



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

Tuesday, February 3, 2026 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
- 9:01 a.m. Consent Agenda
- 2.1. Board Action – Approve January 20th, 2026 Board of Commissioner Regular Meeting Minutes
 - 2.2. Board Action – Approve Claims
 - 2.3. Board Action – Out of State Travel – Public Works
 - 2.4. Board Action – Out of State Travel – County Attorney
 - 2.5. Board Action – Ratification of 3 yr. MCAPS Support Contract Renewal
 - 2.6. Board Action – Liquor License Renewal
 - 2.7. Board Action – Law Enforcement Labor Services, Inc. Local No. 53 - Non-Supervisor's Unit Labor Agreement
- 9:02 a.m. Public Works/Parks, Dave Macek
- 3.1. Board Action – 2026 Drainage Maintenance Accounts Budgets
- Unscheduled County Administrator, Ryan Krosch
- 4.1. Board Action – Cottonwood Jackson CEO Program Investor Request
- 9:30 a.m. Citizen/Stakeholder/Organization
- 5.1. Minnesota Rural Electric Association discussion on nuclear power moratorium
- Unscheduled Committee and Board Reports
- Unscheduled County Administrator, Ryan Krosch
- 6.1. Resolution – Repeal of Minnesota's Moratorium on Nuclear Energy Production

Adjourn Commissioners' Meeting

Unscheduled

Call the Drainage Authority Meeting to Order

1.1. Adoption of Agenda

Consent Agenda

2.1. Board Action – Approve January 20th, 2026 Drainage Authority
Regular Meeting Minutes

Unscheduled

Adjourn Drainage Authority Meeting

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA

January 20, 2026

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 20, 2026. The following members of the Jackson County Board of Commissioners were present: Roger Pohlman, Phil Nasby, Don Wachal, Kent Bargfrede, and Larry Liepold. County Administrator, Ryan Krosch, County Attorney, Kristi Meyeraan, and Assistant to the Administrator, Brandi Bourquin were also in attendance.

CALL TO ORDER

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

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

NEW EMPLOYEE INTRODUCTIONS

Jail Administrator, Brandon Hendrickson introduced new Jailer Dispatchers Delaney DeGroot and Luis Roman.

CONSENT AGENDA

Motion was made by Commissioner Pohlman and seconded by Commissioner Nasby to approve the following Consent Agenda items with correction to agenda item 3.6. Barb Bakalyar (Commissioner District 1):

Board Action 26-011 – Approve January 6, 2026 Board of Commissioner Regular Meeting Minutes.

Board Action 26-012 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 112694-112827 in the amount of \$1,206,756.35 for the following funds: Revenue, \$351,351.11; Public Works, \$229,493.44; Opioid Settlement, \$81,760.00; Ditch, \$13,681.62; Insurance Trust, \$371,535.00; Revolving Loan, \$2,635.82; Agency, \$4,057.50; Library, \$25,230.21; Taxes & Penalties, \$126,949.85; Forfeited Land, \$47.65; and Tax Increment Financing (TIF), \$14.15. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
MCIT	371,535.00
Midwest Contracting LLC	112,729.29
Jackson County Historical Society	56,000.00
M C C C Mi 33	52,140.88
Jackson County Agricultural Society	45,000.00
Jackson Co Central School District 2895	40,949.15
Duininck, Inc.	36,939.49
Lakefield/City Of	33,319.30
Jackson Volunteer Ambulance	29,500.00
Plum Creek Library System	27,585.00
Jackson/City Of	24,215.92
New Life Treatment Center Inc	24,000.00
R.A.Y.S. UNLIMITED	24,000.00
New Century FS	22,273.35
Trimin Systems Inc	21,947.00
Waste Management	18,729.55
Paape Distributing Co.	15,555.00
DVHHS	15,000.00
Jackson Co Auditor-Treasurer	15,000.00
Ziegler Inc.	13,774.07
County of Cottonwood	10,760.00

ISG	6,951.32
Heron Lake Ambulance	6,500.00
Jackson Food Shelf, Inc	6,500.00
Pro-West & Assoc., Inc	6,200.00
Heron Lake - Okabena School Isd 330	6,020.90
Mn Dept Of Transportation	5,943.07
PETERSON/THOMAS C.	5,923.10
Marsden Bldg Maintenance LLC	5,816.92
Mn Sheriffs Assn	5,646.48
Federated Rural Electric Association	5,625.48
Windom Area Schools	5,362.52
Erickson Engineering Co LLC	5,012.50
Reinbows Inc Of Windom Minnesota	5,000.00
Southwest Crisis Center	5,000.00
Bockett Building Supplies Inc.	4,684.65
Jackson Soil & Water Conservation Dist.	4,581.02
Mt Lake Public School District 173	4,529.42
Staples Oil Company, Inc	3,943.93
Treasury Division Of Mn Dept Of Finance	3,839.15
ResNexus	3,768.00
Dell Marketing L P	3,638.28
Stonebrooke Engineering, Inc	3,515.89
Maximus Inc	3,500.00
Sanford Health - Sioux Falls	3,275.25
Southwest Regional Development Comm	3,145.15
Rural Minnesota Energy Board	3,000.00
Red Rock Rural Water Systems	2,949.53
The Minnesota Transportation Alliance	2,896.00
Sw Mn Workforce Council	2,730.00
Verizon Wireless	2,455.85
Mn Dept Of Health	2,378.00
KLJ Engineering LLC	2,347.50
Amazon Capital Services	2,246.05
Minnesota State Colleges & Universities	2,000.00
Total Claims Over \$2000	1,157,878.96
90 Claims Under \$2000	48,877.39
Total Submitted to Board	1,206,756.35

Resolution 26-006 – Approve reappointing Dustin Hunter as the Jackson County Veterans Service Officer.

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 26-006

REAPPOINTING THE JACKSON COUNTY VETERANS SERVICE OFFICER

Whereas, Minnesota Statute 197.60 states the county board of any county shall appoint a county veterans service officer (CVSO) that is qualified under Minnesota Statute 197.601; and

Whereas, the term of the appointment shall be for four years; and

Whereas, incumbent CVSO Dustin Hunter will be completing his current four-year term on February 20, 2026; and

Whereas, Mr. Hunter has satisfactorily completed the duties and responsibilities of the CVSO position during his current term.

Now, Therefore, Be It Resolved, the Jackson County Board of Commissioners approves the reappointment of Dustin Hunter as the Jackson County CVSO effective February 21, 2026.

Board Action 26-013 – Approve final payment to Midwest Contracting,LLC.

Board Action 26-014 – Approve reappointment of Angela Hinkeldey and Curt Chergosky to the Jackson County Extension Committee for three-year terms effective January 1, 2026.

Board Action 26-015 – Approve appointment of Barb Bakalyar (Commissioner District 1) and re-appointment of Kristy Thurmer (Commissioner District 4) to the Jackson County Library Board for three-year terms effective January 1, 2026.

Board Action 26-016 – Approve personal/professional service agreement between FSN (Family Service Network) and Jackson County Probation.

Board Action 26-017 – Approve Retailer’s License for Sale of Tobacco for Jackson Tobacco LLC effective January 20, 2026 to December 31, 2026.

The motion carried unanimously.

COUNTY ADMINISTRATOR

Motion was made by Commissioner Bargfrede and seconded by Commissioner Pohlman to adopt Board Action 26-018 – Approve scheduling a special meeting on February 17, 2026 at the Jackson Library at 10:00 a.m. to take public comment on the deer hunting shotgun zone repeal. The motion carried unanimously.

Chair Wachal tabled Resolution 26-005 – Approve Urging Repeal of Minnesota's Moratorium on Nuclear Energy Production.

BOARD REPORTS

Commissioner Pohlman reported on meetings/events involving the DVHHS and PrimeWest

Commissioner Nasby reported on meetings/events involving DVHHS, NextEra, Friends of the Jackson County Trails, Opioid Advisory Council, Explore SW MN, ElevaCare, Behavioral Health Task Force, and Des Moines River Watershed Planning Partnership Policy Committee.

Commissioner Wachal reported on meetings/events involving NextEra, PrimeWest, MCIT, Labor Relations & Personnel Committee, and ElevaCare.

Commissioner Liepold reported on meetings/events involving DVHHS and District 8 Land Use & Environment Advisory Task Force.

Commissioner Bargfrede reported on meetings/events involving DVHHS, Labor Relations & Personnel Committee, and Fair Board.

CLOSED SESSION

Motion was made by Commissioner Pohlman and seconded by Commissioner Bargfrede to close the meeting at 9:38 a.m. as permitted by Minnesota State Statute 13D.03 for the purpose of discussing labor negotiation strategies. Those participating in the closed session were all five county board members, County Administrator Ryan Krosch, and Assistant to the Administrator Brandi Bourquin. The motion carried unanimously.

Motion was made by Commissioner Nasby and seconded by Commissioner Bargfrede to reopen the regular meeting at 9:54 a.m. The motion carried unanimously.

COUNTY ADMINISTRATOR

Motion was made by Commissioner Bargfrede and seconded by Commissioner Wachal to adopt Board Action 26-019 – Approve Law Enforcement Labor Services, Inc. Local No. 233 - Supervisor's Unit Labor Agreement as presented effective January 1, 2026 to December 31, 2027. The motion carried unanimously.

ADJOURN

Chair Wachal adjourned the meeting at 9:56 a.m.

JACKSON COUNTY BOARD OF COMMISSIONERS

Board Chair

ATTEST:

Ryan Krosch, County Administrator



Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 02/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Out of State Travel

Board Action Request:

Approve out of state travel for trainings

Background & Comments:

Etnyre oil distributor training, Oregon IL (Mar. 25-27, 2026) - Tanner McClain, Brock Schuett

-\$1650.00

ATSSA Sign Conference, Fargo ND (Mar. 16-18, 2026) - Steve Hertz, Josh Bretzman, Cole Rossow

-\$1860.00

Northland Class A CDL training, Mason City IA (Feb. 17-19, 2026) - Gavin Hendrickson

-\$1095.00

Attachments: _____

Fiscal Impact: Budgeted in 2026 Public works 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



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 02/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Attorney

Presenter: Kristi Meyeraan

Recommendation: Approve

Item: Out of State Travel

Board Action Request:

Approve out of state travel to Dallas, TX for Kristi Meyeraan and Carrie Schuller to attend CCAW

Background & Comments:

I recently attended a domestic violence training where the presenter recommended that I attend the Crimes Against Women Conference. The 2026 Conference is being held May 17-21 in Dallas, TX.

As I was looking at the Conference website, I saw that they had scholarship opportunities available for teams of two who work collaboratively in different roles. I applied for the scholarship for Carrie and myself to attend, and we were recently notified that we were awarded the scholarship.

The scholarship includes registration and full hotel stay for the 4 day conference in Dallas, Texas (value is around \$4,000). Airfare to the conference is not covered. I am asking for reimbursement for both of us for airfare and the cost of meals that are not provided during the conference. Thank you.

More information about the conference can be obtained at www.conferenceccaw.org

Attachments: email awarding scholarship and conference info

Fiscal Impact: \$2,000

**** 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



Kristi Meyeraan <kristi.meyeraan@co.jackson.mn.us>

Congratulations! Scholarship Award – 2026 CCAW

1 message

Megan Smith <msmith@conferencecaw.org>

Thu, Jan 22, 2026 at 1:08 PM

To: "kristi.meyeraan@co.jackson.mn.us" <kristi.meyeraan@co.jackson.mn.us>, "carrie.schuller@co.jackson.mn.us" <carrie.schuller@co.jackson.mn.us>

Good afternoon,

Congratulations! We are pleased to inform you that your application to attend the 2026 *Conference on Crimes Against Women* under the Nancy Ann Hunt Foundation Scholarship has been accepted, and your team of two has been awarded.

This scholarship covers conference registration and a hotel room for both team members. Travel expenses are not covered.

Next Step

Both team members must register individually for the conference by February 6, 2026.

Please click the registration link below and enter the custom discount code: **NAH26**

<https://cvent.me/byq2nE>

Conference Details

What: 2026 CCAW

When: May 18–21, 2026

Where: Sheraton Dallas Hotel
400 Olive St
Dallas, TX 75201

Hotel Reservation

Each team member will receive their **own hotel room**. Hotel accommodations will be provided for **Sunday, May 17 (check-in) through Thursday, May 21 (check-out)**. Additional hotel details will be emailed in the coming months. **Please do not book your own hotel room.**

Please reply by Friday, January 30 to confirm receipt of this message and your participation. All future communications will be sent via email, so be sure to check your inbox!

Best regards,

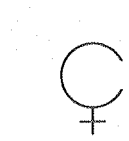
MEGAN SMITH

Operations Manager

214.389.7772 | 2023 Lucas Dr. | Dallas, Texas 75219

ConferenceCAW.org | InstituteCCR.org | TrainingCAW.org | ConferenceCAW.org/Podcast





Drawing 3,000 annually, CCAW is the only conference that addresses ALL crimes against women with a multidisciplinary focus that encourages a coordinated community response.

DATE

PRICING

LOCATION

Monday, May 18, 2026
through Thursday, May 21, 2026

Early Bird Price (Register until March
1): **\$625**

The Conference will be held at the
Sheraton Downtown Dallas

Full Price (Register from March 2nd-
May 18th): **\$675.00**

Sheraton Dallas Hotel
400 North Olive Street
Dallas, TX 75201

After May 18th: **\$750.00**

Groups of 5 or more get \$25 off per



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 02/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Information Systems

Presenter: Dennis Fields

Recommendation: Approve

Item: Ratification of 3 yr MCAPS Support Contract Renewal

Board Action Request:

Approve/Ratify the 3 year renewal of the MnCCC Contract with Strategic Technologies Inc.

Background & Comments:

This renewal is to extend the maintenance and support agreement for the MnCCC County Attorney's Program (MCAPPS) through 2029. The Jackson County Attorney's Office uses this program to track case information and data.

The original contract was executed in 2017 to cover 2018-2022. It was renewed in 2022 to cover 2023-2025.

Attachments: Ratification Statement and Fully Executed Contract Renewal (2026-2029)

Fiscal Impact: Varies per year

**** 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

Renewal Agreement

Pursuant to Article VII.A.2, the parties hereby enter into this Agreement to Renew with the following terms. Except for the terms stated herein, all terms of the original agreement and its attachments shall remain in effect.

- A. Term of Agreement.** The term of this Agreement shall be 3 years, from January 1, 2026, through December 31, 2028.
- B. Development Hours.** Enhancements and Modernization activities shall be accomplished through the use of Development Hours, with priority given to Modernization of software infrastructure projects. The Executive Committee shall authorize the use of Development Hours for projects, unless they otherwise delegate that authority.
- C. Support Hours.** If the total support hours in any quarter exceeds one-quarter of the total support hours, STI will be compensated for the additional hours on a time and materials basis in quarter-hour increments computed at the hourly rate for billable work for that year. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Development Hours. If the total support hours in any quarter is less than one-quarter of the total support hours, MnCCC will receive an hour-for-hour credit up to 20% of the quarterly support hours, rounded up to the next whole hour. These hours will be banked and may be used toward future support overages, converted to Development Hours, or the value at the hourly rate for billable work for the year in which they were accumulated may be applied to reduce the first quarter support payment in the following year.
- D. Attorney Count.** The attorney count for each year shall be based on the survey count from the preceding year.
- E. Fee Schedule.** The parties agree to the following fee schedule during the term of this Agreement, which may be further modified by mutual written agreement of the parties at any time during the term of the agreement:

2026 - Hourly Rate for Billable Work: \$207.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$487,625.00	\$121,906.25	2,350	1,600	400	750
140-189	\$498,000.00	\$124,500.00	2,400	1,600	400	800
190-239	\$512,110.00	\$128,027.50	2,468	1,648	412	820
240-289	\$563,155.00	\$140,788.75	2,714	1,808	452	906
300-339	\$598,845.00	\$149,711.25	2,886	1,924	481	962

2027 - Hourly Rate for Billable Work: \$212.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$499,375.00	\$124,843.75	2,350	1,600	400	750
140-189	\$510,000.00	\$127,500.00	2,400	1,600	400	800
190-239	\$524,450.00	\$131,112.50	2,468	1,648	412	820
240-289	\$576,724.00	\$144,181.00	2,714	1,808	452	906
300-339	\$613,275.00	\$153,318.75	2,886	1,924	481	962

2028 - Hourly Rate for Billable Work: \$217.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$511,125.00	\$127,781.25	2,350	1,600	400	750
140-189	\$522,000.00	\$130,500.00	2,400	1,600	400	800
190-239	\$536,790.00	\$134,197.50	2,468	1,648	412	820
240-289	\$590,295.00	\$147,573.75	2,714	1,808	452	906
300-339	\$624,705.00	\$156,176.25	2,886	1,924	481	962

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

STRATEGIC TECHNOLOGIES INC.

By: Carl J. Thelen
 Title: President
 Date: 5/7/2025

MnCCC

By: Jolynn Moran
 Title: Board Chair
 Date: _____

By: [Signature]
 Title: Executive Director
 Date: June 4, 2025

By: Natalie Schijf
 Title: User Group Chair
 Date: 6/4/25

TO: County Attorney (MCAPS) User Group

FROM: Lisa Christine Meredith, Executive Director
651-401-4201, lisa@mncccc.gov

DATE: July 17, 2025

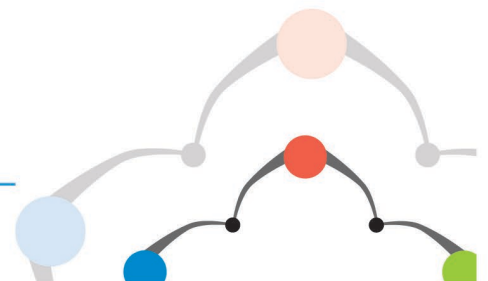
SUBJECT: Board Ratification required for Strategic Technologies Contract Renewal for MCAPS

Attached please find a copy of the fully executed Maintenance & Support Renewal Contract with Strategic Technologies Inc (STI) for MCAPS. The MnCCC County Attorney (MCAPS) User Group has approved the contract as well as the MnCCC Board. Your county or agency will now need your Board to approve and sign, then a copy should be returned to MnCCC at the following:

MnCCC
Lisa C. Meredith
100 Empire Drive Suite 201
Saint Paul, MN 55103

-or- via scan and email at lisa@mncccc.gov

Please complete and return your Board Ratification no later than Friday, September 12, 2025. If you need any assistance, please feel free to contact me. Thank you!



BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE and STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2026 through December 31, 2028. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

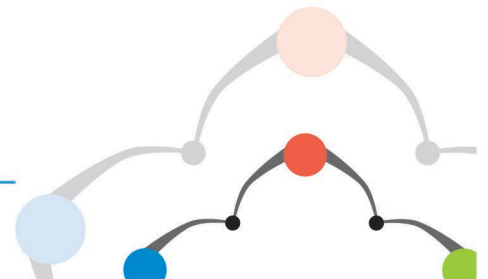
Signed: _____

Name: _____

Title: _____

Date: _____

Please sign and return to Lisa@mnccc.gov. Thank you.





Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 02/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Stephanie Kaderabek

Recommendation: Approve

Item: Liquor License Renewal

Board Action Request:

Approve annual renewal of Liquor, Wine, or 3.2% Licenses expiring March 31, 2026 for FR2 LLC (Jackson Motorplex), Round Lake Vineyards & Winery LLC, Bergen Bar & Grill, Inc. Hi Lo Club and Loon Lake Golf, LLC. The licenses will be effective April 1, 2026 to March 31, 2027

Background & Comments:

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. 2.7.

Requested Board Date: 02/03/2026

Agenda Type: Regular

Estimated Time: 2 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Law Enforcement Labor Services, Inc. Local No. 53 - Non-Supervisor's Unit Labor Agreement

Board Action Request:

Approve Law Enforcement Labor Services, Inc. Local No. 53 - Non-Supervisor's Unit Labor Agreement as presented effective January 1, 2026 to December 31, 2027.

Background & Comments:

The County Labor Negotiations Committee and Law Enforcement Labor Services, Inc. (LELS) Local No. 233 - Supervisor's Unit in the Sheriff's Office have reached a tentative agreement for a new labor agreement effective January 1, 2026 to December 31, 2027.

Attachments: Labor Agreement

Fiscal Impact: Salary increases for 2026 are in the 2026 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



AGREEMENT
BETWEEN
COUNTY OF JACKSON
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 53)

January 1, 2026 to December 31, 2027

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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1. This Agreement (hereinafter referred to as Agreement) is entered into between Jackson County, Minnesota (Employer), and Law Enforcement Labor Services, Incorporated (LELS). Both parties, through this Agreement, agree to continue their dedication to the highest quality of public service. In furtherance of that goal, the parties express that the intent and purpose of this Agreement is to:
 - A. Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment and to specify the duration of this Agreement;
 - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement;
 - C. Specify the full and complete understanding of the parties; and,
 - D. Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.

ARTICLE 2. RECOGNITION

- 2.1. Employer recognizes LELS as the exclusive representative, under Minnesota Statutes, Sec. 179A.12, for a unit described as follows: All essential employees employed by the Jackson County Sheriff's Office, Jackson, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year excluding supervisory and confidential employees.
- 2.2. In the event the Employer and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1. LELS: Law Enforcement Labor Services, Incorporated.
- 3.2. Employer: Jackson County and its authorized representatives including the Jackson County Sheriff.
- 3.3. Employee: A member of the exclusively recognized bargaining unit as defined in Article 2, Section 2.1 herein.
- 3.4. Permanent Employee: A member of the exclusively recognized bargaining unit who has completed the required probationary period.
- 3.5. Seniority: Length of compensated continuous service with Employer from last date of hire.
- 3.6. Continuous Service: Full-time service from most recent date of hire, including approved leaves of absence and periods of layoffs if return from layoff was upon recall, as established by the Employer.
- 3.7. Days: Unless otherwise indicated, means calendar days.

- 3.8. Lay-Off: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.9. Promotion: A change of an employee from a position in one job classification to a position in another job classification within the bargaining unit with more responsible duties and higher compensation.
- 3.10. Transfer: A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.11. Probationary Period: The first two thousand and eight (2080) hours of service for an employee, inclusive of paid leave, excluding all overtime hours.
- 3.12. Base Pay Rate: The employee's hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowances. Base pay rate is calculated on an annual work schedule of fifty-two (52) forty (40) hour weeks, totaling two thousand and eighty (2,080) hours.
- 3.13. Emergency: A crisis situation or condition which may be reasonably, expected to endanger life or property as defined by the County of Jackson.
- 3.14. Office: The Jackson County Sheriff's Office.
- 3.15. Sheriff: The Law Enforcement Representative of the Employer.
- 3.16. Pyramiding: The payment of more than one (1) form of compensation for the same hour of work.
- 3.17. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

ARTICLE 4. UNION SECURITY

- 4.1. In recognition of LELS as the exclusive Representative:
 - A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by LELS, from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and LELS; and
 - B. The Employer shall remit such deductions monthly to the appropriate designated officer of LELS with a list of the names of the employees from whose wage's deductions were made; and
 - C. LELS shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.2. LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under all provisions of

this Article, and under provisions of Minnesota Statute, Section 179A.06, subdivision 3, relating to "fair share."

- 4.3. LELS may designate no more than two (2) employees from the bargaining unit to act as steward and shall, within five (5) days of such designation, certify to the employer in writing of such choice, and the designation of successors to a former steward.
 - A. The Employer agrees to recognize any steward certified by LELS as provided in this Section subject to the following stipulations:
 1. LELS may designate an employee from the bargaining unit to act as representative and shall inform the Employer of such choice and of any changes in designation in writing.
 2. The steward and other LELS officers who are County employees shall not leave their work stations without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Permission to leave a work station for union business will be limited to the investigation and presentation of grievances.
 3. The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval of the Employer and without pay, for the purpose of conducting LELS business when such time off will not unduly interfere with the operations of the department.
 - B. Non-employee representatives of LELS previously certified to the Employer as provided herein, shall be permitted to come on the premises of the employer for the purpose of investigating grievances provided the LELS representative does not interfere with the work of employees. LELS agrees there shall not be solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other LELS activities on the employee's work time.
- 4.4. The Employer agrees not to enter into any agreement with employees, individually or collectively, or with any other organization; concerning the terms and conditions of employment for employees in the bargaining unit covered by this Agreement, which in any way conflicts with the provisions of this Agreement.
- 4.5. The Employer agrees to provide electronic copies of work rules and regulations to employees.
- 4.6. The Employer agrees to make space available in the Law Enforcement Center on a bulletin board for the posting of union notice(s).
- 4.7. The Employer agrees to post all promotional opportunities within the department and to publish the method by which promotions shall be made within the department, such notices to be posted at least fourteen (14) days prior to filling the position.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Jackson County Sheriff's Office in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the office, to determine the methods, means, organization and number of personnel by which such operations and services are being conducted; to assign and transfer employees; to schedule working hours and to assign overtime as equally as practicable; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons, to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:
- A. Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities.
 - B. Take whatever actions may be necessary to carry out the missions of the County in emergencies.
 - C. Any terms and conditions of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to establish, modify, implement and/or eliminate.

ARTICLE 6. SENIORITY

- 6.1. The Sheriff may establish seniority lists structured by work in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:
- A. Be based upon the total length of compensated continuous employment from the most recent date of hire
 - B. Be updated annually and posted in the Sheriff's office with a copy available to LELS Representatives upon request.
 - C. Provide that when an employee, upon recommendation of the Sheriff and approval of the County Board of Commissioners, takes a leave of absence from employment, having fulfilled all terms and conditions of the leave of absence as established by the Employer, such employee shall be entitled to credit for all seniority accrued as of the time the leave commenced.
- 6.2. The word "layoff" shall mean a reduction in the working force due to circumstances determined by the Employer to necessitate such a reduction. In the event of layoff, employees with the least seniority, in the affected classification, shall be laid off first; provided, however, that an employee may bump back into a lower classification provided the employee has greater seniority and is qualified to perform all of the work of the lower classification remaining to be done. In the event of rehire, the last employee laid off shall be the first rehired, providing the employee is qualified to perform the work assignments.
- 6.3. Employees on layoff shall retain recall rights for a period of one (1) year from date of layoff. Notice of recall shall be in writing, sent by registered mail to the last known address of the employee. In the event an employee does not return to work within fourteen (14)

days after the date of recall, or on any other date mutually acceptable to the employee and Employer, the employee shall be automatically terminated from employment.

ARTICLE 7. OUTSIDE EMPLOYMENT

- 7.1. An employee may accept outside employment during the employee's off duty hours, provided such employment is not illegal and would not bring discredit to the employee's position or to the Employer.
- 7.2. Outside work is to be regarded as secondary to regular County employment and shall not interfere with the availability of employee for emergency or call-in duty during their regular work period.
- 7.3. The use of County property (e.g., uniforms, weapons, vehicles, etc.) shall not be allowed to be used if an employee accepts outside employment.
- 7.4. Non-County work which could create a conflict of interest with the County Government will not be allowed, and decisions on such matters shall be left to the Sheriff with assistance from the County Board. Any employee's willful failure to disclose that the employee is participating in non-County employment which may potentially be a conflict of interest may be grounds for disciplinary action, including suspension or dismissal.

ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

- 8.1. **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement.
- 8.2. In the event any provisions of this contract shall be held contrary to law by any court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided, the matter shall not be subject to the grievance procedure herein set forth.
- 8.3. **GRIEVANCE PROCEDURE:** Grievance as herein defined, shall be processed in the following manner:
 - Step 1. **INFORMAL** - An EMPLOYEE claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within twenty-one calendar (21) days after the first occurrence of the event or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to the employee's supervisor who is designated for this purpose by the Employer. The supervisor shall give the employee a written answer within ten (10) calendar days after such presentation.
 - Step 2. **FORMAL** - The grievance shall be referred in writing to the Sheriff or the Sheriff's designated representative within ten (10) calendar days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the LELS Representative. The written grievance shall set

forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Sheriff or the Sheriff's designated representative shall discuss the grievance within ten (10) calendar days with the employee and the LELS Steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Sheriff or the Sheriff's designated representative, and LELS. If no settlement is reached, the Sheriff or the Sheriff's designated representative shall give written answer to LELS within ten (10) calendar days following their meeting.

- Step 3. APPEAL, if the grievance is not settled in Step 2 and LELS desires to appeal, the grievance shall be referred by LELS in writing as specified in Step 2 to the County Personnel Committee. The County Personnel Committee shall give the Employer's written answer to LELS within ten (10) calendar days following the receipt of the Step 3 grievance.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.
- Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.
- 8.4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee and LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and LELS representatives involved in each step.
- 8.5. The Employer agrees to grant the necessary time off with pay and without discrimination to any one (1) employee designated by the Union to attend grievances and contract negotiations between Employer and LELS; provided, however, that any time spent in meetings between employees and bargaining unit representative, or between or among employees regarding union business during employee's scheduled working hours prior to actual grievance procedures or contract negotiations shall not count toward that week's or that day's working hours.

ARTICLE 9. EMPLOYER SECURITY

- 9.1. Neither LELS, its officers or agent, nor any of the employees covered by the Agreement will engage in, encourage, sanction, or support any strikes, slowdowns, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing change in the conditions of compensation or the rights, privileges or obligations of employment. Neither LELS, its officers or agents, nor any of the employees covered by this Agreement will engage in any such conduct in sympathy with an employee or employees of any employer, including Jackson County, or in sympathy with any other union or nonunion organization. Any or all employees who violate any of this provision of this Article may be discharged or otherwise disciplined, pursuant to the discretion of the Employer, subject to employee's grievance rights under Article 8 herein.
- 9.2. Neither the Employer nor the Union nor any of the union members shall discriminate against, interfere with, restrain, or coerce an employee or prospective employee from exercising the right to join or not to join the union or participate in an social capacity on behalf of the union, which is in accordance with the provisions of this Agreement, and, further, the union shall not discriminate against, interfere with, restrain, or coerce an employee or prospective employee because of non-membership in the Union.

ARTICLE 10. PROBATIONARY PERIOD

- 10.1. All newly hired or rehired employees shall serve a probationary period as set forth in paragraph 3.11 of this Agreement. A transferred employee who does not satisfactorily complete the probationary period shall revert back to the employee's former classification or another classification where a vacancy exists, if any.
- 10.2. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 10.3. A promoted or transferred employee shall serve a trial period of two thousand eighty (2080) hours, inclusive of paid leave, excluding all overtime hours. During the trial period a promoted or transferred employee may be returned to employee's former classification at the sole discretion of the employer.

ARTICLE 11. WORK SCHEDULES - PREMIUM PAY

- 11.1. This Article is intended only to define the normal hours of work and provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 11.2. The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
 - A. hours worked on assigned shifts;
 - B. holidays;
 - C. assigned training;

- D. authorized leave time.
- 11.3. A normal workweek shall be an average of forty (40) hours.
- 11.4. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Sheriff.
- 11.5. Employees shall be compensated at one and one-half (1 & 1/2) times the employee's regular base rate of pay for hours worked in excess of a regularly scheduled shift. Changes in shifts at employee's request shall not qualify an employee for overtime pay.
- A. Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.
 - B. Employees shall have the right to convert overtime pay to compensatory time at the rate of one and one half (1 & 1/2) hours of compensatory time for every hour of overtime worked to a maximum of seventy (70) hours.
 - C. Compensatory time shall be taken at the employee's choice with the approval of the Sheriff. Approval to take such compensatory time shall be obtained from the Sheriff at least forty-eight (48) hours prior to the day or days requested, unless otherwise agreed upon, so that any necessary scheduling changes can be made.
- 11.6. Assignment to overtime and night shifts shall be as equal as practicable among all employees.
- A. All available overtime shall be offered first to permanent full-time employees prior to being offered to any other persons. All employees shall be required to work overtime and night shifts unless excused by the employer. Employees who refuse to work assigned shifts or overtime without justification may be subject to disciplinary action as determined by the Sheriff.
 - B. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this Agreement, nor shall there be any pyramiding of premium compensation.
- 11.7. All employees required to be on call shall be compensated at a rate of \$4.00 per hour for each hour on call.
- 11.8. Employees working any shift that begins on the same calendar day as when the County Courthouse is closed for an emergency will receive one and one-half (1 & 1/2) times pay for the same number of hours as the closing. If the employee is already on overtime pay, they shall receive double (2) time pay for those hours.
- 11.9. Contractual Services: The Employer and the LELS recognize that the Employer may provide contractual police services. "Contractual Police Services" shall be defined as the provision of police services to individuals or organizations for those situations which may require more than normal police services and for which the Employer charges and receives

a specific fee for such services. "Contractual Police Services" does not include regularly scheduled contracted police services with cities located in the County.

- A. The Employer represents that it will make reasonable efforts to assign said contractual police services only to those employees who have volunteered to perform same during other than normally scheduled shifts.
- B. The Employer reserves the right to assign employees to work contractual police services as determined by the Employer.
- C. Employees working the aforementioned duties and contractual police services shall be compensated at a rate of one hundred dollars (\$100.00) per hour for time worked on contractual police services.
- D. There shall be no pyramiding for overtime pay purposes.

11.10. Field Training Compensation: Employees designated by the County to perform field training shall receive one-quarter (.25) hours of overtime for every two (2) hour block conducting field training duties, as assigned.

ARTICLE 12. HOLIDAYS

12.1. Full-time employees shall be entitled to the following holidays to be observed as an eight (8) hour day off from regular duties at the employees' regular rate of pay:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

12.2. Employees shall work holidays as scheduled and shall receive one and one-half (1 & 1/2) their regular rate of pay for all hours worked during such holiday in addition to their regular hourly pay.

12.3. When a paid holiday falls during an employee's scheduled time off, that employee shall receive an additional day of paid vacation.

12.4. Employees working overtime hours on a holiday listed in section 12.1 will be paid two (2) times the employees' normal rate of pay for all overtime hours worked during such holiday in addition to their regular hourly pay.

12.5. Employees who work a holiday and earn extra pay above their normal rate under this Article may elect to place all or a portion of that extra pay into their compensatory time bank.

- 12.6. Employees working Easter Sunday will receive premium pay of one and one-half (1 & 1/2) times their regular rate of pay for all hours worked on that day.

ARTICLE 13. PERSONAL LEAVE

- 13.1. Regular full-time employees and regular part-time employees who are normally scheduled to work 24 hours or more per week are eligible to earn personal leave based on the number of hours they are normally scheduled to work. New employees hired on or before June 30 of any year are eligible to earn the full amount of annual personal leave. New employees hired after June 30 are eligible to earn one-half (1/2) of the amount of annual personal leave. Personal leave eligibility is shown in the following schedule:

Hours scheduled per week	Personal Leave per year	Personal Leave for (hours) Employees hired after June 30 (hours)
40	16.0	8.0
32 – 39	12.0	6.0
24 – 31	8.0	4.0

- 13.2. Personal leave may be used immediately upon assignment to an eligible employment classification. Personal leave may be used in increments of one half (1/2) hour.
- 13.3. Requests for use of personal leave must be made in writing to the employee's supervisor. All requests for use of personal leave will be evaluated based on workload and staffing needs. Failure to submit leave requests within the stated time lines may result in denial of the request. Any personal leave not used by the end of the calendar year shall be forfeited. Employees shall not be compensated for accrued personal leave upon termination of their employment, whether voluntary or involuntary.

ARTICLE 14. VACATIONS

- 14.1. All permanent full-time employees shall be eligible for vacation immediately upon assignment to an eligible employment classification.
- 14.2. Full-time employees shall accrue monthly vacation benefits in accordance with the following scheduled based upon years of continuous service.

Period of Employment	Earn Per Mo.	Annual & Maximum Accumulation Hours	
1-5 Years	8 hours	96	192
6-10 Years	10	120	240
11-15 Years	12	144	288
16-20 Years	14	168	336
21 +Years	16	192	384

- 14.3. Vacation requests from employees for three (3) consecutive calendar days or less are to be submitted five (5) days in advance of requested vacation leave. If more than three (3) consecutive calendar days are requested, twenty (20) days advance written request shall be submitted to the Employer. When requests for annual vacation leave are submitted in

advance as outlined herein, department head approval shall be granted on a first request basis. However, in the event two (2) or more employees, on the same day, submit requests for vacation leave to be taken at the same time, the most senior employee shall be given preference.

14.4. Vacation leave shall be used in increments of no less than one-half (1/2) hour.

ARTICLE 15. SICK LEAVE/EARNED SICK AND SAFE TIME (ESST)

15.1. Sick/ESST Leave means a single leave bank used for both sick leave and ESST purposes.

15.2. Sick leave/ESST shall be earned by permanent full-time employees at the rate of eight (8) hours for each full month of service.

15.3. Unused earned sick leave/ESST may be accumulated to a maximum of nine hundred sixty (960) hours. At the discretion of the Jackson County Board of Commissioners, sick leave/ESST earned in excess of nine hundred sixty (960) hours may be allowed for catastrophic illness.

15.4. When an employee uses sick leave/ESST for more than two consecutive days, the employer may require reasonable documentation.

15.5. An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave/ESST or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.

15.6. In accordance with Minn. Stat. §181.9447, subd. 12. Weather Event Exception:

A. The parties mutually acknowledge that all employees covered by this Agreement are employed in positions whose preassigned or foreseeable work duties during a public emergency or weather event require the employee to respond to the public emergency or weather event. The parties therefore mutually agree to clearly and unambiguously waive application of Minnesota Statutes § 181.9447 Subd. 1(4) to employees covered by this Agreement. Employees covered by this Agreement are not able to utilize sick/ESST leave benefits for absences related to the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.

15.7. Employees who have accumulated an sick leave/ESST balance may trade their sick leave/ESST hours to cover the cost of health and wellness-related expenses for the employee and their eligible dependents up to one thousand five hundred dollars (\$1,500.00) per year, provided a minimum of two weeks of sick leave/ESST hours remains after reimbursement (80 hours for full-time employees, and pro-rated for part-time employees). Reimbursements under this section shall be governed by the County ESST for Fitness Policy.

ARTICLE 17. SALARY RATES

- 17.1. Employees covered by this Agreement as defined in Article 2, Section 2.1, herein shall be compensated for each full month of services in accordance with the schedule and provisions attached to this Agreement as Appendix A.
- 17.2. Any salary adjustment provided for in this Agreement shall be effective according to the dates set forth in Appendix A attached hereto.
- 17.3. Eligible part-time employees shall be compensated in accordance with Appendix A attached hereto.

ARTICLE 18. SEVERANCE

- 18.1. Employees hired prior to January 1, 2000 shall receive a lump sum payment upon termination of employment with the Employer based upon fifty (50) percent of said employees unused accumulated Sick Leave/ESST after ten (10) years of continuous employment and one hundred (100) percent of said employee's unused accumulated Sick Leave/ESST after twenty (20) years of continuous employment. Severance pay shall not be available in any sum to said employee if said employee is discharged for just cause and severance pay shall not be paid if said employee voluntarily terminates his/her employment prior to ten (10) years of continuous employment service. However, severance pay under the provisions of this paragraph shall apply in the event an employee retires at the age of sixty-two (62) years or older. In the event of a death of an employee during employment who has at least ten (10) years of service or who dies after age sixty-two (62), the severance pay otherwise due to such employees shall be paid to the estate of the employee-decedent.
- 18.2. Employees hired after January 1, 2000 shall receive the same severance pay as outlined in the County's Personnel Policy.

ARTICLE 19. POST RETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

- 19.1. Establishment of VEBA: The COUNTY shall establish a VEBA Plan for the benefit of qualifying employees who are members of the Collective Bargaining Agreement. The COUNTY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
- 19.2. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees, if any, shall be paid by the COUNTY. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 19.3. Employer Contributions to the Post-Retirement Health Care Savings Arrangement

- A. Unused Sick Leave/ESST. Within sixty (60) days of the effective date of an eligible employee's retirement the COUNTY shall pay an employee's Unused Sick Leave/ESST balance, otherwise payable to qualifying employees under Article 18 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Post-Retirement Health Care Savings Arrangement and in accordance with the following schedule:

Years of Service	Rate of Sick Leave/ESST Payout at Termination
6-10 years	20% of Sick Leave/ESST balance
11-15 years	25% of Sick Leave/ESST balance
16-20 years	30% of Sick Leave/ESST balance
21-25 years	35% of Sick Leave/ESST balance
26-29 years	40% of Sick Leave/ESST balance
30+ years	50% of Sick Leave/ESST balance

In addition, the COUNTY will match 8.65% of the total due and deposit that amount into the VEBA account.

- B. Unused Paid Vacation, Compensatory Time and Holiday Bank Hours. Within sixty (60) days of the effective date of retirement, the COUNTY shall pay 100% of an employee's Unused Paid Vacation, Compensatory Time and Holiday Bank Hours balance, otherwise payable to qualifying employees under Articles 14, 12 and 11 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Post-Retirement Health Care Savings Arrangement.

In addition, the Employer will match 8.65% of the total due and deposit that amount into the VEBA account.

- C. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

19.4. The County's sole obligation under this article is to deposit an eligible employee's accrued benefits pursuant to sections 19.4. The County shall not be liable for any losses arising from depreciation or shrinkage in the value of any eligible employee's investments under the plan.

ARTICLE 20. DISCIPLINE

20.1. Employees will be disciplined only for just cause.

- A. Discharge may occur for lack of ability to perform job, improper behavior, which is detrimental or disruptive to job performance, and/or committing acts which will bring discredit to the County.
- B. The seriousness or the frequency of an action will be factors in determining whether discharge rather than some other form of disciplinary action is warranted.

20.2. Disciplinary actions will be in one of the following forms:

- A. Discharge; or
 - B. Written reprimand; or
 - C. Suspension; or
 - D. Oral reprimand; or
 - E. Demotion
- 20.3. Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedures as established by Article 8 (Grievance Procedure).
- 20.4. Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the employee and LELS.
- 20.5. Employees not eligible for Minnesota Veteran's Preference Act discharge procedures requiring a sixty (60) day suspension with pay pending VPA hearing, shall be suspended for five (5) scheduled work days prior to a discharge becoming effective. The appeal of a discharge may be initiated at Step 2 of the grievance procedure.
- 20.6. An employee called in for an internal investigation may request that a representative of LELS be present during the questioning. The Employer shall be under no obligation to inform the employee of this provision prior to questioning.
- 20.7. Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the Employer. An employee may place a written response to specific charges recorded in his/her personnel file in the file.
- 20.8. During the probationary period a newly hired or rehired employee may be discharged without right of grievance or appeal.

ARTICLE 21. CONSTITUTIONAL PROTECTION

- 21.1. Employees shall have the rights granted to all citizens by the United States and the Minnesota Constitutions.

ARTICLE 22. CALL BACK/COURT TIME

- 22.1. Call Back: An employee who is called out to perform work services on other than their scheduled shift period shall receive a minimum of two (2) hours. Such hours shall count toward normal working hours for the purposes of calculation of overtime. An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this section.
- 22.2. Court Time: An employee who is required to appear in Court because of his/her position as an employee shall receive a minimum two (2) hours pay. Such hours shall count toward normal working hours for the purposes of calculation of overtime. Such pay shall be available only if the Court appearance is at other than scheduled duty times.
- 22.2.1. Employees must be notified 24 hours in advance of a court cancellation otherwise the employee will receive the minimum two (2) hours pay.

ARTICLE 23. INSURANCE

23.1. High Deductible Group Health Plans:

2026 Health Plan Options and COUNTY contributions:

\$5000/\$10,000	Total Premium	Employee Monthly Premium	County Monthly Premium	County Share of Premium
Single	\$886.41	\$44.31	\$841.93	95.00%
Family	\$2,665.36	\$266.53	\$2,398.83	90.00%
Married EE	\$2,665.36	\$133.27	\$2,532.09	95.00%

23.2. For 2027, with respect to qualifying employees who are members of this Collective Bargaining Agreement that select the \$5,000/\$10,000 Plan, COUNTY shall contribute an amount not to exceed ninety-five (95%) percent towards the monthly premium cost for single group health coverage, and ninety (90%) percent towards the monthly premium cost for family group health coverage.

23.3. For qualifying employees who are married to another qualifying employee and who select family coverage in the \$5,000/\$10,000 Plan, one spouse shall receive an amount not to exceed ninety-five (95%) percent of the monthly premium cost for family group health coverage, and the other spouse shall receive no contribution towards group health coverage. Otherwise, each spouse may select single coverage and each shall receive the same contribution as other employees selecting single coverage.

23.4. **Plan Cancellation:** When a COUNTY high deductible group health plan drops below 10 employee participants, the plan will no longer be offered as a health plan option the following year.

23.5. **Dental Insurance:** For each qualified employee, The COUNTY shall contribute towards a monthly dental insurance premium provided through a COUNTY sponsored dental insurance plan. The COUNTY contribution will be equal to the cost of a single plan premium. Employees electing another plan option besides single (family, employee +1, etc.) will have the COUNTY’s contribution applied to those premiums.

23.6. **Establishment of VEBA and/or Health Savings Account (HSA):** The COUNTY shall establish a VEBA and/or HSA for qualifying employees who are members of this Collective Bargaining Agreement for the benefit of providing a health savings benefit for active employees. The COUNTY and employees assent to and ratify the appointment of the trustee and Plan administrator in place on the adoption date of this agreement.

It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002). It is further intended that employees participating in an active HSA meet all IRS guidelines and requirements.

The Employer is not responsible for determining whether Employees are eligible to establish or contribute to an HSA. Once an HSA is established, it belongs to the Employee. The Employee has sole control and is exclusively responsible for the employee's HSA. The Employer is unable to respond to individual tax questions, and Employees should consult with a tax professional if necessary.

23.7. Payment of Fees. The County will pay for annual enrollment fees for active employees enrolling in the VEBA and/or HSA plans and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative fees allocable to active employees who have accrued a balance in their account but are not longer eligible to contribute shall be paid from the account. Administrative fees allocable of former employees shall be paid from the account. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

23.8. COUNTY Contributions to the VEBA and/or HSA for Active Employees:

A. For 2026 the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

Health Plan	\$5000/\$10,000
Tier of Coverage	Monthly Contribution
Single	\$200.00
Family	\$350.00
Married EE	\$350.00

B. For 2027, the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

Health Plan	\$5000/\$10,000
Tier of Coverage	Monthly Contribution
Single	\$250.00
Family	\$400.00
Married EE	\$400.00

C. The COUNTY will make a per pay period contribution (maximum of 24 pay periods per calendar year)

23.9. Grants. The County agrees to pass through to each individual employee's account, unit incentive program grants received from the SW/WC Service Cooperative.

23.10. Coordination with other Coverage: If an employee is a current or former participant of any other health savings account (i.e. VEBA, FSA, etc.) the coordination of coverage will follow applicable IRS guidelines and requirements.

ARTICLE 24. PAID FAMILY MEDICAL LEAVE (PFML)

- 24.1. In the event the Employer participates in the Minnesota Paid Family and Medical Leave (PFML) program or an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for PFML, or an alternative private plan, on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.
- 24.2. Employees may choose to use accrued paid vacation leave, ESST leave, personal leave, and banked compensatory time to make up the difference between PFML benefits and regular pay not to exceed one hundred percent (100%) of the employee's regular weekly pay.
- 24.3. In the event an employee is receiving PFML in relation to a County work-related injury, the total amount received from PFML, worker's compensation, disability and/or any other income replacement benefits may not exceed one hundred percent (100%) of their regular weekly pay.

ARTICLE 25. UNIFORM ALLOWANCE

- 25.1. The Employer shall designate the standard uniform required while on duty.
- 25.2. Jailer/Dispatchers on a pro-rata basis shall receive a credit of \$625.00 for uniform items for year 2026 and a credit of \$700.00 for uniform items for year 2027. Sheriff's Deputies, on a pro-rata basis shall receive a credit of \$875.00 for uniform items for year 2026 and a credit of \$950.00 for uniform items for year 2027.
- 25.3. The County will furnish at its cost the leather goods and accessories, including badges, identification patches, firearms, holsters, and holster belts.
- 25.4. Any uniform credit remaining from 2026 may carry over to be used in 2027.
- 25.5. Once every ten (10) years, Deputies may use the Uniform Allowance for the purchase of one handgun for off duty or back up purposes with the approval of the Sheriff and the Firearms Instructor.
- 25.6. Approval of all uniform items must be obtained prior to purchase.
 - A. Each employee shall submit to Employer a request for uniform needs to be approved by the Employer. Upon Employer approval, each employee may acquire the item approved, submit a bill to the Employer from the supplier and the employee and the County shall keep track of monies expended and uniform credit remaining.
 - B. All uniform items and leather goods, firearms and accessories as purchased on behalf of each employee shall remain the property of the County and as each item is either discarded or replaced, the discarded or replaced item shall be returned to the employer. In the event any such items are lost or damaged through negligence of the employee possessing said properly, (reasonable wear and depreciation

expected), such employee shall be financially responsible for the replacement of said negligently lost or destroyed item.

- C. Uniform items damaged in the line of duty will be replaced by the Employer if approved by the Sheriff.
- D. Eye glasses damaged or destroyed through no fault of the employee while in performance of duty will be repaired or replaced by the County.

ARTICLE 26. PART-TIME EMPLOYEE BENEFITS

26.1. Part-time employees will receive benefits as stipulated in County Personnel Policy.

ARTICLE 27. TRAINING

27.1. The Employer shall:

- A. Be responsible for providing all mandatory training required by the Employer and P.O.S.T. and employee shall comply with all mandatory Employer and P.O.S.T. training requirements.
- B. Pay employees for all time spent in such mandatory training at the employee's regular monthly rate of pay, for training during regularly scheduled working hours.
 - (1) For all time spent in such mandatory training during employee's non-scheduled working hours, the employee shall be paid at one and one half (1 & ½) times the employee's regular rate of pay while in actual attendance during such training program's scheduled hours..
- C. Reimburse employees for all reasonable costs of mileage, meals, lodging and course training materials incurred in obtaining training.
- D. Scheduling of all mandatory and required training shall be the responsibility of the Employer.
 - (1) If an employee requests to attend non-mandated and/or non-required training on a day or days when such employee is not scheduled to work, the employee may waive the right to pay as per paragraph 27.1, B. The Employer may, in its discretion, deny such pay provided in Section 27.1, B.

27.2. Any employee who voluntarily terminates employment within two (2) years of the beginning date of employment shall immediately reimburse Employer for all actual expenses incurred by Employer under Section 27.1 (A through C).

- A. This Article shall not apply in the event termination of employment is mutually agreed upon between Employer and employee.
- B. Notification to employee of the provisions of this Article and compliance therewith shall be Employer's responsibility.

ARTICLE 28. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 28.1. This Agreement shall represent the complete Agreement between LELS and the Employer.
- 28.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore the Employer and LELS, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 29. SAVINGS PROVISION

- 29.1. This Agreement is subject to the laws of the United States, the State of Minnesota, and its political subdivisions, including Jackson County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose formal judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. Any voided provisions shall be renegotiated at the written request of either party.

ARTICLE 30. JOB SAFETY

- 30.1. It shall be the responsibility of the Employer and employee to cooperate in programs to promote safety to themselves and to the public and to comply with rules promulgated to insure safety. The responsibility shall include the provision of safe equipment and the proper use of all equipment in accordance with recognized safety procedures.
- A. Whenever an employee is injured on the job, he or she shall report the injury to the supervisor immediately, if possible. The supervisor shall, if reasonably possible, first secure needed medical aid for the injured employee and then shall promptly file an accident report with the appropriate insurance carriers giving full particulars.
- B. Each employee shall report to their supervisor any instance of injury to the person or property of a member of the public as a result of operation of County property under employee's control. They are expected also to report any instance of injury to a member of the public arising from an incident on County property which comes to employee's attention.
- 30.2. Except in cases of malfeasance in office or willful or wanton acts of negligence or neglect of duty, the Employer shall defend employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and the scope of employee's duties at no less coverage as currently provided by Employer's applicable liability insurance coverage in effect at the date of this Agreement.

- 30.3. The County shall furnish to each of its employee's conditions of employment and a place of employment free from recognized hazards that are causing or likely to cause death or serious injury or harm to its employees. No employee shall be disciplined for refusal to operate unsafe equipment after such employee has notified the Employer that such equipment is unsafe.

ARTICLE 31. LEFT BLANK

ARTICLE 32. PHYSICAL

- 32.1. Commencing January 1, 1993, during the month of January of each even numbered year, each employee will be required to submit to a physical examination from the doctor of the employee's choice located within Jackson County or within forty (40) miles of the City of Jackson, and the results filed in the office of the Jackson County Sheriff. Employer shall furnish a medical examination form to employee for completion by employee's doctor. The form shall list the required examinations and/or tests reasonably calculated to determine physical fitness for employee's job classification.
- 32.2. The usual and customary cost of such required physical examinations and testing shall be submitted to the employee's medical insurance. Employer shall bear those costs not paid by the Employee's medical insurance. Employee shall be responsible for the cost of any medical tests and/or examinations not required by Employer. In the event the examining physician determines that further test and/or examinations are needed as a result of Employer's required tests and/or examinations, those costs shall also be submitted to the Employee's medical insurance. Employer shall bear those costs not paid by the Employee's medical insurance.
- A. Each employee shall schedule an appointment for physical examination during non-scheduled working hours. Employee shall be paid straight time at said employees current pay rate for the time required to secure the physical examination. Such time shall not be included in computing overtime hours, vacation or Sick Leave/ESST.

ARTICLE 33. PROMOTIONS

- 33.1. The Employer is committed to hiring the most qualified candidate for County service. If all other relevant job qualifications, as determined by the employer, are equal, the applicant with the greatest County service shall receive the promotion.

ARTICLE 34. PAY FOR LICENSE - YEARLY

- 34.1. The Employer will pay the yearly cost of the P.O.S.T. License required by the State. Employees who leave the employ of the Employer prior to the license period paid for by the Employer must reimburse the Employer for such period.

ARTICLE 35. TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2026, and shall remain in full force until December 31, 2027.

In WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed this 3rd day of February, 2026.

COUNTY OF JACKSON

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Chair of the County Board

BY: _____
LELS Representative

BY: _____
County Administrator

BY: _____
Steward

Appendix A

2026 Salary Rates

Effective 1/1/2026

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
12	Jailer/Dispatcher	\$27.08	\$27.98	\$28.89	\$29.79	\$30.69	\$31.59	\$32.49	\$33.40	\$34.30	\$35.21	\$36.09	\$36.98
13	Jailer/Dispatcher II	\$28.84	\$29.80	\$30.76	\$31.73	\$32.68	\$33.64	\$34.61	\$35.57	\$36.53	\$37.50	\$38.42	\$39.39
14.5	Deputy Sheriff	\$32.67	\$33.75	\$34.84	\$35.93	\$37.02	\$38.10	\$39.20	\$40.29	\$41.38	\$42.46	\$43.52	\$44.61
16-I	Investigator	\$35.36	\$36.53	\$37.71	\$38.89	\$40.07	\$41.25	\$42.43	\$43.60	\$44.78	\$45.96	\$47.12	\$48.29

2027 Salary Rates

Effective 1/1/2027

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
12	Jailer/Dispatcher	\$28.90	\$29.87	\$30.84	\$31.80	\$32.77	\$33.72	\$34.68	\$35.65	\$36.62	\$37.58	\$38.52	\$39.48
13	Jailer/Dispatcher II	\$30.79	\$31.81	\$32.84	\$33.87	\$34.89	\$35.91	\$36.94	\$37.97	\$39.00	\$40.03	\$41.02	\$42.05
14.5	Deputy Sheriff	\$34.87	\$36.03	\$37.19	\$38.35	\$39.51	\$40.67	\$41.85	\$43.01	\$44.17	\$45.33	\$46.46	\$47.62
16-I	Investigator	\$37.75	\$39.00	\$40.26	\$41.52	\$42.78	\$44.04	\$45.30	\$46.55	\$47.81	\$49.07	\$50.30	\$51.55



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 02/03/2026

Agenda Type: Regular

Estimated Time: 20 Minutes

Department: Public Works/Parks

Presenter: Macek

Recommendation: Approve

Item: 2026 Drainage Maintenance Accounts Budgets

Board Action Request:

Approve 2026 Drainage Maintenance Accounts Budget

Background & Comments:

Staff reviewed and adjusted drainage maintenance account budgets as needed. Considerations were given to projected work, redetermination of benefits costs and efforts to get all systems into a positive cash balance.

Attachments: Will send budget after staff review

Fiscal Impact: 2026 Ditch Assessments

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

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

2026 Ditch Budget

Ditch Number	DATE OF ROB	Cash Balance	2026 Percent	2026 Benefits	Amount Raised	New Amount	2026 Forecast	2026 Equip/Wages	2026 Forecast w/Equip.	Projected End of Year Balance
Project 2	2021	7,136.28	1.50%	1,550,124.34	23,251.87	30,388.15	8,403.59	762.02	9,165.61	21,222.53
Project 6	2022	56,958.68	0.50%	2,594,778.76	12,973.89	69,932.57	11,834.39	1,547.78	13,382.17	56,550.40
Project 4-4A	2023	13,355.71	0.25%	4,834,865.55	12,087.16	25,442.87	-2,280.63	2,312.90	32.27	25,410.61
CD 3	2017	(6,817.56)	0.20%	19,009,967.23	38,019.93	31,202.37	82,129.18	11,758.04	93,887.22	(62,684.84)
CD 7	2025	0.00	0.00%	0.00	0.00	0.00	3,486.52	-	3,486.52	(3,486.52)
CD 8	2025	8,646.32	0.50%	1,815,833.00	9,079.17	17,725.49	3,170.05	1,312.87	4,482.92	13,242.56
CD 10	2024	8,912.65	0.70%	969,319.13	6,785.23	15,697.88	1,925.20	574.62	2,499.82	13,198.07
CD 11	2025	(86,106.04)	0.30%	8,666,297.79	25,998.89	(60,107.15)	36,396.37	5,161.05	41,557.42	(101,664.56)
CD 13	2022	(84,656.02)	0.40%	10,455,541.96	41,822.17	(42,833.85)	26,177.25	5,061.56	31,238.81	(74,072.66)
CD 117	2025	(128,637.71)	0.60%	4,879,069.67	29,274.42	(99,363.29)	35,596.55	2,702.48	38,299.03	(137,662.32)
CD 118	2024	(13,018.02)	0.50%	2,680,091.17	13,400.46	382.44	8,994.67	1,489.70	10,484.37	(10,101.94)
CD 121	2025	(94,873.44)	0.60%	4,199,293.93	25,195.76	(69,677.68)	24,195.83	2,366.64	26,562.47	(96,240.15)
CD 122	1957	44,741.42	45.00%	14,450.50	6,502.73	51,244.15	678.45	142.85	821.30	50,422.85
CD 124	2017	28,750.42	2.00%	334,841.88	6,696.84	35,447.26	6,454.57	223.76	6,678.33	28,768.93
CD 126	2021	29,795.87	1.00%	682,495.15	6,824.95	36,620.82	527.36	468.57	995.93	35,624.89
CD 127	2021	33,750.05	0.15%	4,511,173.13	6,766.76	40,516.81	3,253.44	2,374.53	5,627.97	34,888.84
CD 128	2022	55,925.82	0.10%	9,934,389.46	9,934.39	65,860.21	12,746.47	5,306.57	18,053.04	47,807.17
CD 129	2025	63,163.50	0.50%	2,730,956.27	13,654.78	76,818.28	1,360.90	1,306.43	2,667.33	74,150.95
JCD 350 MJCW	2025	(43,339.46)	3.00%	1,904,226.17	57,126.79	13,787.33	3,179.45	910.94	4,090.39	9,696.93
Cons 1 JC	1997	29,456.08	1.20%	566,362.20	6,796.35	36,252.43	11,682.41	1,473.57	13,155.98	23,096.45
JD 2	2012	(543,101.02)	3.00%	2,283,558.78	68,506.76	(474,594.26)	169,423.48	1,335.93	170,759.41	(645,353.67)
JD 3	2021	(2,415,909.48)	1.25%	20,856,463.16	260,705.79	(2,155,203.69)	116,144.32	13,091.52	129,235.84	(2,284,439.53)
JD 4 NJ	2021	5,695.45	2.60%	124,247.94	3,230.45	8,925.90	1,265.97	100.75	1,366.72	7,559.18
JD 6	2021	(1,124,571.03)	1.25%	21,820,924.60	272,761.56	(851,809.47)	51,279.65	12,773.33	64,052.98	(915,862.45)
JD 7	2009	0.00	0.00%	0.00	0.00	0.00	564.57	-	564.57	(564.57)
JD 8	2021	(315,046.38)	0.50%	10,430,738.17	52,153.69	(262,892.69)	73,314.33	6,753.44	80,067.77	(342,960.46)
JD 9 NJ	2020	55,116.30	0.30%	2,256,626.91	6,769.88	61,886.18	19,212.08	1,140.39	20,352.47	41,533.71
JD 11 JM	2025	(326,286.03)	1.00%	5,806,745.94	58,067.46	(268,218.57)	23,867.58	3,337.64	27,205.22	(295,423.79)
JD 12	2015	76,792.89	0.28%	2,342,883.13	6,560.07	83,352.96	3,521.02	1,705.20	5,226.22	78,126.74
JD 13 JN	2020	(165,156.94)	0.50%	10,017,681.78	50,088.41	(115,068.53)	55,235.96	6,560.82	61,796.78	(176,865.31)
JD 14	2020	58,445.29	0.50%	2,089,722.02	10,448.61	68,893.90	16,744.70	1,266.44	18,011.14	50,882.76
JD 15 MJ	1996	65,941.64	0.50%	1,255,802.73	6,279.01	72,220.65	11,449.18	1,234.18	12,683.36	59,537.29
JD 16 JC	2022	7,784.74	0.50%	3,635,116.11	18,175.58	25,960.32	12,224.46	2,482.52	14,706.98	11,253.34
JD 19	2020	41,007.52	0.15%	4,626,022.32	6,939.03	47,946.55	11,134.65	3,193.49	14,328.14	33,618.42
JD 20	2021	(23,390.51)	0.60%	4,779,867.15	28,679.20	5,288.69	21,842.33	3,198.69	25,041.02	(19,752.33)
JD 22	2012	94,733.54	0.25%	1,984,439.67	4,961.10	99,694.64	3,248.10	1,277.80	4,525.90	95,168.73
JD 23	2024	10,735.17	0.25%	2,741,322.30	6,853.31	17,588.48	3,622.20	1,759.48	5,381.68	12,206.80
JD 24 JN	2020	(1,493.14)	0.50%	9,756,219.62	48,781.10	47,287.96	29,459.38	6,298.33	35,757.71	11,530.24
JD 25	2024	24,170.49	0.20%	8,416,994.76	16,833.99	41,004.48	9,480.96	5,355.49	14,836.45	26,168.03
JD 27	2024	6,078.11	0.25%	2,435,047.25	6,087.62	12,165.73	3,369.04	1,548.58	4,917.62	7,248.11
JD 28	2024	(50,971.98)	0.35%	9,782,021.27	34,237.07	(16,734.91)	22,988.74	6,914.30	29,903.04	(46,637.95)
JD 29	2024	8,567.44	0.30%	3,391,981.81	10,175.95	18,743.39	5,388.70	1,972.00	7,360.70	11,382.69
JD 30	2018	29,997.27	0.60%	4,432,238.22	26,593.43	56,590.70	25,291.85	3,008.97	28,300.82	28,289.88
JD 31	2014	76,007.29	0.14%	4,952,438.82	6,933.41	82,940.70	11,530.99	2,937.08	14,468.07	68,472.63
JD 32	2024	2,487.61	0.25%	7,032,904.16	17,582.26	20,069.87	11,431.49	4,253.13	15,684.62	4,385.25
JD 33	1915	32,830.64	15.00%	56,916.58	8,537.49	41,368.13	9,835.31	1,273.88	11,109.19	30,258.94
JD 35	2016	(66,809.70)	0.35%	9,493,686.04	33,227.90	(33,581.80)	63,818.26	6,091.44	69,909.70	(103,491.50)
JD 36	2022	46,511.87	0.65%	1,035,446.36	6,730.40	53,242.27	1,115.72	694.33	1,810.05	51,432.22
JD 37	2024	13,643.28	0.40%	1,523,319.15	6,093.28	19,736.56	2,793.40	1,035.56	3,828.96	15,907.60
JD 38	2009	48,260.62	5.00%	121,415.65	6,070.78	54,331.40	4,237.85	154.36	4,392.21	49,939.19
JD 39	2024	3,045.84	0.30%	2,066,644.21	6,199.93	9,245.77	3,050.88	1,243.38	4,294.26	4,951.51

2026 Ditch Budget

Ditch Number	DATE OF ROB	Cash Balance	2026 Percent	2026 Benefits	Amount Raised	New Amount	2026 Forecast	2026 Equip/Wages	2026 Forecast w/Equip.	Projected End of Year Balance
JD 40 CJ	1915	7,403.91	50.00%	2,420.00	1,210.00	8,613.91	747.32	70.86	818.18	7,795.73
JD 42	2017	(573.03)	0.40%	4,871,358.97	19,485.44	18,912.41	49,885.47	3,196.09	53,081.56	(34,169.15)
JD 43	2025	37,508.95	0.40%	1,548,105.06	6,192.42	43,701.37	2,970.17	1,111.94	4,082.11	39,619.26
JD 44 JN	2022	21,737.52	0.65%	1,448,616.31	9,416.01	31,153.53	7,395.69	1,116.03	8,511.72	22,641.81
JD 45 JN	2017	73,404.62	0.12%	5,487,303.09	6,584.76	79,989.38	32,485.03	3,556.86	36,041.89	43,947.49
JD 46	2009	87,481.82	0.55%	1,142,756.76	6,285.16	93,766.98	12,164.85	731.12	12,895.97	80,871.01
JD 48 JM	2021	56,620.72	0.13%	5,113,595.19	6,647.67	63,268.39	7,951.65	3,341.10	11,292.75	51,975.64
JD 50	2025	5,464.35	0.90%	695,284.40	6,257.56	11,721.91	1,813.77	480.31	2,294.08	9,427.83
JD 52	2024	20,640.29	0.70%	857,261.64	6,000.83	26,641.12	1,186.78	551.09	1,737.87	24,903.26
JD 53	2024	15,724.99	0.20%	3,195,105.36	6,390.21	22,115.20	4,362.91	2,062.79	6,425.70	15,689.50
JD 54 CJ	2022	23,369.95	0.80%	786,820.67	6,294.57	29,664.52	3,044.92	579.91	3,624.83	26,039.69
JD 56	1917	15,402.14	16.00%	39,020.00	6,243.20	21,645.34	4,764.44	801.93	5,566.37	16,078.97
JD 59	2024	15,003.70	0.25%	2,420,950.68	6,052.38	21,056.08	3,500.74	1,693.36	5,194.10	15,861.98
JD 60	2024	28,345.04	0.25%	4,729,972.91	11,824.93	40,169.97	8,057.35	2,972.82	11,030.17	29,139.80
JD 62	2024	10,003.37	0.45%	1,526,665.41	6,869.99	16,873.36	4,996.54	1,105.14	6,101.68	10,771.69
JD 63	2025	14,238.62	0.25%	2,566,985.11	6,417.46	20,656.08	3,983.69	1,774.52	5,758.21	14,897.88
JD 64	2009	26,198.43	7.00%	87,342.90	6,114.00	32,312.43	2,227.51	94.37	2,321.88	29,990.55
JD 65	1922	5,088.63	30.00%	11,000.00	3,300.00	8,388.63	2,226.02	186.07	2,412.09	5,976.54
JD 66	2025	14,784.21	0.40%	1,625,481.19	6,501.92	21,286.13	1,906.47	1,146.33	3,052.80	18,233.34
JD 67	2025	13,463.61	0.70%	896,532.68	6,275.73	19,739.34	1,232.07	640.34	1,872.41	17,866.93
JD 68	2024	9,053.94	0.50%	1,279,853.41	6,399.27	15,453.21	2,208.54	886.75	3,095.29	12,357.92
JD 69	2025	10,994.14	0.80%	805,063.49	6,440.51	17,434.65	1,623.25	559.35	2,182.60	15,252.04
JD 70	2025	(410.33)	1.00%	1,009,526.71	10,095.27	9,684.94	3,507.31	659.49	4,166.80	5,518.13
JD 71	2024	12,364.52	0.50%	1,204,582.92	6,022.91	18,387.43	2,858.97	763.70	3,622.67	14,764.77
JD 72	2018	26,561.19	0.55%	1,195,740.84	6,576.57	33,137.76	992.71	808.17	1,800.88	31,336.88
JD 74	2025	41,764.98	0.15%	4,499,075.75	6,748.61	48,513.59	4,521.94	2,881.98	7,403.92	41,109.67
JD 75 JM	2013	18,289.02	0.20%	3,445,079.03	6,890.16	25,179.18	4,129.37	2,443.13	6,572.50	18,606.68
JD 76 NJ	2021	2,875.79	0.40%	6,332,572.59	25,330.29	28,206.08	38,208.20	3,579.89	41,788.09	(13,582.01)
JD 78	2024	13,881.41	0.20%	3,311,564.08	6,623.13	20,504.54	3,593.48	2,147.90	5,741.38	14,763.15
JD 79 CJ	1918	12,602.08	50.00%	3,078.00	1,539.00	14,141.08	260.30	50.34	310.64	13,830.44
JD 80	2025	29,283.11	0.65%	938,393.73	6,099.56	35,382.67	1,397.73	633.24	2,030.97	33,351.70
JD 81	2024	26,014.33	0.50%	1,265,696.83	6,328.48	32,342.81	2,178.89	919.11	3,098.00	29,244.81
JD 82	2024	(9,883.09)	0.35%	3,956,656.25	13,848.30	3,965.21	8,496.56	2,819.10	11,315.66	(7,350.46)
JD 83	2024	11,978.08	0.50%	1,379,612.33	6,898.06	18,876.14	4,677.22	849.50	5,526.72	13,349.43
JD 84	2024	(176,397.89)	1.00%	10,006,218.70	100,062.19	(76,335.70)	52,705.52	5,558.49	58,264.01	(134,599.71)
JD 85 CJ	1921	14,249.61	50.00%	3,095.00	1,547.50	15,797.11	306.27	55.81	362.08	15,435.03
JD 86	2024	24,581.82	0.70%	935,987.08	6,551.91	31,133.73	1,504.81	735.22	2,240.03	28,893.70
JD 88	2025	(2,943.99)	1.00%	682,617.32	6,826.17	3,882.18	2,427.74	395.31	2,823.05	1,059.14
JD 91 MJ	2022	(67,882.71)	2.00%	502,238.62	10,044.77	(57,837.94)	481.70	375.87	857.57	(58,695.51)
JD 105 MJ	2022	12,025.43	0.50%	252,836.13	1,264.18	13,289.61	602.16	132.51	734.67	12,554.94
JCD 1 NJ	2021	3,141.26	20.00%	5,018.02	1,003.60	4,144.86	13.33	2.40	15.73	4,129.13
JCD 10 NJ	2021	2,868.61	5.00%	21,917.55	1,095.88	3,964.49	112.27	10.48	122.75	3,841.73
JD 12 CJ	1915	2,606.17	50.00%	850.00	425.00	3,031.17	119.37	21.61	140.98	2,890.19
JD 17 NJ	2021	4,999.65	1.50%	105,333.59	1,580.00	6,579.65	552.08	74.69	626.77	5,952.89
JD 27 CJ	1994	22,943.38	25.00%	7,865.70	1,966.43	24,909.81	329.89	66.09	395.98	24,513.82
JD 39 CJ	1925	11,011.51	50.00%	2,562.20	1,281.10	12,292.61	199.52	101.66	301.18	11,991.43
CD 53 MJ	2022	8,233.70	26.00%	12,369.68	3,216.12	11,449.82	420.17	5.92	426.09	11,023.73
TOTALS		(3,845,621.10)		326,101,497.78	1,840,526.28	-2,005,094.82	1,373,131.86	206,000.00	1,579,131.86	-3,584,226.68

ROB '25 H2O	Raised	8
ROB '25 Ron	Lowered	2
H2O '25-'26	Same	87
	total ditches	97



Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 02/03/2026

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Cottonwood Jackson CEO Program Investor Request

Board Action Request:

Approve a \$3,000 appropriation to the Cottonwood Jackson CEO Program.

Background & Comments:

The Cottonwood Jackson CEO Program is requesting funding for the next three years of the program. The program has had high school students participate from five area schools over the past three years. The program provides students with business, entrepreneurial and leadership skills.

The Jackson County Board approved a \$3,000 funding request in 2022 for the 2023-2025 school years.

Attachments: Pledge form, student and investor information

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

100 London Road
Marshall, MN 56258-2065
507-537-2282
shelly.maes@swwc.org
www.swwc.org/foundation



Pledge Invoice

Jackson County
Ryan Krosch
405 4th Street
Jackson, MN 56143

DATE: 1/27/2026

	COTTONWOOD JACKSON CEO PROGRAM INVESTOR PLEDGE	PLEDGE YEAR	AMOUNT
<input type="checkbox"/>	\$1,000/year for three years <i>(You will also be invoiced Fall 2026 and 2027)</i>	Year 1 of 3	\$1,000.00
<input type="checkbox"/>	OR one-time payment in full	Years 1-3	\$3,000.00

Make check payable to:

SWWC Foundation for Innovation in Education

Remit payment to:

Shelly Maes
SWWC Foundation
100 London Road
Marshall, MN 56268

Students

 www.cottonwoodjacksonceo.com/students/alumni

Alumni are the foundation of Cottonwood Jackson CEO success

Alumni play a crucial role in CEO by serving as valuable mentors, network connectors, and sources of the program's longevity. Their success stories and insights can inspire future and current participants, while their ongoing involvement fosters a supportive ecosystem that strengthens the program's reputation and impact in our community.

CEO Mission

Being and developing life-long learners, owners, creators, communicators and connectors

CEO Vision

CEO nurtures entrepreneurial thinkers who possess an awareness of themselves and their communities.

Why CEO

The CEO Program is a revolutionary concept in entrepreneurship education, a community-driven model that brings schools and business leaders together to transform high school students into the community's business and thought leaders of tomorrow.

Cottonwood Jackson CEO Class of 2026

Cottonwood Jackson CEO Class of 2026 is comprised of 12 students. Students are selected from 5 different surrounding schools.

Cottonwood Jackson CEO Class of 2025

Cottonwood Jackson CEO Class of 2025 is comprised of 16 students. Students are selected from 5 different surrounding schools.

Cottonwood Jackson CEO Class of 2024

Cottonwood Jackson CEO Class of 2024 is comprised of 21 students. Students are selected from 5 different surrounding schools.

CEO INVESTORS DIRECTLY IMPACT OUR COMMUNITY.

Your investment in our community's entrepreneurial talent drives local economic growth.

Nurture Our Entrepreneurial Talent: Your investment helps students develop the critical thinking and problem-solving skills needed to succeed in real-world business scenarios.

Empower Our Upcoming Workforce: Your support of real-world skills, like communication, leadership, and financial literacy, helps create a workforce of young people who are ready to contribute to our local economy.

Connect Our Young People to the Community: CEO shows our young people the opportunities they have right here in their hometown. Your support encourages strong connections with local businesses and leaders, allowing them to build a network that supports career growth right here in the community.

What is a CEO Investor: A CEO investor provides financial support for hands-on business education that strengthens our local workforce, nurtures our entrepreneurial talent, and drives sustainable economic growth within the community.





Become a CEO Investor

[JOIN A NETWORK OF CHANGEMAKERS IN OUR COMMUNITY.](#)

CEO is made possible through the generosity of local investors like you. By supporting hands-on business education and the development of essential career-readiness skills in our young people, you are directly investing in the future of our community.

[Become an Investor](#)

[Send Us A Message](#)



Standard Investors



**Bank
Midwest**







Shannon
Lynn's 56101
BOUTIQUE



HENNING
RENTAL
INC.
Equipment Repair and Rental









Donors



A Midland Institute for Entrepreneurship Entrepreneurial Education Partner

CEO has been intentionally built by local stakeholders in this community to install the entrepreneurial mindset and get your local students outside of the classroom. If you think your community has what it takes to launch a CEO Chapter click [here](#) for more information.



Request for Board Action
Agenda Item No. 5.1.

Requested Board Date: 02/03/2026

Agenda Type: Regular

Estimated Time: 15 minutes

Department: Citizen/Stakeholder/Organization

Presenter: Darrick Moe

Recommendation: Informational

Item: Minnesota Rural Electric Association discussion on nuclear power moratorium

Board Action Request:

None

Background & Comments:

Darrick Moe, President/CEO of the Minnesota Rural Electric Association (MREA), will attend the meeting virtually to provide information on MREA's efforts with the nuclear energy production moratorium in Minnesota.

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. 6.1.

Requested Board Date: 02/03/2026

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: TBD by Board

Item: Repeal of Minnesota's Moratorium on Nuclear Energy Production

Board Action Request:

Consider approval of Resolution Urging Repeal of Minnesota's Moratorium on Nuclear Energy Production.

Background & Comments:

In October, Sherburne County sent a letter to all Minnesota counties asking each to support a repeal of Minnesota's moratorium on nuclear power generation. The Jackson County Board discussed and tabled the request at the December 16, 2025 and January 6 and 20, 2026 meetings.

Attachments: Resolution

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

County of Jackson)
) **SS.**
State of Minnesota)

**Resolution No. 26-
Urging Repeal of Minnesota's Moratorium on Nuclear Energy Production**

WHEREAS, while national, state, and regional electrical demand has been historically stable or declining, recent trends in electrification, economic development, and technology demand have resulted in projected increase in electrical power needs; and

WHEREAS, reliance on carbon free-based energy production continues to increase and dependence on traditional fossil fuel-based energy production continues to decrease, despite significant concern over reliable baseline and peak demand energy; and

WHEREAS, in 2023, Minnesota's Renewable Energy Standard statute was amended to include adding a carbon-free standard that requires electric utilities to provide 100% carbon-free electricity by 2040, leading the nation with such an ambitious goal; and

WHEREAS; nuclear energy is uniquely positioned to address America's energy challenges through generation of carbon-free electricity, with a record of over 70 years of safe operation and storage - all with significant federal and state oversight; and

WHEREAS, nuclear energy already generates roughly half of Minnesota's current carbon-free electricity, with nuclear plants safely operating in Minnesota for over 50 years, providing decades of carbon-free affordable electricity for families and businesses; and

WHEREAS, a new generation of advanced nuclear technology offers enhanced safety features, flexibility in siting, and a smaller footprint, making them ideal for future energy needs; and

WHEREAS, thirty-three nations have now pledged to triple nuclear power by 2050, with America leading the charge, all while Minnesota – with a world-class engineering talent and manufacturing base - is the only state with an outright moratorium on all new nuclear reactor construction; and

WHEREAS, lifting this 30-year-old moratorium is the first step in securing the affordable, clean, and reliable energy Minnesotans needs, especially as the state undertakes its energy transition to meet the 100% carbon-free electricity goals while ensuring reliable baseload power; and

WHEREAS, under the umbrella of the Minnesota Nuclear Energy Alliance (MNEA), a diverse coalition of Minnesota governments, businesses, utilities, labor unions, and environmental advocates is calling on state lawmakers to lift Minnesota's 30-year-old moratorium on new nuclear power development.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners does hereby support the repeal of Minnesota's moratorium on nuclear energy production.

BE IT FURTHER RESOLVED, that, the Jackson County Board of Commissioners urges the Minnesota Governor, State Legislature, and regulatory agencies to accelerate soonest reconsideration of the Minnesota moratorium.

Adopted by the Jackson County Board of Commissioners on this 3rd day of February, 2026.

By and on behalf of the Jackson County Board of Commissioners:

Jackson County Board of Commissioners'
Chair

ATTEST:

Ryan Krosch, County Administrator



**Drainage Authority Request for Action
Agenda Item No. 2.1.**

Requested Board Date: 02/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of January 20, 2026

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 20, 2026

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 20, 2026

Jackson County Drainage Authority Present

Phil Nasby, Larry Liepold, Kent Bargfrede, Don Wachal and Roger Pohlman

Others Present

County Administrator Ryan Krosch, Human Resources Director/County Administrator Assistant Brandi Bourquin

CALL TO ORDER

Drainage Authority Board Chair Wachal called the meeting order at 9:56 a.m.

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

CONSENT AGENDA

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

2.1 **Approval of Minutes of January 6, 2026**

ADJOURN

Chair Wachal adjourned the Drainage Authority meeting at 9:57.

Approved this ___ day of _____ 2026

JACKSON COUNTY DRAINAGE AUTHORITY

Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer