



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

Tuesday, January 16, 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 - None
- 9:01 a.m. Consent Agenda
2.1. Board Action – Approve January 2, 2024 Board of Commissioner
 Regular Meeting Minutes
2.2. Board Action – Approve Claims
2.3. Board Action – Final Payment for SAP 032-605-024, SAP 032-599-
 107, and SAP 032-599-109
2.4. Resolution – Reimbursement Bond Procedures
2.5. Board Action – Policy #728 - Earned Sick and Safe Time for Fitness
2.6. Board Action – Pay Equity
2.7. Board Action – Gambling Application for Pheasants Forever #8
- 9:02 a.m. Citizen/Stakeholder/Organization
3.1. Minnesota Department of Natural Resources Jackson County Update
- 9:22 a.m. Land Management/SWCD, Valerie Cihak
4.1. Board Action – Circle S Subdivision on Fish Lake Final Plat
- 9:32 a.m. Public Works/Parks, Tim Stahl
5.1. Board Action – Resnexus Reservation System
5.2. Board Action – Sandy Point New Bathroom Design/Request
- 9:45 a.m. County Attorney, Kristi Meyeraan
6.1. Board Action – Victim/Witness Coordinator for the County Attorney's
 Office
- Unscheduled County Administrator, Ryan Krosch

- 7.1. Board Action – Heron Lake Watershed District Manager 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 January 2, 2024 Drainage Authority Regular Meeting Minutes
- Unscheduled Drainage Coordinator, Kelly Rasche
- 3.1. Drainage Coordinator Report
- Unscheduled Adjourn Drainage Authority Meeting

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA

January 2, 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 January 2, 2024. The following members of the Jackson County Board of Commissioners were present: Roger Pohlman, Phil Nasby, Scott McClure, James Eigenberg and Don Wachal. County Administrator, Ryan Krosch and Assistant to the Administrator, Brandi Bourquin were also in attendance.

CALL TO ORDER

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

Commissioner Nasby called for nominations to serve as Chair of the Jackson County Board of Commissioners. **Motion was made by Commissioner McClure and seconded by Commissioner Eigenberg** to nominate Commissioner Wachal to serve as Chair of the Board for calendar year 2024. Commissioner Nasby asked three times for additional nominations. No other nominations were made. Motion carried unanimously.

Chair Wachal assumed the position of Board Chair and called for nominations for Vice Chair. **Motion was made by Commissioner Nasby and seconded by Commissioner Eigenberg** to nominate Commissioner McClure to serve as Vice Chair of the Board for calendar year 2024. Chair Wachal asked three times for additional nominations. No other nominations were made. Motion carried unanimously.

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

EMPLOYEE INTRODUCTIONS

Cole Rossow, Highway Maintenance Supervisor, introduced new Heavy Equipment Operators, Jon Harmening and Steven Hertz.

CONSENT AGENDA

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

Board Action 24-001 – Approve December 19, 2023 Board of Commissioner Regular Meeting Minutes.

Board Action 24-002 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 104897-105001 in the amount of \$177,531.50 for the following funds: Revenue, \$38,567.82; Public Works, \$14,874.75; Fleet Management, \$232.98; Ditch, \$121,013.25; Library, \$2,766.70; and Taxes & Penalties Fund, \$76.00. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
Midway Ford Company	49,501.64
CLARK/NORMA	28,266.36
Dirt Merchant Inc	27,114.54
ROSSOW/LOWELL D & CYNTHIA L	6,989.36
Sanford Health - Sioux Falls	6,202.04
BEARDSLEY BROTHERS PARTNERSHIP	5,662.61
Jackson/City Of	5,088.52
Livewire Printing Co	4,933.90

Mn County Attorney's Assn	3,583.00
Amazon Capital Services	3,262.18
CRYSTEEL MANUFACTURING INC.	3,002.15
S & J Cleaning	2,380.62
Verizon Wireless	2,308.05
Kieslers Police Supply Inc	2,145.00
Total Claims Over \$2000	150,439.97
110 Claims Under \$2000	27,091.53
Total Claims Submitted	177,531.50

Board Action 24-003 – Approve the low bid of \$113,433 from Environmental Plant Services (EPS) to remove asbestos from Government Center East and to have the County Administrator enter into a contract with EPS to complete the work.

Board Action 24-004 – Authorize the Auditor/Treasurer's Office to pay 2024 commissioner warrant bills received in 2023 prior to the Board's next meeting on January 16, 2024.

Board Action 24-005 – Approve Memorandums of Understanding with Law Enforcement Labor Services Local No. 53 and 233 Unions regarding new Minnesota earned sick and safe time statutes.

Board Action 24-006 – Approve the Jackson County Board of Commissioners, Board of Equalization and Drainage Authority 2024 Regular Meeting Schedule.

Resolution 24-001 – Approve the Official 2024 Newspaper used for Publications and a Publication Agreement with Qualified Newspapers.

County of Jackson)
) SS.
State of Minnesota)

RESOLUTION 24-001

APPROVING THE OFFICIAL 2024 NEWSPAPER USED FOR PUBLICATIONS AND A PUBLICATION AGREEMENT WITH QUALIFIED NEWSPAPERS

WHEREAS, Minnesota Statute 375.12 states a county board shall have the official proceedings of its sessions published in a qualified newspaper of general circulation in the county. The publication shall be let annually by contract to the lowest bidder, at the first regular session of the board in January each year; and

WHEREAS, Minnesota Statute 331A.03 requires public notices of a political subdivision be published in a qualified newspaper as described in M.S. 331A.02; and

WHEREAS, M.S. 331A.04 states the priority for selecting a qualified newspaper; and

WHEREAS, the qualified newspapers located in Jackson County have submitted a publication agreement for publication of certain proceedings and notices of Jackson County; and

WHEREAS, the Jackson County Pilot has submitted a request to be the official legal paper for Jackson County in 2024.

NOW, THEREFORE, BE IT RESOLVED, the Jackson County Board of Commissioners approves the Jackson County Pilot as the official legal paper for Jackson County in 2024.

BE IT FURTHER RESOLVED, the Jackson County Board of Commissioners approves entering into the 2024 Publication Agreement as presented.

Board Action 24-007 – Authorize a per diem of \$75/day and a mileage rate the same as the Jackson County mileage rate for lay persons appointed to serve on boards and committees in 2024.

Board Action 24-008 – Approve a satisfactory performance evaluation and salary step increase for County Administrator Ryan Krosch.

Resolution 24-002 – Approve Publication of Transportation Project Bids on the Jackson County Website.

County of Jackson)
) SS.
State of Minnesota)

RESOLUTION 24-002

APPROVING PUBLICATION OF TRANSPORTATION PROJECT BIDS ON THE JACKSON COUNTY WEBSITE

WHEREAS, M.S. 331A.12 states at the meeting of the governing body of a political subdivision at which the governing body designates its official newspaper for the year, the governing body may designate in the same manner publication of transportation projects on the political subdivision's website. Publication on the web site may be used in place of or in addition to any other required form of publication. Each year after designating publication on the website for transportation projects, the political subdivision must publish, in a qualified newspaper in the jurisdiction and on the website, notice that the political subdivision will publish advertisements for bids on its website.

THEREFORE, BE IT RESOLVED, the Jackson County Board of Commissioners approves the Jackson County Public Works Department to use the Jackson County website www.co.jackson.mn.us as the method of advertising for transportation project bids.

THEREFORE, BE IT FUTHER RESOLVED, in accordance with M.S. 331A.12, notice will be published in a qualified newspaper and on the County website that advertisements for bids for transportation projects will be published on the Jackson County website.

Board Action 24-009 – Approve Fuel Bids for 2024.

Board Action 24-010 – Approve the 2024 Marsden Cleaning/Custodial Services Contract.

The motion carried unanimously.

LAND MANAGEMENT/SWCD

Land Management Coordinator Valerie Cihak reviewed the Planning and Zoning Commission's Findings of Fact for the Zane Hanson Manure Contaminated Runoff Holding Pond and Irrigation System Conditional Use Permit. The Planning and Zoning Commission recommended denial of the conditional use permit based on these findings:

- Will the use and appearance of the site be sufficiently compatible or separated by distance or screening from agricultural or residentially zoned or used land so that existing homes and adjacent residential properties will not be depreciated in value or be adversely affected and there will be no deterrence to development of vacant land? No
Finding: It has been determined that ample testimonies were heard from neighboring property owners indicating that their properties were already being negatively impacted by the existing feedlot. Introducing a manure-contaminated run-off holding pond and irrigation system to the area may exacerbate the situation. Therefore, this use is not sufficiently compatible so that existing homes and adjacent resident properties will not be adversely affected.
- Has it been determined that the proposed use will not have a detrimental environmental effect? No
Finding: It has been determined that more information is needed to better understand the effects the holding pond and irrigation system will pose on the environment. Therefore, it has not been determined the proposed use will not have a detrimental environmental effect.

Motion was made by Commissioner Nasby and seconded by Commissioner McClure to adopt Board Action 24-011 - Deny the Zane Hanson Manure Contaminated Runoff Holding Pond and Irrigation System Conditional Use Permit with denial based on the Findings of Fact recommended by the Planning and Zoning Commission. The motion carried unanimously.

COUNTY ADMINISTRATOR

Motion was made by Commissioner McClure and seconded by Commissioner Nasby to adopt Board Action 24-012 – Approve the 2024 Board/Committee appointments as amended and the Per Diem Policy. The motion carried unanimously.

BOARD REPORTS

Commissioner Wachal, Eigenberg and Pohlman had no meetings/events to report.

Commissioner Nasby reported on meetings/events involving Des Moines River Watershed Planning Partnership Policy Committee and Planning and Zoning Board.

Commissioner McClure reported on meetings/events involving Planning and Zoning Board.

ADJOURN

Motion was made by Commissioner McClure and seconded by Commissioner Pohlman to adjourn the meeting at 9:50 a.m. The motion carried unanimously.

JACKSON COUNTY BOARD OF COMMISSIONERS

Board Chair

ATTEST:

Ryan Krosch, County Administrator



Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Final Payment for SAP 032-605-024, SAP 032-599-107, and SAP 032-599-109

Board Action Request:

Approve final payment to Midwest Contracting, LLC. If approved sign the certification of final acceptance resolution.

Background & Comments:

SAP 032-605-024: Replaced three existing culverts with a 14'x4' Box Culvert. Located in section 22 of Ewington Twp. Paid with FEMA and Regular CSAH funds.

SAP 032-599-107: Replaced existing bridge L5200 with two 16'x5' Box Culverts. Located in section 28 of Lacrosse Twp. Paid with Regular Town Bridge funds and Special Town Bridge Funds.

SAP 032-599-109: Replaced existing bridge L5233 with a 14'x4' Box Culvert. Located in section 23 of Ewington Twp. Paid with Special Town Bridge Funds.

Attachments: Final payment and certification of final acceptance resolution certification

Fiscal Impact: FEMA, Regular CSAH, Regular Town Bridge, Special Town Bridge

**** 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 Public Works

Phone (507) 847-2525
 53053 780th Street
 Jackson, Minnesota 56143

Contract Number: SAP 032-605-024 ETAL
Final Pay Request Number: 3

Project Number	Project Description
SAP 032-599-107	SAP 032-599-107
SAP 032-599-109	SAP 032-599-109
SAP 032-605-024	SAP 032-605-024

Contractor: Midwest Contracting, LLC 2948 271st Avenue Marshall, Mn 56258	Vendor Number: 1236 Up To Date: 12/18/2023
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Contract Amount	Funds Encumbered
Original Contract	Original
Contract Changes	Additional
Revised Contract	Total
\$872,985.50	\$872,985.50
\$0.00	N/A
\$872,985.50	\$872,985.50

Work Certified To Date	
Base Bid Items	\$880,342.67
Contract Changes	\$
Material On Hand	\$0.00
Total	\$880,342.67

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Total Amount Paid To Date	Amount Paid This Request
\$12,034.00	\$880,342.67	\$0.00	\$824,893.24	\$ 880,342.67	\$ 55,449.43
Percent: Retained: 0%			Percent Complete: 100.84%		
Amount Paid this Final Pay Request: \$55,449.43					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By



Timothy J. Stahl
 Jackson County Engineer

Date: 12/27/23

Approved By Midwest Contracting, LLC



Contractor

Date: 12-19-2023

Project No. : SAP 032-599-107
Final Pay Request No. : 3
Contract No.: SAP 032-605-024 ETAL

**Certificate of Final Contract Acceptance
Final Voucher Number: 3**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 12/27/2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$880,342.67 and agrees to the amount of \$55,449.43 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Midwest Contracting, LLC By [Signature]

And _____ And _____ State of Minnesota

On This 19th Day December, 2023, Before me appeared Dennis Anderson To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ a _____ free to act and deed

(Corporate Acknowledgment)

_____ And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the _____ and _____ of the

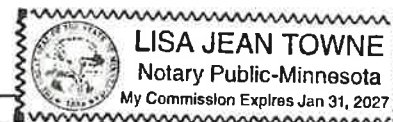
_____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

_____ and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Lyon County

Seal Expires January 31, 2027 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Jackson County, MN Public Works
53053 780th St, Jackson, MN 56143
Contract No: SAP 032-605-024 ETAL
Final Pay Request No. 3

**Jackson County
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: SAP 032-605-024 ETAL
Contractor: Midwest Contracting, LLC
Date Certified: 12/18/2023
Payment Number: 3

Whereas; Contract No. SAP 032-605-024 ETAL has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Jackson County and authorize final payment as specified herein.

State of

I, _____, Jackson County within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20__

At _____,

Signed By _____

Jackson County, MN

(SEAL)

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Total Amount Paid To Date	Amount Paid This Request
SAP 032-599-107	\$5,310.00	\$346,035.00	(\$17,036.24)	\$323,688.76	\$346,035.00	\$22,346.24
SAP 032-599-109	\$0.00	\$254,473.39	(\$12,723.66)	\$241,749.73	\$254,473.39	\$12,723.66
SAP 032-605-024	\$6,724.00	\$279,834.28	(\$13,655.53)	\$259,454.75	\$279,834.28	\$20,379.53

Contract Payment Summary					
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2023-05-16	\$427,210.00	\$21,360.50	\$405,849.50	
2	2023-06-08	\$441,098.67	\$22,054.93	\$419,043.74	
3	2023-12-18	\$12,034.00	(\$43,415.43)	\$55,449.43	

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-participating	2	\$178,643.04	\$0.00	\$158,278.59	\$20,364.45	\$178,643.04
Participating	1	\$701,699.63	\$0.00	\$666,614.65	\$35,084.98	\$701,699.63

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Town Bridge	\$35,084.98	\$705,249.00	\$705,249.00	\$701,699.63
2	Town Road	\$20,364.45	\$167,736.50	\$167,736.50	\$178,643.04

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 032-599-107	1	2023-05-16			
SAP 032-599-107	2	2023-06-08	\$340,725.00	\$17,036.24	\$323,688.76
SAP 032-599-107	3	2023-12-18	\$5,310.00	(\$17,036.24)	\$22,346.24
SAP 032-599-109	1	2023-05-16	\$227,105.00	\$11,355.25	\$215,749.75
SAP 032-599-109	2	2023-06-08	\$27,368.39	\$1,368.41	\$25,999.98
SAP 032-599-109	3	2023-12-18	\$0.00	(\$12,723.66)	\$12,723.66
SAP 032-605-024	1	2023-05-16	\$200,105.00	\$10,005.25	\$190,099.75
SAP 032-605-024	2	2023-06-08	\$73,005.28	\$3,650.28	\$69,355.00
SAP 032-605-024	3	2023-12-18	\$6,724.00	(\$13,655.53)	\$20,379.53

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 032-599-107	Non-participating	\$14,121.52	\$0.00	\$8,370.95	\$5,750.57	\$14,121.52
SAP 032-599-107	Participating	\$331,913.48	\$0.00	\$315,317.81	\$16,595.67	\$331,913.48
SAP 032-599-109	Non-participating	\$99,326.04	\$0.00	\$94,359.74	\$4,966.30	\$99,326.04
SAP 032-599-109	Participating	\$155,147.35	\$0.00	\$147,389.99	\$7,757.36	\$155,147.35
SAP 032-605-024	Non-participating	\$65,195.48	\$0.00	\$55,547.90	\$9,647.58	\$65,195.48

SAP 032-605-024	Participating	\$214,638.80	\$0.00	\$203,906.85	\$10,731.95	\$214,638.80
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Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 032-599-107	1	\$16,595.67	\$335,660.00	\$335,660.00	\$331,913.48
SAP 032-599-107	2	\$5,750.57	\$9,806.50	\$9,806.50	\$14,121.52
SAP 032-599-109	1	\$7,757.36	\$155,325.00	\$155,325.00	\$155,147.35
SAP 032-599-109	2	\$4,966.30	\$95,478.50	\$95,478.50	\$99,326.04
SAP 032-605-024	1	\$10,731.95	\$214,264.00	\$214,264.00	\$214,638.80
SAP 032-605-024	2	\$9,647.58	\$62,451.50	\$62,451.50	\$65,195.48

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 032-599-107	1	2021.501/00010	MOBILIZATION	LS	\$8,600.00	1	0	\$0.00	1	\$8,600.00
SAP 032-599-107	2	2104.504	SALVAGE AGGREGATE SURFACE	SY	\$1.00	250	0	\$0.00	250	\$250.00
SAP 032-599-107	3	2211.509/00020	AGGREGATE BASE CLASS 2	TON	\$36.00	45	0	\$0.00	112.82	\$4,061.52
SAP 032-599-107	4	2412.502	16'X5' PRECAST BOX CULVERT	LF	\$2,675.00	76	0	\$0.00	76	\$203,300.00
SAP 032-599-107	5	2412.502	16'X5' PRECAST BOX CULVERT END SECT	EACH	\$24,750.00	4	0	\$0.00	4	\$99,000.00
SAP 032-599-107	6	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$4,500.00	1	0	\$0.00	1	\$4,500.00
SAP 032-599-107	7	2451.509	GRANULAR BEDDING	Ton	\$38.00	330	0	\$0.00	225.24	\$8,559.12
SAP 032-599-107	8	2511.509	Random Riprap Class III w/ Geotextile Fabric	TON	\$54.00	180	0	\$0.00	184.34	\$9,954.36
SAP 032-599-107	9	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
SAP 032-599-107	10	2573.503/00021	SILT FENCE, TYPE PA	L F	\$3.00	410	0	\$0.00	0	\$0.00
SAP 032-599-107	11	2573.503/00065	SEDIMENT CONTROL LOG TYPE ROCK	L F	\$4.00	75	105	\$420.00	105	\$420.00
SAP 032-599-107	12	2575.501	TURF ESTABLISHMENT	AC	\$2,800.00	0.18	0.45	\$1,260.00	0.45	\$1,260.00
SAP 032-599-107	13	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	\$1.65	850	2200	\$3,630.00	2200	\$3,630.00
SAP 032-599-109	1	2021.501/00010	MOBILIZATION	LS	\$7,100.00	1	0	\$0.00	1	\$7,100.00
SAP 032-599-109	2	2104.502	Remove Drop Inlet	Each	\$75.00	2	0	\$0.00	2	\$150.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 032-599-109	3	2104.504	Salvage Aggregate Base	SY	\$1.00	315	0	\$0.00	315	\$315.00
SAP 032-599-109	4	2211.509/00020	AGGREGATE BASE CLASS 2	TON	\$38.00	51	0	\$0.00	73.9	\$2,808.20
SAP 032-599-109	5	2412.502	14'X4' PRECAST BOX CULVERT	LF	\$2,250.00	40	0	\$0.00	40	\$90,000.00
SAP 032-599-109	6	2412.502	14'X4' PRECAST BOX CULVERT END SECT	Each	\$25,800.00	2	0	\$0.00	2	\$51,600.00
SAP 032-599-109	7	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$4,500.00	1	0	\$0.00	1	\$4,500.00
SAP 032-599-109	8	2451.509	GRANULAR BEDDING	Ton	\$42.00	184	0	\$0.00	141.96	\$5,962.32
SAP 032-599-109	9	2451.509	GRANULAR BACKFILL	TON	\$18.00	343	0	\$0.00	257.14	\$4,628.52
SAP 032-599-109	10	2502.503	30" PE PIPE DRAIN (SMOOTH)	LF	\$74.00	860	0	\$0.00	860	\$63,640.00
SAP 032-599-109	11	2502.602	TILE INVESTIGATION	HR	\$225.00	1	0	\$0.00	1	\$225.00
SAP 032-599-109	12	2502.602/00020	CONNECT TO EXISTING PIPE DRAIN	EACH	\$1,250.00	2	0	\$0.00	2	\$2,500.00
SAP 032-599-109	13	2506.502	CONST DRAINAGE STRUCTURE DES DI PE 24"	Each	\$2,400.00	2	0	\$0.00	2	\$4,800.00
SAP 032-599-109	14	2511.509	Random Riprap Class III w/ Geotextile Fabric	TON	\$55.00	75	0	\$0.00	71.77	\$3,947.35
SAP 032-599-109	15	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
SAP 032-599-109	16	2573.503/00021	SILT FENCE, TYPE PA	L F	\$3.00	380	0	\$0.00	0	\$0.00
SAP 032-599-109	17	2573.503/00065	SEDIMENT CONTROL LOG TYPE ROCK	L F	\$4.00	85	0	\$0.00	277	\$1,108.00
SAP 032-599-109	18	2575.501	TURF ESTABLISHMENT	AC	\$2,800.00	0.2	0	\$0.00	0.805	\$2,254.00
SAP 032-599-109	19	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	\$1.65	890	0	\$0.00	3900	\$6,435.00
SAP 032-605-024	1	2021.501/00010	MOBILIZATION	LS	\$19,000.00	1	0	\$0.00	1	\$19,000.00
SAP 032-605-024	2	2104.502	Remove Drop Inlet	Each	\$75.00	2	0	\$0.00	2	\$150.00
SAP 032-605-024	3	2104.502	Remove Metal Culvert	Each	\$2,250.00	3	0	\$0.00	3	\$6,750.00
SAP 032-605-024	4	2104.503	Remove Tile Line	Lin Ft	\$8.00	200	0	\$0.00	200	\$1,600.00
SAP 032-605-024	5	2104.503/00020	SAWING BITUMINOUS PAVEMENT	L F	\$4.00	48	0	\$0.00	48	\$192.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 032-605-024	6	2104.504	Salvage Aggregate Base	SY	\$1.00	290	0	\$0.00	290	\$290.00
SAP 032-605-024	7	2104.518	Remove Bituminous Pavement	SY	\$12.00	290	0	\$0.00	290	\$3,480.00
SAP 032-605-024	8	2211.509/0070	AGGREGATE BASE CLASS 5	TON	\$28.00	81	0	\$0.00	76.21	\$2,133.88
SAP 032-605-024	9	2221.509	Shoulder Base Aggr CL 2	Ton	\$38.00	30	0	\$0.00	30	\$1,140.00
SAP 032-605-024	10	2360.509	TYPE SP 12.5 NON WEAR CRS MIX (2,B)	Ton	\$230.00	63	0	\$0.00	63	\$14,490.00
SAP 032-605-024	11	2360.509	TYPE SP 9.5 WEAR CRS MIX (3,B)	Ton	\$235.00	31	0	\$0.00	29.76	\$6,993.60
SAP 032-605-024	12	2412.502	14'X4' PRECAST BOX CULVERT	LF	\$2,395.00	54	0	\$0.00	54	\$129,330.00
SAP 032-605-024	13	2412.502	14'X4' PRECAST BOX CULVERT END SECT	Each	\$25,800.00	1	0	\$0.00	1	\$25,800.00
SAP 032-605-024	14	2412.502	14'X4' PRECAST BOX CULVERT END SECT 30 DEGREE SKEW	Each	\$25,800.00	1	0	\$0.00	1	\$25,800.00
SAP 032-605-024	15	2451.509	GRANULAR BEDDING	Ton	\$42.00	177	0	\$0.00	196.4	\$8,248.80
SAP 032-605-024	16	2451.509	GRANULAR BACKFILL (MOD)	Ton	\$18.00	39	0	\$0.00	39	\$702.00
SAP 032-605-024	17	2502.503	24" PE PIPE DRAIN (SMOOTH)	LF	\$65.00	225	0	\$0.00	225	\$14,625.00
SAP 032-605-024	18	2502.602/0020	CONNECT TO EXISTING PIPE DRAIN	EACH	\$1,050.00	2	0	\$0.00	2	\$2,100.00
SAP 032-605-024	19	2502.602	TILE INVESTIGATION	HR	\$225.00	1	0	\$0.00	1	\$225.00
SAP 032-605-024	20	2506.502	CONST DRAINAGE STRUCTURE DES DI PE 18"	Each	\$1,800.00	2	0	\$0.00	2	\$3,600.00
SAP 032-605-024	21	2511.509	Random Riprap Class III w/ Geotextile Fabric	TON	\$55.00	80	0	\$0.00	72	\$3,960.00
SAP 032-605-024	22	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
SAP 032-605-024	23	2573.503/00021	SILT FENCE, TYPE PA	L F	\$3.00	430	0	\$0.00	0	\$0.00
SAP 032-605-024	24	2573.503/00065	SEDIMENT CONTROL LOG TYPE ROCK	L F	\$4.00	59	120	\$480.00	120	\$480.00
SAP 032-605-024	25	2575.501	TURF ESTABLISHMENT	AC	\$2,800.00	0.2	0.58	\$1,624.00	0.58	\$1,624.00
SAP 032-605-024	26	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	\$1.65	890	2800	\$4,620.00	2800	\$4,620.00
Base Bid Totals:								\$12,034.00		\$880,342.67

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 032-599-107		\$5,310.00	\$346,035.00
SAP 032-605-024		\$6,724.00	\$279,834.28
SAP 032-599-109		\$0.00	\$254,473.39

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$		\$

Contract Total	\$880,342.67
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Reimbursement Bond Resolution

Board Action Request:

Approve resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.

Background & Comments:

The attached reimbursement bond resolution establishes procedures for the County to reimburse itself for prior expenses with general obligation bond proceeds. Reimbursement of expenses with bond proceeds is something that may be done with expenses incurred from the new jail and government center project.

Attachments: Resolution

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

County of Jackson)
) SS.
State of Minnesota)

RESOLUTION NO. 24-003
ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT
BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the County's bonds used to reimburse the County for any project expenditure paid by the County prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the County make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the County to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Board hereby authorizes the County Auditor-Treasurer to make the County's Declarations or to delegate from time to time that responsibility to other appropriate County employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the County reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the County, or its authorized representatives under this Resolution, not make Declarations in cases where the County doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the County officials are

hereby authorized to consult with bond counsel to the County concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Board shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the County has made Declarations.

3. Reimbursement Allocations. The designated County officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the County's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the County for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this ____ day of _____, 2024, by the Jackson County Board.

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting County Auditor-Treasurer of Jackson County, Minnesota (the "County"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the County as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Jackson County Board to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the County.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

Project Name & Costs: _____

3. The County reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the County after the date of payment of such costs. As of the date hereof, the County reasonably expects that \$ _____ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____, 2024

Auditor-Treasurer
Jackson County, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting County Administrator of Jackson County, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the County, which Resolution relates to procedures of the County for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the County (the "Board") at a regular meeting of the Board held on _____, 2024. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Board are regularly held. Board member _____ moved the adoption of the Resolution, which motion was seconded by Board member _____. A vote being taken on the motion, the following members of the Board voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Board which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the County Administrator of Jackson County, Minnesota, this ____ day of _____, 2024.

County Administrator
Jackson County, Minnesota



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: _____

Recommendation: Approve

Item: Policy #728 - Earned Sick and Safe Time for Fitness

Board Action Request:

Approve policy #728 - Earned Sick and Safe Time for Fitness

Background & Comments:

The revisions to policy 728 are needed to make the policy current with the Earned Sick and Safe Time policy and with the change from County Coordinator to County Administrator. Additionally, the maximum reimbursement amount is being increased to align with rising costs.

Attachments: Revised policy

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

General Policy Statement

The Earned Sick and Safe Time (ESST) for Fitness program uses ESST to promote physical health and wellness. Activities and equipment that promote direct physical health and wellness, and are least likely to be utilized for reimbursement of costs that may not be utilized for direct physical health and wellness (e.g., activities and equipment that can be utilized mainly for clothing or social reasons unrelated to direct physical health and wellness), are favored by this policy. Employees who have accumulated ESST balance may trade their ESST hours to cover the cost of health and wellness-related expenses for the employee and their eligible dependents.

General provisions

- Maximum of \$1,500.00 (gross pay) in claims per employee per calendar year.
- Claims can be submitted for expenses incurred for the employee, spouse or eligible dependents, as defined under the County's health insurance plan.
- All claims for reimbursement must be submitted in the same year in which the expense was incurred. Claims submitted by the end of the first pay period in December will be paid using current year ESST. Claims submitted after that will be reimbursed using subsequent year's ESST. A minimum of two weeks of ESST must remain after reimbursement – 80 hours for full-time employees, and pro-rated for part-time employees.
- Only regular ESST can be cashed in for reimbursement. Personal catastrophic ESST and emergency ESST bank are not eligible for this program.
- Employees who are in the process of terminating employment are not eligible for this program.
- According to IRS rulings, ESST cashed in under this program is taxable income, subject to State and Federal income tax, as well as standard Social Security and Medicare tax.
- Expenses that have been reimbursed by flexible spending, VEBA, HSA or a health insurance fitness reimbursement are not eligible. For fitness/health club memberships, if an employee anticipates receiving a fitness reimbursement, that amount shall be deducted from the claim submitted. If the employee does not receive any or all of a fitness reimbursement, the balance can be re-submitted at a later time.

Eligible Expenses

- Fitness/Health club memberships – single, couple or family – including any tax and/or enrollment fees;
- Registration for adult marathons, triathlons, "mudders," foot or bike races;
 - Reimbursement shall be submitted upon completion of the event only with proof of completion required.
 - Registration only eligible – additional donations for charity runs or other expenses, such as lodging or transportation, are not eligible.
- Smoking cessation programs (e.g., nicotine gum/patches, hypnosis, acupuncture);
- Weight loss programs (e.g., Weight Watchers, hypnosis, acupuncture);
- Stress management classes/program;
- Fitness/exercise programs/classes (e.g., Jazzercise, Curves, martial arts, zumba, yoga, dance programs/classes promoted as a fitness/exercise program, fitness (/exercise videos and on-line programming - e.g., BeachBody on Demand);
- Personal trainers;

- New and used exercise equipment (e.g., treadmill, elliptical trainer, rowing machine, cross country ski machine, exercise bike, stair-stepper, inversion table, resistance bands, jump ropes, ankle weights, exercise mat, battle ropes, exercise balls used for core strengthening/flexibility/balance (e.g., Swiss balls), plyo box, weights, etc.)
- Adult bicycles;
- Maintenance/repairs/warranties/parts/sales taxes/shipping for eligible equipment and reimbursable purchases;
- Monitoring devices used during exercise (which include wearable technology that has functionality as a pedometer, calorie count/heart rate monitor or other clearly defined fitness components that can be used during exercise).
- Other expenses that promote health and wellness and are approved by the County Administrator.

Expenses Not Eligible

- Club or league membership which can be used as primarily social in nature (e.g., country club/golf club membership, softball or bowling);
- Clothing items (e.g., running shoes);
- Orthotics or custom orthotics;
- Food/supplements, even if purchased in conjunction with a weight loss program;
- Medical related expenses (e.g., lab tests, prescriptions, glucose monitor, blood pressure monitor, etc.);
- Camping or recreational equipment (e.g., canoes, tents, backpacks, golf clubs, hunting/fishing equipment, skis, skates);
- Fees not directly related to physical health and wellness that can be used for primarily social reasons (e.g., social dances not promoted as a fitness/exercise program, park entrance, court or rink rental, greens, ski lift tickets, hunting and fishing licenses, permits, towel/locker rental, tanning, etc.) or fees related to school or youth sporting activities;
- Mileage;
- Weapons (e.g., paint ball guns and equipment, air rifles, guns, knives, archery equipment, etc.)
- Tips for services, gift cards
- Spa or Massage Services and Massage related equipment
- Gaming system hardware (e.g., Wii, Playstation or Xbox).

Procedure

To claim a reimbursement under this program, submit a ESST for Fitness Reimbursement Form with appropriate documentation attached to the County Administrator. Your reimbursement check will come to you on a scheduled pay day as a separate line item on your regular payroll check in two to three weeks.

Any questions as to whether an expense is eligible for reimbursement will be submitted to the County Administrator for determination.

Documentation required – Dated sales receipt, charge/credit slip, canceled check or account statement showing the transaction are all acceptable forms of documentation. Copies are acceptable. If purchasing used equipment, the employee must provide a dated bill of sale listing the equipment purchased, the priced paid, the name of the purchaser, and the seller's name, address, phone number and signature. Any documentation must show the employee or eligible dependent as the purchaser, and must clearly show what was purchased and the date of purchase. Duplicate checks are not acceptable for showing proof of payment.



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: _____

Recommendation: Approve

Item: 2024 Pay Equity Report

Board Action Request:

Approve 2024 Pay Equity Report

Background & Comments:

The pay equity report is required every 3 years per MN State Statute 471.991 to 471.999. Jackson County has completed the report with the assistance of George Gmach, Compensation Consultant. The county last reported in January 2021.

Attachments: Pay Equity Implementation & Compliance Report

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



Minnesota Pay Equity Management System - Jackson County(24-No Submission)

[Home](#)
[Utilities](#)
[Go To](#)
[Log Out](#)

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Jackson County

Jurisdiction Type: CTY - County

Jackson

Contact:	Name	Title	Phone	Email
	Brandi Bourquin	Human Resources Coor	507-847-4182	brandi.bourquin@co.jackson.mn.us
	Ryan Krosch	County Administrator	507-847-4182	ryan.krosch@co.jackson.mn.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (*less than 240 characters)

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

 and female classes are not at a disadvantage.

3. An official notice has been posted at:

(prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

(governing body) (*less than 60 characters)

(chief elected official)(*less than 60 characters)

(title) (*less than 60 characters)

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

is the annual payroll
for the calendar year just ended
December 31.

Save Changes

Sign & Submit

Return to Test Results

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at pay.equity@state.mn.us so that we can follow up. Thank you.

Compliance Report

Jurisdiction: Jackson County

Report Year: 2024
Case: 1 - 2023DATA (Private (Jur Only))

405 Fourth Street
Jackson, MN 56143

Contact: Brandi Bourquin

Phone: (507) 847-4182

E-Mail: brandi.bourquin@co.jackson.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	29	21	1	51
# Employees	55	26	12	93
Avg. Max Monthly Pay per employee	6466.30	5689.79		6095.81

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 108.6207 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	11	9
b. # Below Predicted Pay	18	12
c. TOTAL	29	21
d. % Below Predicted Pay (b divided by c = d)	62.07	57.14

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 79	Value of T = 0.302
------------------------------	--------------------

- a. Avg. diff. in pay from predicted pay for male jobs = 35
- b. Avg. diff. in pay from predicted pay for female jobs = 22

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 11.00
- B. Avg. # of years to max salary for female jobs = 11.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 0.00 *
 - B. % of female classes receiving ESP = 0.00
- *(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2023DATA

Jackson County

LGID: 1571

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
16	Deputy Recorder	0	1	0	F	209	3406.42	4652.58	11.00	0.00	
1	Administrative Assistant - She	0	2	0	F	219	3406.42	4652.58	11.00	0.00	
24	Facilities Technician	1	0	0	M	221	3406.42	4652.58	11.00	0.00	
21	Driver's License Agent/Adminis	0	1	0	F	222	3406.42	4652.58	11.00	0.00	
40	Legal Assistant	0	1	0	F	222	3406.42	4652.58	11.00	0.00	
48	Records Officer - Sheriff	0	1	0	F	225	3406.42	4652.58	11.00	0.00	
31	IS Administrative Assistant/So	0	1	0	F	231	3406.42	4652.58	11.00	0.00	
15	Deputy Auditor/Treasurer	0	2	0	F	238	3627.80	4956.08	11.00	0.00	
46	PC/Network Specialist	2	0	0	M	238	3863.46	5277.44	11.00	0.00	
44	Office Manager/SWCD	0	1	0	F	243	3627.80	4956.08	11.00	0.00	
26	Heavy Equipment Operator	12	0	0	M	246	3627.80	4956.08	11.00	0.00	
35	Jailer/Dispatcher	5	7	0	B	251	3863.46	5277.44	11.00	0.00	
43	Office Manager/Legal Secretary	0	1	0	F	258	3863.46	5277.44	11.00	0.00	
49	Sign Technician	1	0	0	M	264	3863.46	5277.44	11.00	0.00	
41	Maintenance Crew Chief	1	0	0	M	271	4115.19	5620.23	11.00	0.00	
19	Drainage Crew Chief	1	0	0	M	271	4115.19	5620.23	11.00	0.00	
51	Water Resources Technician	0	1	0	F	275	4382.99	5986.22	11.00	0.00	
39	Land Management District Techn	1	0	0	M	276	4115.19	5620.23	11.00	0.00	
2	Appraiser	1	3	0	F	276	4115.19	5620.23	11.00	0.00	
7	Buffers & Farm Bill Technician	0	1	0	F	276	4115.19	5620.23	11.00	0.00	
36	Jailer/Dispatcher II	0	1	0	F	277	4115.19	5620.23	11.00	0.00	
10	Chief Mechanic	1	0	0	M	278	4115.19	5620.23	11.00	0.00	
18	Drainage Coordinator	0	1	0	F	289	4382.99	5986.22	11.00	0.00	
17	Deputy Sheriff	13	0	0	M	292	4592.15	6272.48	11.00	0.00	
5	Asst. Highway Maintenance Supe	1	0	0	M	307	4668.65	6375.42	11.00	0.00	
50	Veterans Service Officer	1	0	0	M	308	4668.65	6375.42	11.00	0.00	
42	Office Manager/Accountant	0	1	0	F	309	4668.65	6375.42	11.00	0.00	
45	Parks Supervisor	1	0	0	M	311	4972.15	6789.62	11.00	0.00	
23	Facilities Supervisor	1	0	0	M	313	4668.65	6375.42	11.00	0.00	
25	GIS Technician - Hwy	1	0	0	M	313	4668.65	6375.42	11.00	0.00	
34	Jail/Dispatch Supervisor	0	1	0	F	316	4668.65	6375.42	11.00	0.00	
11	Civil Engineering Technician	2	0	0	M	321	4668.65	6375.42	11.00	0.00	

Job Class Data Entry Verification List

Case: 2023DATA

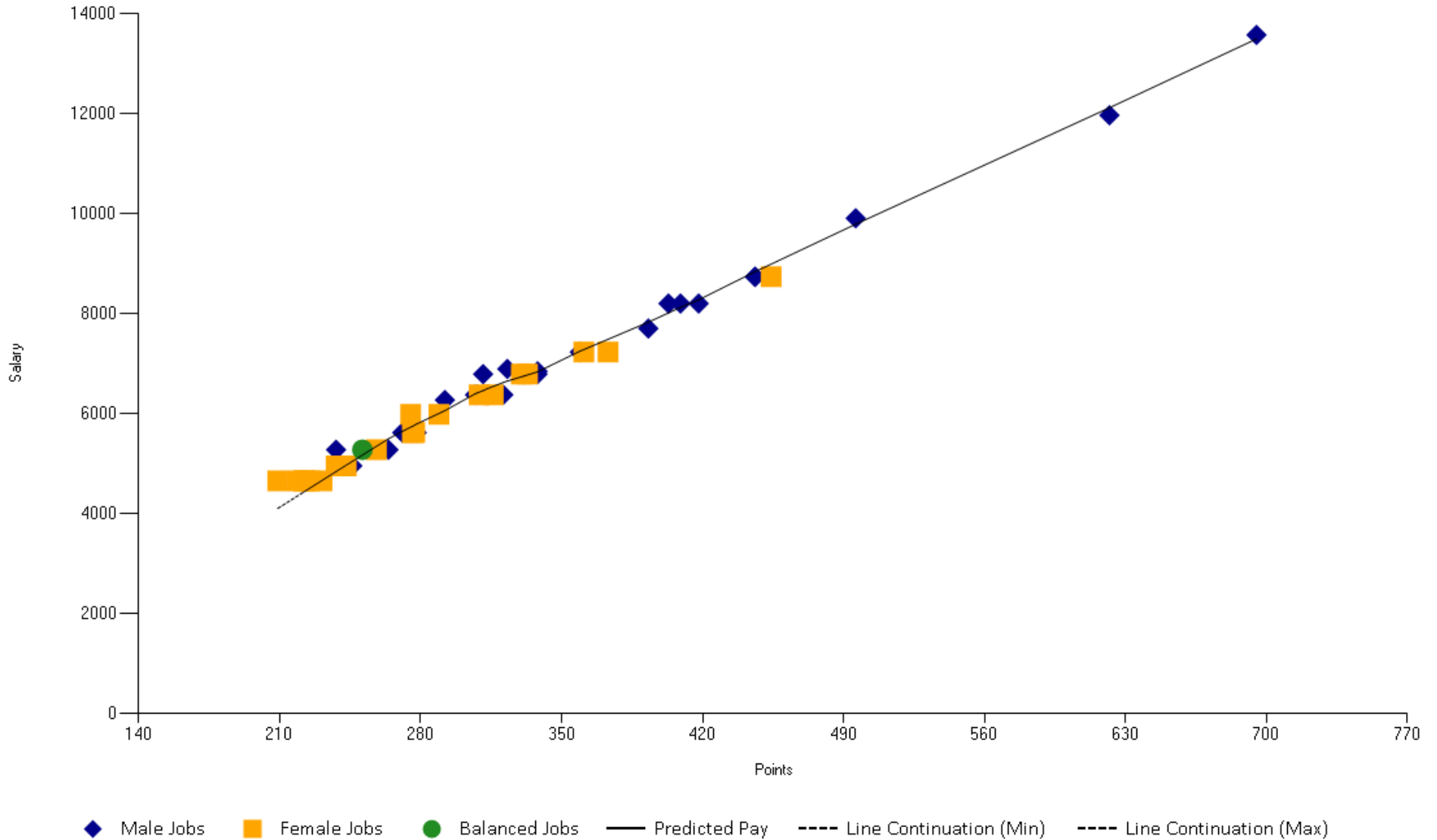
Jackson County

LGID: 1571

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
22	Emergency Management Director	1	0	0	M	323	4668.65	6893.47	11.00	0.00	
37	Land Management Coordinator	0	1	0	F	330	4972.15	6789.62	11.00	0.00	
20	Drainage Ditch Supervisor	1	0	0	M	331	4972.15	6789.62	11.00	0.00	
29	Human Resource Coordinator/Ass	0	1	0	F	333	4972.15	6789.62	11.00	0.00	
30	Investigator	2	0	0	M	338	5013.22	6846.75	11.00	0.00	
28	Highway Shop Supervisor	1	0	0	M	338	4972.15	6789.62	11.00	0.00	
33	Jail/Dispatch Administrator	1	0	0	M	359	5295.30	7230.60	11.00	0.00	
14	County Recorder	0	1	0	F	361	5295.30	7230.60	11.00	0.00	
8	Chief Deputy Auditor/Treasurer	0	1	0	F	373	5295.30	7230.60	11.00	0.00	
4	Assistant Highway Engineer	1	0	0	M	393	5638.08	7701.93	11.00	0.00	
27	Highway Maintenance Supervisor	1	0	0	M	403	6005.86	8201.82	11.00	0.00	
38	Land Management Director	1	0	0	M	409	6005.86	8201.82	11.00	0.00	
32	IS Manager	1	0	0	M	418	6005.86	8201.82	11.00	0.00	
9	Chief Deputy Sheriff	1	0	0	M	446	6395.06	8735.63	11.00	0.00	
3	Assistant County Attorney	1	0	0	M	446	6395.06	8735.63	11.00	0.00	
13	County Assessor	0	1	0	F	454	6395.06	8735.63	11.00	0.00	
6	Auditor/Treasurer	1	0	0	M	496	7253.81	9906.81	11.00	0.00	
47	Public Works Director	1	0	0	M	622	8762.41	11967.09	11.00	0.00	
12	County Administrator	1	0	0	M	695	9938.95	13573.89	11.00	0.00	

Job Number Count: 51

Predicted Pay Report for: Jackson County Case: 2023DATA



Predicted Pay Report for: Jackson County

Case: 2023DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
16	Deputy Recorder	0	1	0	1	Female	209	4652.5800	4103.3522	549.2278
1	Administrative Assistant - She	0	2	0	2	Female	219	4652.5800	4357.6540	294.9260
24	Facilities Technician	1	0	0	1	Male	221	4652.5800	4408.3906	244.1894
21	Driver's License Agent/Adminis	0	1	0	1	Female	222	4652.5800	4433.7589	218.8211
40	Legal Assistant	0	1	0	1	Female	222	4652.5800	4433.7589	218.8211
48	Records Officer - Sheriff	0	1	0	1	Female	225	4652.5800	4510.4825	142.0975
31	IS Administrative Assistant/So	0	1	0	1	Female	231	4652.5800	4663.3111	-10.7311
15	Deputy Auditor/Treasurer	0	2	0	2	Female	238	4956.0800	4841.5079	114.5721
46	PC/Network Specialist	2	0	0	2	Male	238	5277.4400	4841.5079	435.9321
44	Office Manager/SWCD	0	1	0	1	Female	243	4956.0800	4968.9681	-12.8881
26	Heavy Equipment Operator	12	0	0	12	Male	246	4956.0800	5045.0731	-88.9931
35	Jailer/Dispatcher	5	7	0	12	Balanced	251	5277.4400	5172.5333	104.9067
43	Office Manager/Legal Secretary	0	1	0	1	Female	258	5277.4400	5350.7301	-73.2901
49	Sign Technician	1	0	0	1	Male	264	5277.4400	5496.8816	-219.4416
41	Maintenance Crew Chief	1	0	0	1	Male	271	5620.2300	5648.2328	-28.0028
19	Drainage Crew Chief	1	0	0	1	Male	271	5620.2300	5648.2328	-28.0028
51	Water Resources Technician	0	1	0	1	Female	275	5986.2200	5724.4354	261.7846
2	Appraiser	1	3	0	4	Female	276	5620.2300	5747.1027	-126.8727
7	Buffers & Farm Bill Technician	0	1	0	1	Female	276	5620.2300	5747.1027	-126.8727
39	Land Management District Techn	1	0	0	1	Male	276	5620.2300	5747.1027	-126.8727
36	Jailer/Dispatcher II	0	1	0	1	Female	277	5620.2300	5769.7700	-149.5400
10	Chief Mechanic	1	0	0	1	Male	278	5620.2300	5792.4373	-172.2073
18	Drainage Coordinator	0	1	0	1	Female	289	5986.2200	6023.9073	-37.6873
17	Deputy Sheriff	13	0	0	13	Male	292	6272.4800	6058.9325	213.5475
5	Asst. Highway Maintenance Supe	1	0	0	1	Male	307	6375.4200	6394.9046	-19.4846
50	Veterans Service Officer	1	0	0	1	Male	308	6375.4200	6412.6744	-37.2544
42	Office Manager/Accountant	0	1	0	1	Female	309	6375.4200	6430.0212	-54.6012
45	Parks Supervisor	1	0	0	1	Male	311	6789.6200	6460.2917	329.3283
25	GIS Technician - Hwy	1	0	0	1	Male	313	6375.4200	6497.0932	-121.6732
23	Facilities Supervisor	1	0	0	1	Male	313	6375.4200	6497.0932	-121.6732
34	Jail/Dispatch Supervisor	0	1	0	1	Female	316	6375.4200	6545.5425	-170.1225
11	Civil Engineering Technician	2	0	0	2	Male	321	6375.4200	6622.2486	-246.8286

Predicted Pay Report for: Jackson County

Case: 2023DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
22	Emergency Management Director	1	0	0	1	Male	323	6893.4700	6651.8560	241.6140
37	Land Management Coordinator	0	1	0	1	Female	330	6789.6200	6734.3564	55.2636
20	Drainage Ditch Supervisor	1	0	0	1	Male	331	6789.6200	6746.9398	42.6802
29	Human Resource Coordinator/Ass	0	1	0	1	Female	333	6789.6200	6772.1066	17.5134
30	Investigator	2	0	0	2	Male	338	6846.7500	6835.3306	11.4194
28	Highway Shop Supervisor	1	0	0	1	Male	338	6789.6200	6835.3306	-45.7106
33	Jail/Dispatch Administrator	1	0	0	1	Male	359	7230.6000	7247.4735	-16.8735
14	County Recorder	0	1	0	1	Female	361	7230.6000	7279.3215	-48.7215
8	Chief Deputy Auditor/Treasurer	0	1	0	1	Female	373	7230.6000	7483.5766	-252.9766
4	Assistant Highway Engineer	1	0	0	1	Male	393	7701.9300	7827.5542	-125.6242
27	Highway Maintenance Supervisor	1	0	0	1	Male	403	8201.8200	8013.2624	188.5576
38	Land Management Director	1	0	0	1	Male	409	8201.8200	8126.0970	75.7230
32	IS Manager	1	0	0	1	Male	418	8201.8200	8276.7004	-74.8804
9	Chief Deputy Sheriff	1	0	0	1	Male	446	8735.6300	8836.9945	-101.3645
3	Assistant County Attorney	1	0	0	1	Male	446	8735.6300	8836.9945	-101.3645
13	County Assessor	0	1	0	1	Female	454	8735.6300	8993.4675	-257.8375
6	Auditor/Treasurer	1	0	0	1	Male	496	9906.8100	9789.0689	117.7411
47	Public Works Director	1	0	0	1	Male	622	11967.0900	12117.0930	-150.0030
12	County Administrator	1	0	0	1	Male	695	13573.8900	13493.8777	80.0123

Job Number Count: 51



Request for Board Action
Agenda Item No. 2.7.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Citizen/Stakeholder/Organization

Presenter: _____

Recommendation: Approve

Item: Gambling Application for Pheasants Forver #8

Board Action Request:

Approve the application for exempt permit of Pheasants Forever #8, with no waiting period, for a raffle to be held at the Horse Barn and Hunt Club on April 6, 2024

Background & Comments:

This raffle is a fundraiser for the Pheasants Forever #8. MS349.213 governs the local authority for gambling permits. 1st application of 2024 (allowed to approve up to 5 permit applications per year).

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

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Pheasants Forever # 8 Previous Gambling Permit Number: X- X-03688-23-014

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1429149

Mailing Address: 71316 600th Av

City: Alpha State: MN Zip: 56111 County: JACKSON

Name of Chief Executive Officer (CEO): Jeff L Johnson

CEO Daytime Phone: 507-840-2805 CEO Email: jlj71316@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Horse Barn Hunt Club

Physical Address (do not use P.O. box): 46421 860th St

Check one:

City: Lakeland MN Zip: 56150 County: JACKSON

Township: Heron Lake Zip: 56150 County: JACKSON

Date(s) of activity (for raffles, indicate the date of the drawing): April 6 2024

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Jeffery L Johnson* Date: 1-10-24
(Signature must be CEO's signature; designee may not sign)

Print Name: Jeffery L JOHNSON

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 20 minutes

Department: Citizen/Stakeholder/Organization

Presenter: Scott Roemhildt, DNR

Recommendation: Informational

Item: Minnesota Department of Natural Resources Jackson County Update

Board Action Request:

None

Background & Comments:

MN DNR South Regional Director Scott Roemhildt, DNR Regional Planner Brooke Hacker and DNR Land and Minerals Regional Operations Coordinator Ben Schaefer will provide an update on DNR lands and activities in Jackson County, strategic land asset management, payment in lieu of taxes and school trust fund payments.

Attachments: Handouts will be provided at the meeting

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



Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 10 min

Department: Land Mgmt/SWCD

Presenter: Val Cihak

Recommendation: Approve

Item: Circle S Subdivision on Fish Lake Final Plat

Board Action Request:

Approve the final plat for the Circle S Subdivision.

Background & Comments:

The final plat was reviewed by myself and the Planning Commission. Jared Baloun (GIS) has reviewed the survey details. This information was also sent to Laura Rossow (Recorder), Kristi Meyeraan (Attorney) Kevin Nordquist (Auditor/Treasurer). Everything seems in order.

Attachments: Final Plat

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

OFFICIAL PLAT
CIRCLE S FARMS SUBDIVISION
 LOCATED IN GOVERNMENT LOT 1, SEC. 4, T. 104 N., R. 35 W.,
 CHRISTIANIA TOWNSHIP, JACKSON COUNTY, MINNESOTA

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Circle S Farms, Inc., a Minnesota Corporation, owner and proprietor of the following described property, to wit:

That part of Government Lot 1, Section 4, Township 104 North, Range 35 West, Jackson County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 4; thence on an assumed bearing of North 0 degrees 22 minutes 14 seconds East, along the east line of said section, a distance of 1562.72 feet to the northeast corner of a tract as recorded in Document No. A253294, said northeast corner being the point of beginning of the tract to be described; thence continuing North 0 degrees 22 minutes 14 seconds East, along said east line, a distance of 300.85 feet to the northeast corner of a tract as recorded in Document No. 191937, being on the easterly extension of the southerly line of Lot 1, Block 2 of Second Addition to McKinneys Beach, according to the recorded plat thereof; thence North 84 degrees 53 minutes 53 seconds West, along said north line and said easterly extension, a distance of 294.11 feet to the southeast corner of said Lot 1, Block 2, Second Addition to McKinneys Beach; thence continuing North 84 degrees 53 minutes 53 seconds West, along the south line of said Block 2 of Second Addition to McKinneys Beach, a distance of 151.80 feet to a bending point on the south line of said Block 2; thence South 60 degrees 07 minutes 30 seconds West, along the south line of said Block 2 and north line of said tract as recorded in Document No. 191937, a distance of 648.77 feet to an aluminum capped iron monument; thence South 24 degrees 25 minutes 17 seconds East a distance of 300.00 feet to an iron monument located on the north line of a tract as recorded in Document No. A253294; thence North 60 degrees 15 minutes 10 seconds East, along said north line, a distance of 582.50 feet to an iron monument; thence South 84 degrees 56 minutes 24 seconds East, along said north line, a distance of 376.45 feet to the point of beginning, containing 7.06 acres, subject to easements now of record in said county and state.

Has caused the same to be surveyed and platted as CIRCLE S FARMS SUBDIVISION.

In witness whereof said Circle S Farms, Inc., a Minnesota Corporation, has caused these presents to be signed by Danny W. Smith, President of Circle S Farms, Inc. this day of _____, 2024.

By: _____
 Danny W. Smith, President

STATE OF _____ }
 COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Danny W. Smith, President of Circle S Farms, Inc.

Notary Public _____ Co., _____
 My commission expires _____

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as CIRCLE S FARMS SUBDIVISION; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.01, Subd. 3, or public highways to be designated other than as shown.

Ben Madsen, Land Surveyor
 Minnesota Registration No. 50875

STATE OF MINNESOTA }
 COUNTY OF MARTIN }

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 2024, by Ben Madsen, Land Surveyor.

Notary Public, Martin County, Minnesota
 My commission Expires _____

COUNTY ATTORNEY

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this plat as to form and execution.

Dated this _____ day of _____ A.D., 2024.

 Jackson County Attorney

JACKSON COUNTY

Checked and approved as in compliance with the Jackson County Zoning Ordinance and Subdivision Regulations.

 Planning Commission, Jackson County

 County Board, Jackson County

 Township Board Chairman, Christiania Township

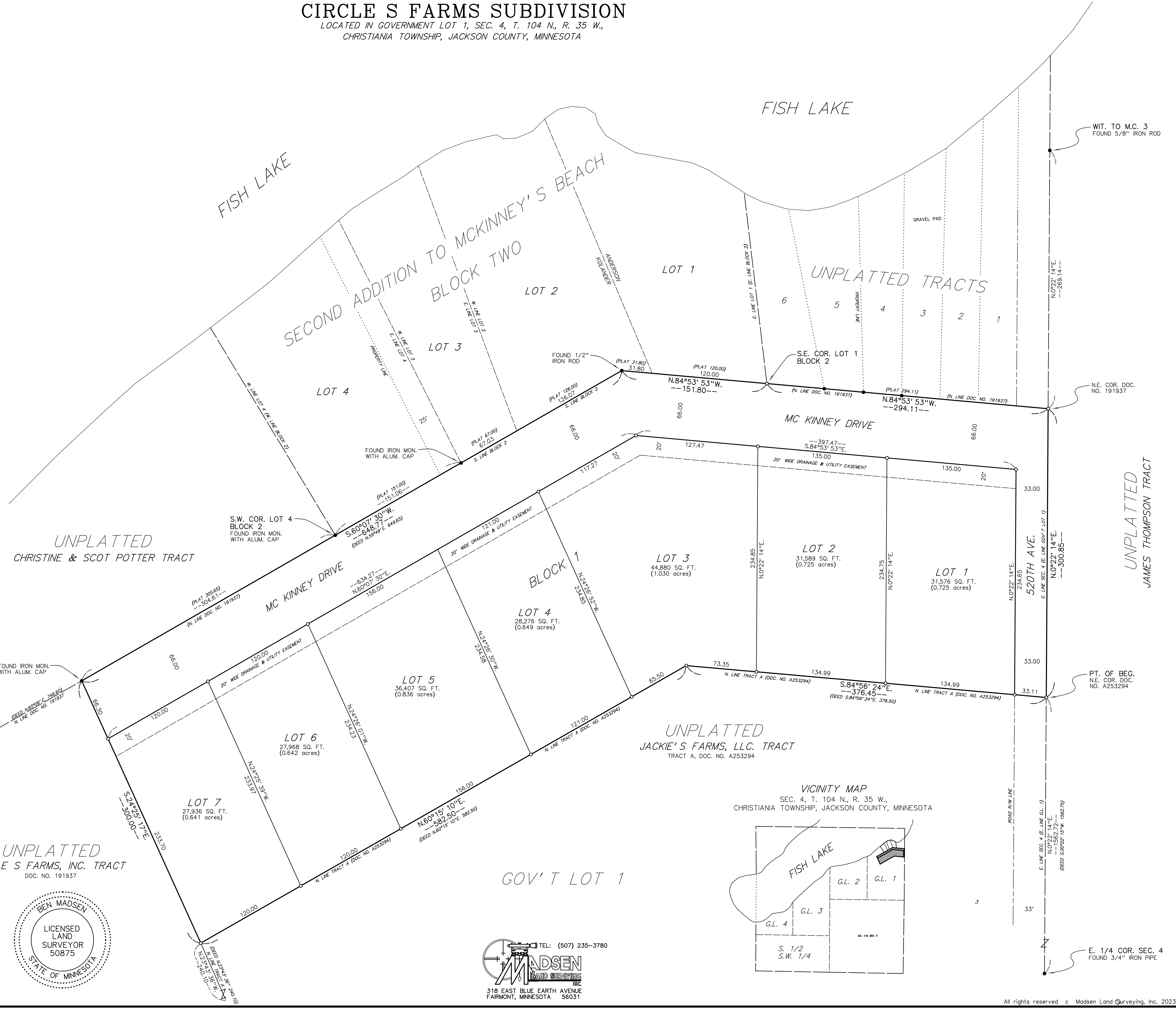
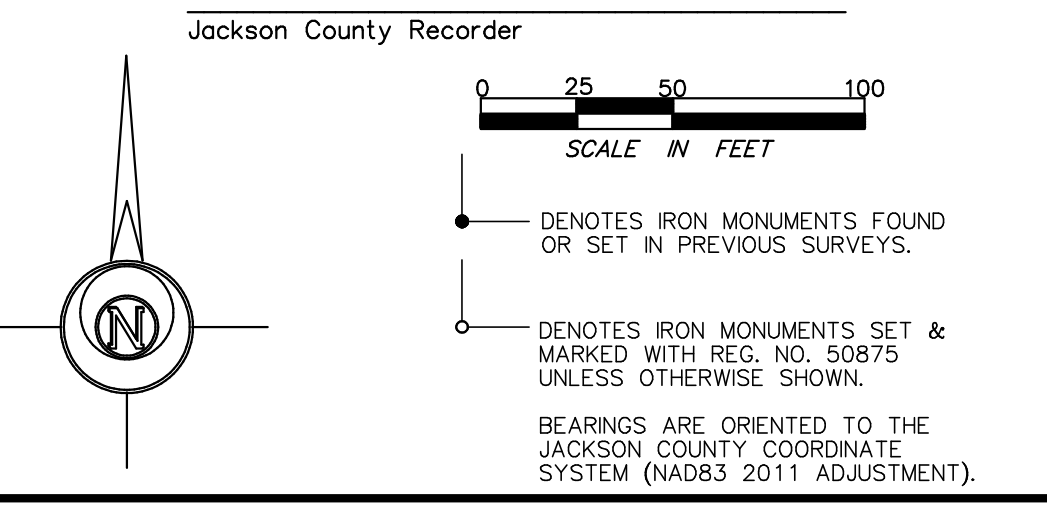
COUNTY AUDITOR / TREASURER

No delinquent taxes and transfer entered this _____ day of _____ A.D., 2024.

 Jackson County Auditor

COUNTY RECORDER

I hereby certify this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 2024, at _____ o'clock _____ M. and was duly recorded in Book _____ of _____ on page _____ Document No. _____



BEN MADSEN
 LICENSED LAND SURVEYOR
 50875

MADSEN LAND SURVEYING
 318 EAST BLUE EARTH AVENUE
 FAIRMONT, MINNESOTA 56031
 TEL: (507) 235-3780



Request for Board Action
Agenda Item No. 5.1.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 4-6min

Department: Public Works/Parks

Presenter: Jeremy Bartosh

Recommendation: Approve

Item: Resnexus Reservation System

Board Action Request:

Approve service agreement with Rexnexus to provide county ability to take on-line reservations from campers starting in 2024 camping season.

Background & Comments:

Campers from out of the area are looking for the reassurance they have a campsite when they arrive. By allowing reservations on-line people can book their stay ahead of time. Several possible providers were researched and vetted with Resnexus being the one we would like to pursue an agreement with. \$1,656.00 is the yearly rate for this service.

Attachments: Service Agreement

Fiscal Impact: IS / Parks Budgets

**** 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

Terms of Use  [Heart](#)

ResNexus Subscription

effective 5/10/2021

Please read through and sign this agreement as soon as possible

NEEDS SIGNING

Print

RESNEXUS AGREEMENT

This Subscription Agreement (the “Agreement”) is entered into on January 10, 2024, by and between Convoyant, LLC, a Utah limited liability company (the “Company”) and Jackson County Parks & Trails Supervisor (the “Subscriber”).

BY AGREEING TO THIS AGREEMENT YOU ARE SUBSCRIBING YOUR BUSINESS TO USE RESNEXUS BY CONVOYANT LLC. YOU REPRESENT THAT YOU HAVE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR ENTERPRISE. YOU ARE AGREEING TO ALL THE TERMS OF THIS AGREEMENT FOR YOUR ORGANIZATION.

Terms and Conditions

1. ResNexus - Software as a Service (SAS)

ResNexus™ is an online reservation and property management solution for hotels, inns, bed & breakfasts, RV, campgrounds and other business enterprises (hereafter, the “Software”). The Software includes browser interface, data encryption, data transmission, data access (as available), and data storage components which allow the Company to provide those services set forth in ResNexus under Settings -> Billing Information -> ResNexus Subscription (the “Services”). Subscriber is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Software, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Software.

2. Use of Proprietary Software

Subject to the terms and conditions of this Agreement, the Company grants to Subscriber a subscription to use the Services selected in “Billing Information” by accessing the Software for one property. Additional subscriptions can be purchased for additional properties. Subscriber has a non-exclusive and non-transferable subscription to use the Software. In addition, the Company agrees to provide those Services selected by the Subscriber at the prices listed in “Billing Information”. Subscriber can add or remove Services at any time by agreeing to pay for said additional Services.

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3. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Software, the Content and the Services and any Derivative Works, Underlying Works, and Work Product, along with any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Software. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Software, the Services or the Intellectual Property Rights owned by the Company. The Convoyant and ResNexus name, the Convoyant and ResNexus logo, and the product names associated with the Software are trademarks of the Company, and no right or license is granted to use them.

4. Restrictions and Policies

A. General Use.

Subscriber will not use the Software in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such.

Subscriber agrees not to transmit or permit any of its Users to transmit through the Software any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Subscriber will only use the Software for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limitation) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. Subscriber hereby agrees to defend, indemnify and hold the Company harmless against any claim or action that arises from Subscriber’s use of the Software in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein.

B. Privacy Policy and Confidentiality.

Subscriber acknowledges that the Company utilizes some of the most advanced technology for Internet security available today. When Subscriber accesses the Software, Secure Socket Layer (SSL) technology protects Subscriber’s information by using both server authentication and data encryption, ensuring that Subscriber’s data is safe, secure, and available only to registered Users in Subscriber’s organization. The Company provides each User in Subscriber’s organization with a unique username and password that must be entered the first time the User logs on. In addition, the Software and the Content are hosted in a secure server environment (the ResNexus cloud) that uses a firewall and other advanced technology to prevent interference or access from outside intruders.

C. Account Information and Data

The Company does not own any of the “Customer Data”. Subscriber agrees that it, not the Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and, except as set forth in Section 4(D), the Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. The Company reserves the right to access the Customer Data for maintenance and analysis purposes only. In the event this Agreement is terminated (other than by reason of Subscriber’s breach), the Company will make available to Subscriber an Excel spreadsheet file of the Customer Data within 30 days of termination if Subscriber so request at the time of termination. The Company reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Subscriber’s non-payment. Upon termination for cause, giving access to third parties, trying to compromise the Software, overwhelming the Software, failure to follow PCI security practices,

abusive language towards the Company or its employees, contractors, agents or representatives, failure to pay for any Services, or breach of this Agreement, Subscriber's right to access or use the Customer Data will immediately cease, and the Company shall have no obligation to maintain or forward any Customer Data to Subscriber or any third party.

D. Data Backup and Security.

Until termination of this Agreement the Company shall use reasonable efforts to protect any Customer Data behind a secure firewall system and to conduct daily offsite data backups of Customer Data.

E. General Data Protection Regulation (GDPR) and other Consumer Privacy Protection

The Company is committed to ensuring the security and protection of the personal information that we collect on behalf of the Subscriber, and is GDPR compliant with regards to breach notifications, right to access, right to be forgotten, data portability, privacy by design, and data protection officers. The Company does not own any of the "Customer Data" and acts as the Data Processor. The Subscriber agrees to assume the responsibilities of the Data Controller and to follow GDPR guidelines in regards to personal information and data security.

To assist the Subscriber to be GDPR compliant, The Company provides tools for the Subscriber to protect personal information and data by allowing the Subscriber to:

1. Notify individual guests how the Subscriber uses their personal data.
2. Notify individual guests what information is held and how it is processed.
3. Allow individual guests to correct inaccurate or incorrect personal data.
4. Allow individual guests to have their personal data deleted or removed permanently from the Subscriber's records.
5. Limit the amount of personal data shared to what is necessary to complete the transaction or purchase of direct services with the Subscriber.
6. Allow the individual guest to receive their personal data in a commonly used format and transmit that personal data to another entity.
7. Allow the individual guest to opt-out of using their personal data for direct marketing purposes or other data share scenarios not directly necessary to complete the transaction with the Subscriber.
8. Notify the individual guest if their personal data was breached within the Subscriber's system.
9. Ensures the individual guest is not subject to automated decision-making and profiling without human intervention.

The Company reserves the right to access, at the request of the individual guest, the Customer Data and remove the personal information of the individual guest. The Company reserves the right to withhold, remove and/or discard Customer Data if required to do so as per the legal requirements of the General Data Protection Regulation (GDPR). If the Subscriber has more specific questions related to The Company's GDPR compliance and the tools it provides to the Subscriber, please contact The Company's Data Protection Officer through support@resnexus.com.

F. ADA Compliance

The Company is committed to making the ResNexus online booking engine as accessible as possible to people with special needs, including those with visual, hearing, cognitive and motor impairments. The Company uses web content accessibility guidelines (WCAG) 2.1 or later. In addition, the Company recommends that the Subscriber using the ResNexus online booking engine install the UserWay widget to provide the best user experience.

The Company provides tools for the Subscriber to follow the requirements found in Title III, 28 CFR Section 36.302(e) of the American with Disabilities Act and allows the Subscriber to:

1. Modify their policies, practices, or procedures to ensure that individuals with disabilities can make reservations for accessible guest rooms or units during the same hours and in the same manner as individuals who do not need accessible rooms or units.
2. Identify and describe accessible features in guest rooms or units offered through the ResNexus online booking engine in enough detail to reasonably permit individuals with disabilities to assess independently whether a guest room or unit meets his or her accessibility needs.
3. Ensure that accessible guest rooms or units are held for use by individuals with disabilities until all other guest rooms or units of that type have been rented and the accessible room or unit requested is the only remaining room or unit of that type.
4. Reserve, upon request, accessible guest rooms/units or specific types of guest rooms/units and ensure that the guest rooms/units requested are blocked and removed from all reservations systems.
5. Guarantee that the specific accessible guest room or unit reserved through its reservation service is held for the reserving customer, regardless of whether a specific room or unit is held in response to reservations made by others..

To assist the Subscriber to be ADA compliant the Company provides a general ADA statement on the Subscribers ResNexus online booking engine.

The Subscriber agrees to assume the legal responsibilities for (a) providing accurate information, (b) enabling and using the tools provided by the Company, and (c) following the requirements of the American with Disabilities Act (ADA) on their ResNexus online booking engine and reservation system.

5. Software Access and Services Pricing

Pricing for ResNexus services is presented to the Customer prior to this agreement. ResNexus offers a lifetime pricing guarantee which states that the cost of the ResNexus property management software will not increase from the agreed upon pricing unless the following restrictions occur.

Lifetime Pricing Guarantee Restrictions are as follows:

ResNexus subscription is required and can not have gaps in payment. Lifetime pricing guarantee is limited to one property owner and is non-transferable.

Downgrading/Upgrading your edition of ResNexus and/or adding additional rooms/units after the first month's billing will reset lifetime pricing guarantee to current pricing as of that date.

6. Pictures and emails within the Software

A. All images stored in the Software are the property of the Company and are licensed only to the Company.

B. Subscriber agrees to not spam its customers through the Software. "Spam" is defined as sending emails to others without permission to email the individual and a way to unsubscribe from the Subscriber's mailing list. Subscriber shall unsubscribe any customer who via email indicates to Subscriber that they no longer wish to receive emails from Subscriber. For purposes of clarity, Subscriber will not be required to unsubscribe a customer from confirmation or operational emails. Violation of this Section 6(B) will, at the sole election of the Company, result in termination of this Agreement.

C. The Company reserves the right to suspend email activity due to abuse, server overload or any performance-based reason. Subscribers are limited to twelve (12) major emails blasts (defined as over 1000 emails sent per blast) in any given calendar year.

D. The Company in no way guarantees delivery of emails through the Software due to spam filters and other imperfect technologies.

7. Support

The Company agrees to provide telephone support to only the Subscriber Representative. Support hours are from 8 AM to 5 PM Mountain Standard Time, Monday-Friday. If the Subscriber leaves a voicemail message or emails support@resnexus.com The Company will respond to the Subscriber no later than 3 business days. Subscriber is responsible for verifying the accuracy of any changes made by Subscriber or by the Company at the request of Subscriber to the Subscriber's configuration.

The Company provides an after-hours support line for emergencies where Subscriber can leave a message which shall include a description of the facts or questions resulting in the emergency. If the Company determines, in its sole discretion from the facts and questions left by Subscriber, that the situation does rise to the level of an emergency, Subscriber will be contacted within the hour. If the Company determines, in its sole discretion from the facts and questions left by Subscriber, that the situation does not rise to the level of an emergency, Subscriber will be contacted during normal business hours of the following day.

8. Billing

Subscriber agrees to provide the Company with accurate billing information and with truthful, accurate, and complete contact information, including its company name, street address, email address, and telephone number, and to update this information within 30 days of any change to it. If the contact information Subscriber has provided is false or fraudulent, the Company reserves the right to terminate Subscriber's access to the Software immediately without any obligation to return its Customer Data.

Subscriber shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms established between Subscriber and ResNexus under Settings -> Billing Information. Subscription fees are nonrefundable whether or not the Software is used.

The Company is not responsible for any refunds during the transfer of ownership of Subscriber to a new business entity. It is the responsibility of Subscriber to update their credit card information in the Software before turning it over to new ownership. Subscriber must also notify the Company of a change of ownership of the subscription so the new entity can agree to this agreement.

9. Term and Renewal

The term of this Agreement is based on the Product billing schedule Subscriber elects: either monthly, quarterly or yearly. The Agreement automatically continues either monthly, quarterly or yearly until Subscriber adjusts or terminates the Agreement.

Subscriber can change the billing schedule upon the termination of the previous payment schedule by either contacting the Company or changing its billing setting within the Software. Refunds will not be provided for early termination by Subscriber during a billing / contract term.

Subscriber acknowledges that part of the Software and/or the Services may include services provided by third party service providers. Subscriber hereby acknowledges that the Company makes no warranties, express or implied, regarding any services provided by any such third party service provider hereunder including, without limitation, any warranties as to privacy and security of information and any statement as to support services availability

For credit card payments, Subscriber's account will be considered delinquent if its credit card company refuses, for any reason, to pay the amount billed to it and that amount remains unpaid at the beginning of the next billing cycle. The Company may at its sole discretion, terminate this Agreement if Subscriber's account is delinquent. In such event, the Company will have no obligation to maintain any Customer Data.

Subscriber agrees to immediately pay to the Company the full amount of any invoice sent by the Company to Subscriber subject to a Dispute of any kind whatsoever. Subscriber shall have the right to dispute, in good faith, any Company invoice, in part or in total. Subscriber will promptly notify the Company of any Dispute regarding any invoice, and the parties agree to use their best efforts to promptly resolve any such Dispute.

10. Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Subscriber's access to the Software if Subscriber's account becomes delinquent (falls into arrears). Subscriber agrees that it will continue to be charged for User subscriptions during any period of suspension. If Subscriber or the Company initiates termination of this Agreement, Subscriber will be obligated to pay the balance due on its account computed in accordance with the Billing section above. Subscriber agrees that the Company may charge such unpaid fees to Subscriber's credit card or otherwise bill Subscriber for such unpaid fees.

Subscriber agrees and acknowledges that the Company has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Subscriber's account is 30 days or more delinquent.

11. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. The Company represents and warrants that it will provide the Software and the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. The Subscriber represents and warrants it has not falsely identified itself nor provided any false information to gain access to the Software or the Services.

It is the Subscriber's responsibility to unsubscribe from any previous reservation systems in order to eliminate double bookings. The Company is not responsible for double bookings caused outside of the Software.

a. ResNexus shall use its commercial best efforts to provide an online booking engine for the Customer's use that complies with ADA guidelines; provided that in no event will ResNexus or its affiliates be liable for any damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, bugs if ResNexus or its representatives are advised of the possibility of such damages, losses or expenses.

b. The Customer warrants that any artwork supplied does not infringe on any copyright or trademark.

12. Passwords, Security and Confidentiality

Subscriber will choose all applicable passwords to use in connection with the Software. The Subscriber is entirely responsible for maintaining the confidentiality of its passwords and account (including, if applicable, the passwords and accounts of each User accessing the Software by means of an account established by Subscriber). Furthermore, Subscriber is entirely responsible for any and all activities that occur under Subscriber's account (including, if applicable, the accounts of each User accessing the Software by means of an account established by Subscriber), and the Subscriber shall ensure that each User will exit from its account at the end of each session. Subscriber shall notify the Company immediately of any unauthorized use of Subscriber's account (including, if applicable, the accounts of each User accessing the Software by means of an account established by Subscriber) or any other breach of security of which Subscriber is aware including, without limitation, any breach of this Section 12. The Company cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with these requirements.

The Subscriber acknowledges that during its subscription it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information and specifications owned, subscribed or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Software, the Services, and the Company's business and product processes, methods, and procedures. Subscriber agrees that it will not disclose any of the aforesaid, directly or indirectly or use any of them in any manner, either during the term of this Agreement or at any time thereafter except as required by the terms of this Agreement. Subscriber will not give out login or password information to any of the Company's competitors or to any person or entity that is not a User.

The parties hereto acknowledge and agree that the Company will suffer damages if Subscriber fails to fulfill its obligations under this Section 12 and that it would not be feasible to ascertain the extent of such damages with precision. Subscriber further acknowledges that (1) the amount of loss or damages likely to be incurred if Subscriber violates any part of this Section 12 is incapable or is difficult to precisely estimate, (2) the liquidated damages amount specified below in this Section 12 bears a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by the Company in connection with the failure by Subscriber to satisfy its obligations hereunder, and (3) the parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement in good faith and at arm's length. Accordingly, Subscriber hereby agrees that Subscriber shall pay to the Company liquidated damages in an amount equal to \$5,000 per violation of any part of this Section 12. Said sum shall constitute liquidated damages and not penalties. Subscriber's obligations to pay any liquidated damages is a continuing obligation that shall not terminate until all unpaid liquidated damages have been paid notwithstanding the fact that this Agreement may have been terminated.

13. Payment Card Industry Data Security Standard Compliance

The Software is PCI DSS compliant via external audit and is extensively audited annually. The Software strictly observes PCI security protocols including constant scanning and security testing. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment. Essentially, any business that processes credit cards should adhere to these security standards in order to protect cardholder data and fight against credit card theft. As a subscriber, Subscriber agrees to strictly adhere to all applicable laws and regulations pertaining to PCI DSS compliance. Subscriber agrees that it will maintain strict confidence in protecting sensitive customer information. The Company assumes no liability or risk associated with the intentional or unintentional misuse of PCI guidelines. This covers existing PCI laws as well as additional laws that may be added at any point in the future. Please refer to the PCI compliance guide for any additional questions at <http://pcicomplianceguide.org>

14. Termination

The Initial Term of this Agreement will be one month or one quarter or one year as determined by the Subscriber during the subscription process, commencing on the date Subscriber agrees to pay for the Service. This Agreement will automatically renew, for a term equal in duration to the Initial Term, upon the expiration of the Initial Term or any renewal term. Either party may terminate this Agreement, effective upon the expiration of the then current term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event the Subscriber terminates this Agreement, the Company will make available to the Subscriber a training resource and instruction materials how the Subscriber can export their data to an Excel file format. In addition, if the Subscriber chooses not to use the training resource and instruction materials to export their own data, the Company can make available to the Subscriber Excel files of the data within 30 days of termination if the Subscriber so requests at the time of termination. A service fee of \$99 will be charged if the Company performs the export of data on behalf of the Subscriber. Subscriber agrees and acknowledges that the Company has no obligation to retain the Subscriber Data, and may delete such Subscriber Data, more than 30 days after termination.

1. Termination for Cause

a. The Company may, in its sole discretion, terminate this Agreement immediately if any of the following should, in the Company's opinion, occur: a material breach of this Agreement by Subscriber, breach of Subscriber's payment obligations, unauthorized use of the Services or Software, or defamation of the Company products and staff, or harassment of the Company staff. Upon such termination, the Company, in its sole discretion, may terminate Subscriber's password, account or use of the Software; provided that the Company will make available to Subscriber an Excel file of the Customer Data within 30 days of termination if Subscriber so requests. Subscriber agrees and acknowledges that the Company has no obligation to retain the Customer Data, and will delete such Customer Data, if the Company terminates the Agreement under this Section 14.

15. Warranty and Disclaimer

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, THE SOFTWARE, NOR ANY CONTENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE OR SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SOFTWARE OR THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SOFTWARE OR THE SERVER(S) THAT MAKE THE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE AND THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY.

16. Internet Delays

ACCESS TO THE SOFTWARE AND TO THE COMPANY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM SUBSCRIBER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE OR THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SOFTWARE OR THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THIS SECTION SHALL NOT APPLY IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES.

18. Local Laws and Export Control

The Software, and any website through which the Software is accessed (the "Site"), provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Subscriber acknowledges and agrees that the Site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By accessing the Site, Subscriber represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Subscriber agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

The Site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

The Company makes no representation that the Software is appropriate or available for use in other locations. If Subscriber uses the Software from outside the United States of America, Switzerland and/or the European Union, Subscriber is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Software, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

19. Third Party Linking

The Company may, at its election, provide links from the Software to other World Wide Web sites or resources. Because the Company has no control over such sites and resources, Subscriber acknowledges and agrees that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Subscriber further acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

20. Mutual Indemnification

Subscriber shall indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Subscriber of Subscriber's representations and warranties; or (iii) a claim arising from the breach by Subscriber or Subscriber's Users of this Agreement, provided in any such case that the Company (a) gives written notice of the claim promptly to you; (b) gives Subscriber sole control of the defense and settlement of the claim (provided that Subscriber may not settle or defend any claim unless Subscriber unconditionally release the Company of all liability and such settlement does not affect the Company's business or Software); (c) provides to Subscriber all available information and assistance; and (d) has not compromised or settled such claim.

The Company shall indemnify and hold Subscriber and Subscriber's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Software directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by the Company of its representations or warranties; or (iii) a claim arising from breach of this Agreement by the Company; provided that Subscriber (a) promptly give written notice of the claim to the Company; (b) give the Company sole control of the defense and settlement of the claim (provided that the Company may not settle or defend any claim unless it unconditionally releases Subscriber of all liability); (c) provide to the Company all available information and assistance; and (d) have not compromised or settled such claim. The Company shall have no indemnification obligation, and Subscriber shall indemnify the Company pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Software with any of Subscriber's products, service, and hardware or business process(es).

21. Modification to Terms

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software at any time, effective upon posting of an updated version of this Agreement on the Software. You are responsible for regularly reviewing this Agreement. Continued use of the Software after any such changes shall constitute Subscriber's consent to such changes.

22. Definitions.

A. "Affiliates" means any entity which directly or indirectly controls, or is controlled by a party. The term "control" as used herein means (1) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (2) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

B. "Dispute" means any claim by Subscriber against the Company, of any kind whatsoever, valid or invalid, that reduces or potentially reduces the amount collectible from Subscriber by the Company.

C. "Content" means that series of machine instructions in human-readable form from which Object Code may be generated.

D. "Customer Data" means the data, information or material that Subscriber submits to the Company in the course of using the Software.

E. "Derivative Works" means a revision, modification, translation, abridgement, compilation, condensation or expansion of the applicable underlying work or any form in which that work may be recast, transformed or adapted, and which, if prepared without the consent of the copyright owner, would be a copyright infringement.

F. "Intellectual Property Right" means any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration thereof, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how, proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the effective date of this Agreement that is owned by the Company.

G. "Object Code" means a series of instructions in direct machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order.

H. "Person" means an individual, a partnership, a corporation, a firm, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, an estate, a labor union, a government entity or other legal entity.

I. "Subscriber Representative" means the person named from time to time by Subscriber to take all acts of Subscriber hereunder. The Company may rely on the acts of the Subscriber Representative without further inquiry or evidence of authority.

J. "Underlying Works" means all works of authorship fixed in any tangible medium of expression that: (1) had already been conceived, invented, created or acquired by the Company or a third party prior to the effective date of this Contract and that were not conceived, invented or created for Metros use or benefit in connection with this Contract; or (1) are conceived, invented, created or acquired by the Company or a third party after such effective date, but only to the extent such works of authorship do not constitute Work Product. An Underlying Work includes all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, processes, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or otherwise protectable by law.

K. "User" means each person or entity that has access to the Software, or any of the Services through the Software or the Site. No Person can or will be a User without the consent of the Company. As such, no Person shall be given access to any part of the Software or the Services with that Company consent.

L. "Work Product" means all works of authorship fixed in any tangible medium of expression (including, without limitation, computer programs), and all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, process, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, ideas, know-how, techniques, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or subject to copyright, or otherwise protectable by law, that are created, invented or conceived for the use or benefit of the Company in connection with this Agreement by any of the Company's personnel where "personnel includes employees, contractors (including, in the case of the Company, its subcontractors), agents and the like.

23. Miscellaneous

A. Except as otherwise provided in this Agreement, this Agreement, together with all exhibits, annexes and schedules hereto and thereto, sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior or contemporaneous understandings, whether written or oral are superseded by this Agreement, and all prior or contemporaneous understandings, and all related agreements and understandings are hereby terminated. This Agreement may be amended or modified, and any provisions of this Agreement may be waived, in each case upon the approval, in writing, executed by the parties hereto. No other course of dealing, custom or practice between or among any of the parties or any delay in exercising any rights pursuant to this Agreement shall operate as a waiver of any rights of any party.

B. Except as otherwise expressly provided in this Agreement, all covenants and agreements set forth in this Agreement by or on behalf of the parties shall bind and inure to the benefit of the respective successors and permitted assigns of the parties, whether so expressed or not. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other parties; provided, however, that the Company may assign a security interest in its rights, title and interest under this Agreement, including its rights to indemnification hereunder, for collateral security purposes to any lender(s) providing financing to the Company or any of its Affiliates without any additional consent or notice of the other parties hereto, and any such lender(s) may exercise all of the rights and remedies of the Company hereunder.

C. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Utah to be applied. The parties (1) designate the state and federal courts in Salt Lake City, Utah as the exclusive forum where all matters pertaining to this Agreement may be adjudicated, and (2) by the foregoing designation, consent to the exclusive jurisdiction and venue of such court for the purpose of adjudicating all matters pertaining to this Agreement.

D. All demands, notices, communications and reports provided for in this Agreement shall be in writing and shall be either sent by facsimile with confirmation to the number specified below or personally delivered or sent by reputable overnight courier service (delivery charges prepaid) to any party at the address specified below, or at such address, to the attention of such other Person, and with such other copy, as the recipient party has specified by prior written notice to the sending party pursuant to the provisions of this Section 23D.

If to the Company:

200 North 185 East
Salem, Utah 84653

If to Subscriber:

E. Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile or on the second business day after deposit with a reputable overnight courier service, as the case may be.

F. The parties may execute this Agreement in two (2) or more counterparts, including facsimile versions (no one of which need contain the signatures of all parties), each of which shall be an original and all of which together shall constitute one and the same instrument.

G. Except as otherwise expressly provided in this Agreement, this Agreement is not intended and shall not be construed to confer upon any Person other than the parties any rights, obligations or remedies hereunder.

H. Unless otherwise expressly provided or unless the context requires otherwise, (1) all references in this Agreement to Articles, Sections, Schedules, Annexes and Exhibits mean and refer to Articles, Sections, Schedules, Annexes and Exhibits of this Agreement; (2) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations; (3) words using the singular or plural number also shall include the plural and singular number, respectively; (4) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement (including the Schedules, Annexes and Exhibits hereto); (5) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Government Entity, Persons succeeding to the relevant functions of such Person); (6) masculine gender shall also include the feminine and neutral genders, and vice versa; and (7) whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

I. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, to the maximum extent permitted by law, not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

J. Each party expressly represents and warrants to each other party that such party (1) has been fully informed of the terms, contents, conditions and effects of this Agreement; (2) has relied solely and completely on its own judgment in executing this Agreement; (3) has had the opportunity to seek and has obtained the advice of counsel and other advisors, including tax advisors, before executing this Agreement; (4) has acted voluntarily and of its own free will in executing this Agreement; and (5)

is not acting under duress, whether economic or physical, in executing this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions of this Agreement.

K. The parties stipulate that the remedies at law of the parties hereto in the event of any default or threatened default by any party in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. The exercise of any remedy by any of the parties shall not be deemed an election of remedies or preclude any of the parties from exercising any other remedies in the future.

L. This Agreement is between the Company and Subscriber and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any User accessing the Software by means of an account established by Subscriber).

M. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind the Company in any respect whatsoever.

N. The Company accepts all orders for the Software in Utah and reserves the right to refuse any order for the Software for any or no reason.

O. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

Signed By

I agree to this ResNexus Subscription.

AGREE

x

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Red Carpet Professional

Customer Support

385.218.2637

support@resnexus.com



Request for Board Action
Agenda Item No. 5.2.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 5-7 min

Department: Public Works/Parks

Presenter: Tim, Jeremy

Recommendation: Approve

Item: Sandy Point New Bathroom Design/Request

Board Action Request:

Request approval to post for bids for a new family style bathroom at Sandy Point

Background & Comments:

Sandy Point has for many years been non-compliant with the MN Dept of Health since our campground has no current bathroom/shower facility on-site. In 2023, a dumpstation, septic tanks, and a drainfield were installed for future bathroom/shower building hookup. Large share of cost of project has been set aside for two consecutive years and is currently in reserves. Project is in Counties Capital Improvement Plan. This structure would also act as a storm shelter which our other four county campgrounds provide.

Attachments: Layout of proposed building and future expansion plans of Sandy Point

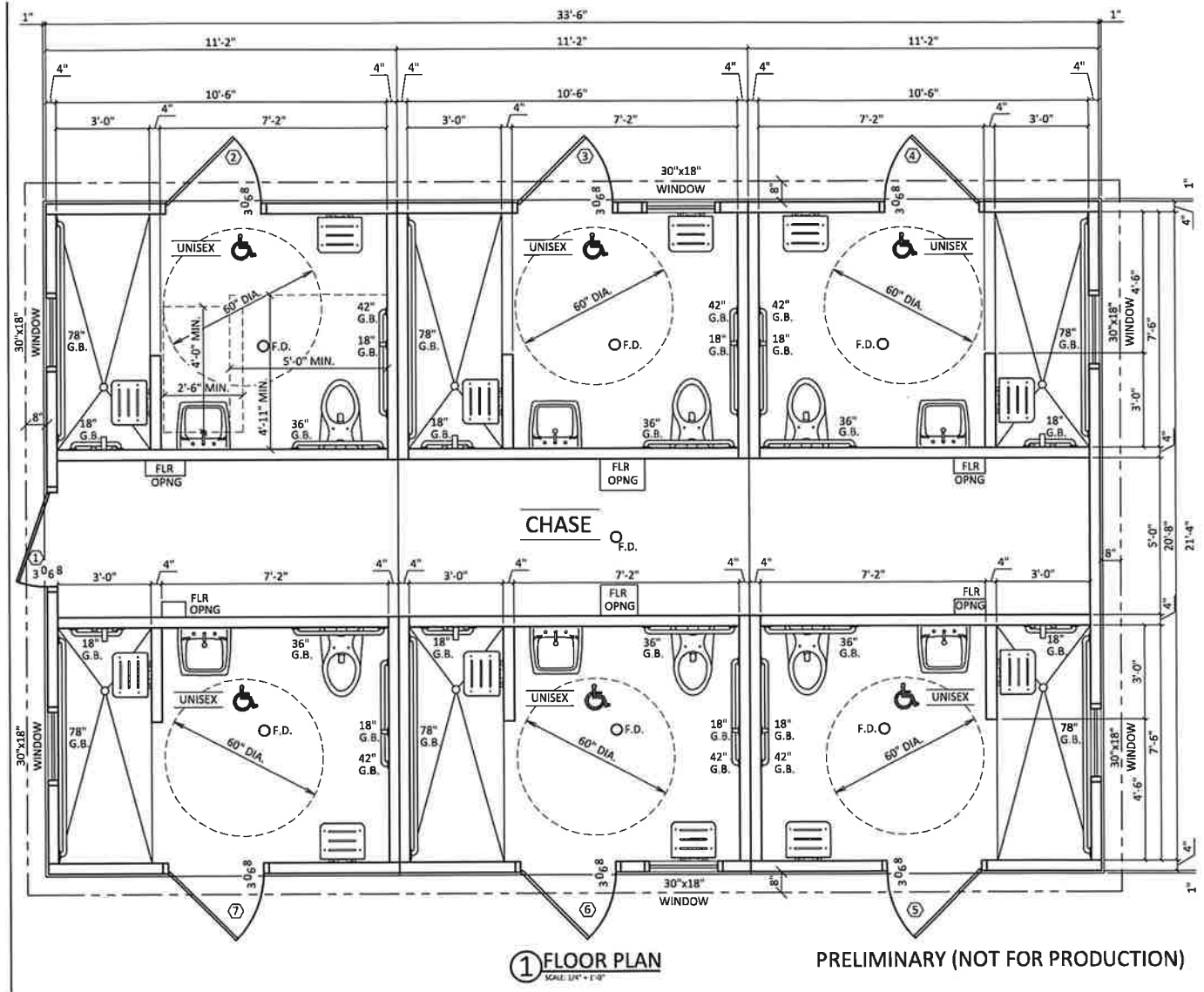
Fiscal Impact: parks budget

**** 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





Request for Board Action
Agenda Item No. 6.1.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Attorney

Presenter: Kristi Meyeraan

Recommendation: Approve

Item: Victim/Witness Coordinator for the County Attorney's Office

Board Action Request:

Approve posting and hiring a full-time Victim/Witness Coordinator

Background & Comments:

The Jackson County Attorney's Office is requesting to post and fill a full-time Victim/Witness Coordinator position. This would be a new full-time position. The County Attorney's Office has seen an increase in the need for victim services in our cases.

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



Request for Board Action
Agenda Item No. 7.1.

Requested Board Date: 01/16/2024

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Heron Lake Watershed District Manager Board Appointment

Board Action Request:

Appoint one individual to the Heron Lake Watershed District Board for a three-year term effective February 25, 2024.

Background & Comments:

Pursuant to M.S. 103D.311, the Jackson County Board of Commissioners makes appointments of Jackson County members on the HLWD Board of Managers. Jason Freking's term on the Board expires on February 24, 2024. Pursuant to M.S. 103D.311, individuals who are a voting resident of the HLWD in Jackson County and are not a public officer of the county, state or federal government (note: soil & water conservation district supervisor may be a manager) are eligible to serve on the watershed board.

Two individuals, Jason Freking and Phillip Kruger, submitted letters of interest to serve on the watershed board for Jackson County.

Attachments: Legal advertisement, letters of interest submitted

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

PUBLIC NOTICE
APPOINTMENT TO HERON LAKE WATERSHED DISTRICT
BOARD OF MANAGERS

Pursuant to M.S. 103D.311, notice is hereby given that the term of Jason Freking, as a member of the Heron Lake Watershed District (HLWD) Board of Managers, will expire on February 24, 2024. The Jackson County Board of Commissioners will consider making an appointment at their regular meeting scheduled for January 16, 2024. Pursuant to M.S. 103D.311, individuals who are a voting resident of the HLWD in Jackson County, are not a public officer of the county, state or federal government (note: soil & water conservation district supervisor may be a manager) and are interested in being appointed to serve as a HLWD Manager, may submit a letter of interest and your name, address and phone number to the Jackson County Administrator, 405 4th Street, Jackson, MN 56143, or to County.Administrator@co.jackson.mn.us on or before **January 11, 2024 at 4:30 p.m.** Additional information can be obtained from the Jackson County Administrator at 507-847-4182.

Ryan Krosch
Jackson County Administrator



Ryan Krosch <ryan.krosch@co.jackson.mn.us>

Heron Lake Watershed Appointment

Jason Freking <jason.235@live.com>

Fri, Jan 5, 2024 at 2:08 PM

To: "County.Administrator@co.jackson.mn.us" <County.Administrator@co.jackson.mn.us>

Dear Jackson County Administrator,

I am writing to express my interest in being reappointed as a manager of the Heron Lake Watershed District. I have been honored to have been a manager for the last 3 years and hope to be able to continue doing so. It has been a challenging position with many things still to do. Thank you for your consideration.

Jason Freking

36342 920th St

Heron Lake, Mn 56137

507-360-7761

jason.235@live.com



Ryan Krosch <ryan.krosch@co.jackson.mn.us>

HLWD Manager

plkruger@frontiernet.net <plkruger@frontiernet.net>

Mon, Jan 8, 2024 at 6:42 PM

To: "county.administrator@co.jackson.mn.us" <county.administrator@co.jackson.mn.us>

Greetings

My name is Phillip Kruger. I reside at [46400 820th St., Lakefield, MN 56150](#). Phone Number is 507-840-1069.

I am asking to be appointed to the HLWD Board of Managers. I have been attending the HLWD meetings for the last several years. I am currently a member of the HLWD Advisory committee.

I have been a General contractor in Jackson Co for 30 years and have employed and trained several young men and women over this time. I also have been involved in farming of crops and livestock the past 15 years. I have served on my church boards for 15 years.

I would like to promote the HLWD mission [To Protect and Improve the water resources within its boundaries by supporting watershed residents through the use of education and financial programs.]

Please consider me for this position.

Sincerely,

Phillip Kruger.



Request for Board Action
Agenda Item No. 2.1.

Requested Board Date: 01/16/2024

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: _____

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of January 2, 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
January 2, 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 January 2, 2024

Jackson County Drainage Authority Present

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

Others Present

Drainage Coordinator Kelly Rasche, County Administrator Ryan Krosch

CALL TO ORDER

Drainage Authority Board Chair Don Wachal called the meeting order at 9:50 a.m.

1.1 **Motion was made by Commissioner Nasby and seconded by Commissioner McClure** 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 December 19, 2023
- 2.2 Resolution – Appoint Joint Board Commissioners for Jackson/Cottonwood Joint Drainage Systems
- 2.3 Resolution – Appoint Joint Board Commissioners for Jackson/Martin Joint Drainage Systems
- 2.4 Resolution – Appoint Joint Board Commissioners for Jackson/Nobles Joint Drainage Systems
- 2.5 Board Action – Judicial Ditch 13 Bid Package 4 Pay Request #9 Dirt Merchant Inc. LLC

ADJOURN

Motion was made by Commissioner Wachal and seconded by Commissioner Eigenberg to adjourn the meeting at 10:00 a.m. The motion carried unanimously.

Approved this ___ day of _____ 2024

JACKSON COUNTY DRAINAGE AUTHORITY

Don Wachal Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer