>
Total	1170 acres	100.96



Office of the Revisor of Statutes

2019 Minnesota Statutes

Authenticate  PDF**103E.811 ABANDONING DRAINAGE SYSTEM.**

Subdivision 1. **Drainage lien payment period must expire.** After the period originally fixed or subsequently extended to pay the assessment of the drainage liens expires, a drainage system may be abandoned as provided in this section.

Subd. 2. **Petitioners.** A petition must be signed by at least 51 percent of the property owners assessed for the construction of the drainage system or by the owners of not less than 51 percent of the area of the property assessed for the drainage system. For the purpose of the petition, the county is the resident owner of all tax-forfeited property held by the state and assessed benefits for the drainage system, and the board may execute the petition for the county as an owner.

Subd. 3. **Petition.** The petition must designate the drainage system proposed to be abandoned and show that the drainage system is not of public benefit and utility because the agricultural property that used the drainage system has been generally abandoned or because the drainage system has ceased to function and its restoration is not practical.

Subd. 4. **Filing petition; jurisdiction.** If all property assessed for benefits in the drainage system is in one county, the petition must be filed with the auditor unless the petition is signed by the board, in which case the petition must be made to the district court of the county and filed with the court administrator. If property assessed for benefits is in two or more counties, the petition must be filed with the auditor. When the petition is filed, the drainage authority in consultation with the auditor, or the court administrator with the approval of the court, shall set a time and location for a hearing on the petition. The auditor or court administrator shall give notice by publication of the time and location of the abandonment hearing to all persons interested. The drainage authority or the district court where the petition is properly filed has jurisdiction of the petition.

Subd. 5. **Abandonment hearing.** (a) At the hearing, the drainage authority or court shall examine the petition and determine whether it is sufficient and shall hear all interested parties.

(b) If a property owner assessed benefits for the drainage system appears and makes a written objection to the abandonment of the drainage system, the drainage authority or court shall appoint three disinterested persons as viewers to examine the property and report to the drainage authority or court. The hearing must be adjourned to make the examination and report and a date must be set to reconvene. The viewers, if appointed, shall proceed to examine the property of the objecting owner and report as soon as possible to the drainage authority or court with the description and situation of the property and whether the drainage system drains or otherwise affects the property.

(c) When the hearing is reconvened, the drainage authority or court shall consider the viewers' report and all evidence offered, and:

(1) if the drainage authority determines that the drainage system serves any useful purpose to any property or the general public, the petition for abandonment must be denied; or

(2) if the drainage authority determines that the drainage system does not serve any useful purpose to any affected property and is not of public benefit and utility, the drainage authority or court shall make findings and shall, by order, abandon the drainage system.

Subd. 6. **Effect of abandonment.** After abandonment of a drainage system, a repair petition for the drainage system may not be accepted and the responsibility of the drainage authority for the maintenance of the drainage system ends.

History: 1990 c 391 art 5 s 103



MEEKER COUNTY ADMINISTRATOR

325 Sibley Avenue North
Litchfield, MN 55355-2155

Phone: (320) 693-5200 Fax: (320) 693-5287
e-mail address: paul.virnig@co.meeker.mn.us

PAUL J. VIRNIG
County Administrator

CORI L. HEACOCK
Executive Secretary

MIKKELL JOHNSON
Human Resources Coordinator

PATRICIA HERZBERG
Human Resources Technician

MEETING NOTICE

2020 MEETINGS AND WORK SESSIONS OF THE COUNTY BOARD OF COMMISSIONERS

Meeting Location:

Board Room, Level 4, Courthouse
325 Sibley Avenue North, Litchfield, Minnesota 55355

January 7:	8:30 a.m.	Regular Session	August 4:	8:30 a.m.	Regular Session
January 21:	8:30 a.m.	Regular Session	August 18:	8:30 a.m.	Regular Session
January 28:	8:30 a.m.	Work Session	August 25:	8:30 a.m.	Work Session
February 4:	8:30 a.m.	Regular Session	September 1:	8:30 a.m.	Regular Session
February 18:	8:30 a.m.	Regular Session	September 15:	8:30 a.m.	Regular Session
	1:30 p.m.	Township Board	September 22:	8:30 a.m.	Work Session
February 25:	8:30 a.m.	Work Session	October 6:	8:30 a.m.	Regular Session
March 3:	8:30 a.m.	Regular Session	October 20:	8:30 a.m.	Regular Session
March 17:	8:30 a.m.	Regular Session	October 27:	8:30 a.m.	Work Session
March 24:	8:30 a.m.	Work Session	November 3:	8:30 a.m.	Regular Session
April 7:	8:30 a.m.	Regular Session	November 17:	8:30 a.m.	Regular Session
April 21:	8:30 a.m.	Regular Session	November 24:	8:30 a.m.	Work Session
April 28:	8:30 a.m.	Work Session	December 1:	8:30 a.m.	Regular Session
May 5:	8:30 a.m.	Regular Session	December 8:	6:00 p.m.	Budget & Levy PH
May 19:	8:30 a.m.	Regular Session	December 15:	8:30 a.m.	Regular Session
May 26:	8:30 a.m.	Work Session	December 22:	8:30 a.m.	Work Session
June 2:	8:30 a.m.	Regular Session			
June 16:	8:30 a.m.	Regular Session			
June 16:	6:30 p.m.	Board of Review			
June 23:	8:30 a.m.	Work Session			
July 7:	8:30 a.m.	Regular Session			
July 21:	8:30 a.m.	Regular Session			
July 28:	8:30 a.m.	Work Session			

Mike Housman, Chair
Meeker County Board of Commissioners

Approved by Board of Commissioners on November 5, 2019

"AN EQUAL OPPORTUNITY EMPLOYER"



MEEKER COUNTY ADMINISTRATOR

325 Sibley Avenue North

Litchfield, MN 55355-2155

Phone: (320) 693-5200 Fax: (320) 693-5287

e-mail address: paul.virnig@co.meeker.mn.us

PAUL J. VIRNIG
County Administrator

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Executive Secretary

MIKKELL JOHNSON
Human Resources Coordinator

PATRICIA HERZBERG
Human Resources Technician

MEEKER COUNTY 2020 HOLIDAYS

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Veterans' Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020
Christmas Eve Day	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020