



**JACKSON COUNTY**  
MINNESOTA

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

**Tuesday, March 7, 2023 9:00 A.M.**

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

- 8:30 a.m.                    Call Special Meeting of the Jackson/Cottonwood Joint Drainage Authority to Order  
This meeting is being conducted under Minn. Statute 13D.02 Other Entity Meetings by Interactive Technology
- 1.1. Board Action – Jackson/Cottonwood Joint Judicial Ditch 27 Set Final Hearing Date
  - 1.2. Board Action – Cottonwood County Ditch 33 Set Final Hearing Date
- Unscheduled                Adjourn Special Meeting of the Jackson/Cottonwood Joint Drainage Authority
- 9:00 a.m.                    Call Board of Commissioners' Meeting to Order
- 1.1. Pledge of Allegiance
  - 1.2. Adoption of Agenda
- 9:02 a.m.                    New Employee Introductions – *None*
- 9:03 a.m.                    Consent Agenda
- 2.1. Board Action – Approve February 21<sup>st</sup>, 2023 Board of Commissioner Regular Meeting Minutes
  - 2.2. Board Action – Approve Claims
  - 2.3. Board Action – SAP 032-599-090 & SAP 032-599-110 Contract and Bond
  - 2.4. Board Action – Final payment to Morris Sealcoat & Trucking Inc. for SAP 032-030-030
  - 2.5. Board Action – DNR Outdoor Recreation Grant
  - 2.6. Board Action – Sandy Point Park Septic System & Dump Station
- 9:04 a.m.                    Citizen/Stakeholder/Organization
- 3.1. Resolution – Fort Belmont Annual Report, Budget and Lease

- 9:14 a.m. Sheriff/Emergency Management  
4.1. Board Action – Service Agreement Jackson County & SW Mental Health Center, Inc.
- Unscheduled Committee and Board Reports  
Adjourn Commissioners’ Meeting
- Unscheduled Call the Drainage Authority Meeting to Order  
1.1. Adoption of Agenda  
Consent Agenda  
2.1. Board Action – Approve February 21<sup>st</sup>, 2023 Drainage Authority Regular Meeting Minutes  
2.2. Board Action – McCarty Custom Inc Pay Request JD 42 Bid Package 2 #1  
Drainage Coordinator, Kelly Rasche  
3.1. Board Action – Orders to initiate proceedings for outlet request for Judicial Ditch 2
- Unscheduled Adjourn Drainage Authority Meeting

**PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA**  
**February 21, 2023**

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on February 21, 2023. The following members of the Jackson County Board of Commissioners were present: James Eigenberg, Roger Pohlman, Scott McClure, Phil Nasby and Don Wachal. Assistant to the Administrator Brandi Bourquin were also in attendance.

**CALL TO ORDER**

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

**Motion was made by Commissioner McClure and seconded by Commissioner Wachal** to adopt the agenda with the correction to 6.1. Board Action – Drainage Ditch Budget. The motion carried unanimously.

**EMPLOYEE INTRODUCTIONS**

Chadd Preuss, Facilities Supervisor, introduced new Facilities Technician, Patrick O'Reilly.

Cole Rossow, Highway Maintenance Supervisor, introduced new Heavy Equipment Operator, Cole Monson.

**CONSENT AGENDA**

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

**Board Action 23-030** – Approve February 7, 2023 Board of Commissioner Regular Meeting Minutes.

**Board Action 23-031** – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 101817-101978 in the amount of \$1,382,499.11 for the following funds: Revenue, \$70,492.56; Public Works, \$590,390.48; Ditch, \$672,241.38; Insurance Trust Fund, \$1,000.00; Revolving Loan Fund, \$135.50; Agency Fund, \$2,170.00; Library Fund, \$4,383.15; Forfeited Land Fund, \$5,592.27; and Tax Increment Financing (TIF) Fund, \$36,093.77. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

<b>Vendor</b>	<b>Total</b>
Dirt Merchant Inc	341,976.90
Nobles/County of	154,829.65
Beck/Jerry Lee	66,520.50
Putnam/James F or Ruth A	42,110.00
Jackson/City Of	33,300.85
Petersburg Township	28,478.59
Heron Lake Township	27,912.39
Wisconsin Township	27,705.66
Delafield Township	27,126.56
Rost Township	26,124.18
Ewington Township	25,692.21
I & S Group Inc	25,688.63
Des Moines Township	25,397.91
Town of Alba	25,269.91
Sioux Valley Township	25,114.85
Middletown Township	25,040.03
Christiania Township	24,634.00
Belmont Township	24,151.05

Mills & Miller Inc	23,523.49
Round Lake Township	23,161.44
Minneota Township	23,121.34
Enterprise Township	22,997.69
La Crosse Township	22,619.37
Shi Corp	21,755.02
Hunter Township	21,740.31
West Heron Lake Township	21,604.29
Crysteel Truck Equipment Inc	21,358.56
Kimball Township	19,242.61
Weimer Township	17,556.61
Cooperative Energy Co.	13,083.93
DVHHS	12,000.00
SALLY FAIRCHILD ESTATE	11,825.33
Minnesota Energy Resources	8,585.91
Jackson Co Central School District 2895	8,539.39
CORPORATE PAYMENT SYSTEMS	7,446.79
Cohrs Construction Inc	6,520.40
Wendland Sellers Law Office	6,310.26
BECKER/SHANE	5,725.50
BECKER/AGNES	5,474.50
Minnesota Department Of Transportation	4,944.00
Federated Rural Electric Association	4,722.19
Sanford Health - Sioux Falls	4,615.75
Heron Lake Watershed District	4,545.56
Office of MN.IT Services	4,040.65
Mn County Attorney's Assn	3,454.00
Primadata, LLC	3,100.00
The Minnesota Transportation Alliance	2,625.00
AUTO VALUE - JACKSON	2,236.49
Ziegler Inc.	2,208.55
Braun Intertec Corporation	2,200.00
Treasury Division Of Mn Dept Of Finance	2,085.00
Jackson Co Auditor-Treasurer	2,035.76
Truck Center Companies West	2,033.13
<b>Total Claims Over \$2000</b>	<b>1,346,112.69</b>
<b>89 Claims Under \$2000</b>	<b>36,386.42</b>
<b>Total Claims Submitted</b>	<b>1,382,499.11</b>

**Board Action 23-032** – Approve out of state travel request for Jared Baloun, GIS Technician to Futureview (Eagleview Aerial) Conference in San Antonio, Texas.

The motion carried unanimously.

**US FISH AND WILDLIFE**

**Motion was made by Commissioner Nasby and seconded by Commissioner Wachal** to adopt Board Action 23-033 – Approve the certification for acquisition by the US Fish and Wildlife Service of an easement from Douglas and Lynette Lusk in Minneota Township. The motion carried unanimously.

**Motion was made by Commissioner McClure and seconded by Commissioner Wachal** to adopt Board Action 23-034 – Approve the certification for acquisition by the US Fish and Wildlife Service of a fee title property purchase from Pheasants Forever, Inc. in Middletown Township. The motion carried unanimously.

**FEDERATED RURAL ELECTRIC**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Pohlman** to adopt Board Action 23-035 – Approve a letter of Commitment, NRECA Research Proposal “SCENIC - Smart-grid Consortium for Energy Network Innovation and Cooperation.” The motion carried unanimously.

**Motion was made by Commissioner McClure and seconded by Commissioner Pohlman** to adopt Board Action 23-036 – Approve a letter of support for Federated Rural Electric’s Border-to-Border Grant Application in Jackson County. The motion carried unanimously.

**Motion was made by Commissioner Wachal and seconded by Commissioner Eigenberg** to adopt Board Action 23-037 – Approve making a financial contribution to Federated Rural Electric’s Border-to-Border Grant Project in Jackson County with the contribution being 10 percent of the total project cost not to exceed \$500,000. The motion carried unanimously.

#### **AUDITOR/TREASURER**

**Motion was made by Commissioner McClure and seconded by Commissioner Wachal** to adopt Board Action 23-038 – Approve the execution of the grant agreement and work plan with BWSR in the amount of \$390,000 for repairs to Judicial Ditch 8. The motion carried unanimously.

#### **PUBLIC WORKS/PARKS**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Pohlman** to adopt Board Action 23-039 – Approve the 2023 Drainage Ditch budget. The motion carried unanimously.

#### **BOARD REPORTS**

Commissioner McClure reported on meetings/events involving the AMC Drainage Conference.

Commissioner Wachal reported on meetings/events involving DVHHS and MCIT.

Commissioner Eigenberg reported on meetings/events involving DVHHS, Southern MN Adult Mental Health Consortium, Pipeline Safety Meeting, and GBERBA.

Commissioner Pohlman reported on meetings/events involving Heron Lake Township, DVHHS and Library Board.

Commissioner Nasby reported on meetings/events involving Prairie Ecology Bus, JD 35, Fair Board, AMC Drainage Conference, Friends of the Jackson County Trails and a Sales Tax meeting with Senators via zoom.

#### **ADJOURN**

**Motion was made by Commissioner Pohlman and seconded by Commissioner Eigenberg** to adjourn the meeting at 10:01 a.m. The motion carried unanimously.

JACKSON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Board Chair

ATTEST: \_\_\_\_\_  
Ryan Krosch, County Administrator



**Request for Board Action**  
**Agenda Item No. 2.3.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Consent

**Estimated Time:** \_\_\_\_\_

**Department:** Public Works/Parks

**Presenter:** \_\_\_\_\_

**Recommendation:** Approve

**Item:** SAP 032-599-090 & SAP 032-599-110 Contract and Bond

**Board Action Request:**

Approve Contract and Bond for SAP 032-599-090 & SAP 032-599-110. If approved sign 3 copies of the Contract and Bond

**Background & Comments:**

SAP 032-599-090: Replace three existing culverts with three 44" x 26" arch culverts and replace existing tile line from JD#6 that outlets into Dickinson Counties Drainage District #51. Project is located on 700th street in section 34 of Middletown Township. Paid for with special Town Bridge Funds, Middletown Township funds and Dickinson County funds. Per agreement Dickinson County will be responsible for all future inspection, maintenance and replacement of culverts and tile.

SAP 032-599-110: Replace existing bridge R0247 with 60" reinforced concrete culvert. Project is located 760th street in section 4 of Middletown Township. Paid for with special Town Bridge Funds.

**Attachments:** Contract and Bond

**Fiscal Impact:** Special Town Bridge Funds, Middletown Township & Dickinson County

**\*\* 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](mailto:County.Administrator@co.jackson.mn.us)

Contract No. 2303

STATE OF MINNESOTA  
COUNTY OF JACKSON

**CONTRACT**  
HIGHWAY CONSTRUCTION

This agreement between the County of Jackson in the State of Minnesota, party of the first part, hereinafter called the County, and Towne & Country Excavation, LLC of Garvin, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and by the County to be made, hereby covenants and agrees to furnish all materials (except such as is specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of SAP 032-599-090 and SAP 032-599-110 located as shown on approved plans for Bridge and culvert replacement for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this agreement, said work to be done and performed in accordance with the Plans, Specifications and Special Provisions therefore on file in the office of the County Administrator of said County, which Plans, Specifications and Special Provisions are hereby made a part of this agreement. The Contractor further covenants and agrees that he will have same completed in every respect to the satisfaction and approval of the County as per the schedule of working starting after Engineer's approval and completed by October 1st, 2023.

IN WITNESS WHEREOF, The said County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at Jackson, MN, this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By \_\_\_\_\_  
Chairperson, County Board, and

\_\_\_\_\_  
County Administrator



\_\_\_\_\_  
Contractor

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
County Attorney

CONTRACT NO. 2303

CLASS OF WORK: Bridge and culvert replacement

**STATE OF MINNESOTA**

**COUNTY OF JACKSON**

**PAYMENT AND PERFORMANCE BOND**

**PART A: PAYMENT**

KNOW ALL MEN BY THESE PRESENTS, That We, Towne & Country Excavation, LLC Contractor, as principal, and Farmington Casualty Company, as Surety, are held and firmly bound unto the County of Jackson, Minnesota, in the amount of One Hundred Sixty-Five Thousand Eight Hundred Forty-Eight and 15/100----- DOLLARS (\$ 165,848.15), for payment of all claims, costs and charges as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into a contract with the County of Jackson for the construction of SAP 032-599-090 and SAP 032-599-110 as shown on approved plans, which Contract is on file in the office of the County Coordinator, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the principal shall pay as they may become due all just claims for work done, tools, machinery, skills, materials, insurance premiums, equipment and supplies and all taxes incurred under Minnesota Statutes, as may be provided for the completion of the contract in accordance with its terms, and shall save the County harmless from all costs and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action if successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void, but otherwise it shall remain in full force and effect.

**PART B: PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS, That the aforesaid principal and surety are held and firmly bound unto the County of Jackson in the additional amount of One Hundred Sixty-Five Thousand Eight Hundred Forty-Eight and 15/100----- DOLLARS (\$ 165,848.15), for the faithful performance of the Contract as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principal has entered into the Contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the principal shall faithfully perform the Contract and shall save the County of Jackson harmless from all cost and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the State appertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

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**THE AGGREGATE LIABILITY UNDER PART A AND PART B HEREOF IS**

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Three Hundred Thirty-One Thousand Six Hundred Ninety-Six and 30/100----- DOLLARS (\$331,696.30)

(Sum of Parts A and B)

**SIGNATURES**

Dated February 10, 2022

Towne & Country Excavating, LLC

Witnesses:

By 



Jeffrey J. Towne, President


Principal

Jared J. Towne, Vice-President

Farmington Casualty Company

Surety



By 

Ted R. Jorgensen Attorney-in-Fact

(Corporate Seal)

**INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT**

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF JACKSON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing bond, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

(Notarial Seal) \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR**

STATE OF MINNESOTA )  
 )ss  
COUNTY OF JACKSON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn did say that they are respectively \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its board of directors; and he acknowledged said instrument to be the free act and deed of the corporation.

(Notarial Seal) \_\_\_\_\_

**AFFIX HERE ACKNOWLEDGMENT OF CORPORATE SURETY**

**JUSTIFICATION FOR PERSONAL SURETIES**

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF JACKSON )

\_\_\_\_\_ and \_\_\_\_\_ being duly sworn, each says for himself that he is one of the sureties' names in the foregoing bond; that he is a resident and free holder of and in the State of Minnesota, and is worth the sum set opposite his name, over and above his debts and liabilities and exclusive of his property exempt from execution.

\_\_\_\_\_ \$  
\_\_\_\_\_ \$

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Notarial Seal) \_\_\_\_\_

Approved as to form and execution \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
County Attorney

The within bond and the sureties thereon approved and bond filed \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
County Auditor-Treasurer

NOTICE TO PERSONAL SURETIES; Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES: This bond will not be accepted unless executed or countersigned by a Minnesota agent or attorney-in-fact whose name and address must be noted below.

Attach corporate acknowledgment on previous page.

Full name of Surety Co. Farmington Casualty Company

Home Office Address One Tower Square, Hartford, CT 06183

Name of Attorney-in-Fact Ted R. Jorgensen

Name of Local Agency CSDZ, LLC

Address of Local Agency 225 S Sixth Street, Suite 1900, Minneapolis, MN 55402

If this bond is executed outside the State of Minnesota, it must be countersigned on Page 3 by a Minnesota Resident Agent of the Surety Co.

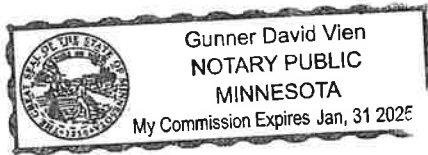
Name of Agent affixing countersignature N/A

Address N/A

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Lyon )

On this 13<sup>th</sup> day of February, 2023, before me appeared Jeffrey J. Towne,  
to be known, who, being by me duly sworn, did say that (s)he is the President of  
the Limited Liability Company described in and which executed the foregoing instrument, and that (s)he  
signed his name thereto by order of the Board of Governors of said Limited Liability Company.

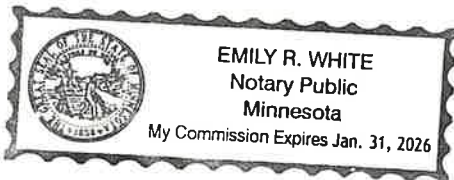


Gunner David Vien  
Notary Public Lyon County, Minnesota  
My commission expires 1/31/2025

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Becker )

On this 10th day of February, 2023, before me appeared Ted R. Jorgensen,  
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of \_\_\_\_\_  
Farmington Casualty Company, a corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was  
executed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_  
Ted R. Jorgensen acknowledged said instrument to be the free act and deed of said corporation.



Emily R. White  
Notary Public Becker County, Minnesota  
My commission expires 1/31/2026



# Farmington Casualty Company


## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint **MELINDA C BLODGETT, R. C. BOWMAN, Sandra M. Engstrum, R. W. FRANK, TED R JORGENSEN, JOSHUA R LOFTIS, BRIAN J OESTREICH, Nicole Stillings, RACHEL THOMAS, LIN ULVEN, C. WHITE, Emily White, and Nathan Weaver** of Minneapolis, Minnesota, its true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this **10th** day of **February**, **2023**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.**





**Request for Board Action**  
**Agenda Item No. 2.4.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Consent

**Estimated Time:** \_\_\_\_\_

**Department:** Public Works/Parks

**Presenter:** \_\_\_\_\_

**Recommendation:** Approve

**Item:** Final payment to Morris Sealcoat & Trucking Inc. for SAP 032-030-030

**Board Action Request:**

Approve final payment to Morris Sealcoat & Tracking Inc. If approved sign the certification of final acceptance resolution.

**Background & Comments:**

Roads Seal Coated in 2022: CSAH 3, 4, 9, 24, 43, 44, & 49

**Attachments:** Final payment and certification of final acceptance resolution certification

**Fiscal Impact:** State Aid Funds

**\*\* 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](mailto:County.Administrator@co.jackson.mn.us)

# Jackson County Public Works

Phone (507) 847-2525  
 53053 780<sup>th</sup> Street  
 Jackson, Minnesota 56143

**Contract Number:** SAP 032-030-030  
**Final Pay Request Number:** 2

Project Number	Project Description
SAP 032-030-030	2022 seal coats

<b>Contractor:</b> Morris Sealcoat & Trucking, Inc. 46253 208th Street Morris, MN 56267	<b>Vendor Number:</b> 1355  <b>Up To Date:</b> 12/31/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$372,483.53	Original	\$372,483.53
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$372,483.53	Total	\$372,483.53

Work Certified To Date	
Base Bid Items	\$405,606.24
Contract Changes	\$
Material On Hand	\$0.00
Total	\$405,606.24

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Total Amount Paid To Date	Amount Paid This Request
\$0.00	\$405,606.24	\$0.00	\$385,325.93	\$ 405,606.24	\$ 20,280.31
Percent: Retained: 0%			Percent Complete: 108.89%		
<b>Amount Paid this Final Pay Request: \$20,280.31</b>					

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

Approved By



Date: 3/1/2023

Timothy J. Staff  
 Jackson County Engineer

Approved By Morris Sealcoat & Trucking, Inc.



Date: 02/21/2023

Contractor

Project No. : SAP 032-030-030  
Final Pay Request No. : 2  
Contract No.: SAP 032-030-030

**Certificate of Final Contract Acceptance  
Final Voucher Number: 2**

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$405,606.24 and agrees to the amount of \$20,280.31 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Morris Sealcoat & Trucking, Inc.

By Suzanne Holland

~~XXX~~ \_\_\_\_\_ ~~XXX~~ \_\_\_\_\_ State of ,

On This 21st Day February, 2023, Before me appeared Suzanne Holland To me known to

(Individual Acknowledgment)

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

(Corporate Acknowledgment)

Suzanne Holland ~~XXX~~ \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President ~~XXX~~ \_\_\_\_\_ of the

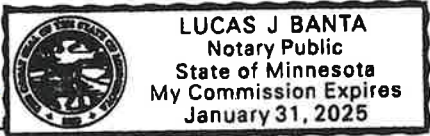
orris Sealcoat & Trucking, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said Suzanne Holland ~~XXX~~ \_\_\_\_\_

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

Notarial My Commission as Notary Public in Stevens County

Seal Expires 01/31/2025 Signature [Signature]



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

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

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

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

Contract Number: SAP 032-030-030  
Contractor: Morris Sealcoat & Trucking, Inc.  
Date Certified: 12/31/2022  
Payment Number: 2

Whereas; Contract No. SAP 032-030-030 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Jackson County and authorize final payment as specified herein.

State of \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At \_\_\_\_\_,

Signed By \_\_\_\_\_

Jackson County, MN

(SEAL)

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Total Amount Paid To Date	Amount Paid This Request
SAP 032-030-030	\$0.00	\$405,606.24	(\$20,280.31)	\$385,325.93	\$405,606.24	\$20,280.31

Contract Payment Summary					
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2022-06-07	\$405,606.24	\$20,280.31	\$385,325.93	
2	2022-12-31	\$0.00	(\$20,280.31)	\$20,280.31	

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 032-030-030	1	2021.501/00010	MOBILIZATION	LS	\$23,460.00	1	0	\$0.00	1	\$23,460.00
SAP 032-030-030	2	2356.504/00010	BITUMINOUS SEAL COAT	S Y	\$0.23	429500	0	\$0.00	429500	\$99,214.50
SAP 032-030-030	3	2356.505/00020	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALL ON	\$2.50	89992	0	\$0.00	94568	\$236,420.00
SAP 032-030-030	4	2356.505/00030	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2P)	GALL ON	\$2.71	8793	0	\$0.00	16794	\$45,511.74
SAP 032-030-030	5	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,000.00	1	0	\$0.00	1	\$1,000.00
<b>Base Bid Totals:</b>								<b>\$0.00</b>		<b>\$405,606.24</b>



**Request for Board Action**  
**Agenda Item No. 2.5.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Consent

**Estimated Time:** \_\_\_\_\_

**Department:** Public Works/Parks

**Presenter:** \_\_\_\_\_

**Recommendation:** Approve

**Item:** DNR Outdoor Recreation Grant

**Board Action Request:**

Approve a grant application by supplying an applicants Resolution of support document.

**Background & Comments:**

The board in 2022 supplied this same letter of support, however we were not awarded the grant. I Need a new form filled out to submit with my new grant application request. The Outdoor Recreation Grant Program provides matching grants to local units of government for up to 50% of the cost of acquisition, development and/or redevelopment of local parks and recreation areas. This grant will not cover bathroom costs but would fund other development such as: additional camping sites, ADA requirments, picnic tables, fire rings, shelter house improvements, and the purchasing and installation of several recreation items such as a sand volleyball court, gaga ball pit, horseshoe and ladder ball, and ping pong table. These improvements would be a greatly utilized by our seasonal campers, local visitors, and local schools which hold activities at the park for students occasionally.

**Attachments:** sample resolution

**Fiscal Impact:** Parks Budget

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

Complete and email this form to: [County.Administrator@co.jackson.mn.us](mailto:County.Administrator@co.jackson.mn.us)

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

**Resolution No. 23-005**

**BE IT RESOLVED** that Jackson County acts as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 31<sup>st</sup> of March, 2023 and that Jeremy Bartosh, Parks Supervisor, is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of Jackson County.

**BE IT FURTHER RESOLVED** that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

**BE IT FURTHER RESOLVED** that Jackson County has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

**BE IT FURTHER RESOLVED** that Jackson County has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

**BE IT FURTHER RESOLVED** that Jackson County has or will acquire fee title or permanent easement over the land described in the boundary map or recreational site plan included in the application.

**BE IT FURTHER RESOLVED** that, upon approval of its application by the State, Jackson County may enter into an agreement with the State for the above-referenced project, and that Jackson County certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

**NOW, THEREFORE BE IT RESOLVED** that Jeremy Bartosh, Parks Supervisor is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

**I CERTIFY THAT** the above resolution was adopted by the Jackson County Board of Jackson County on the 7th day of March, 2023.

SIGNED:

\_\_\_\_\_  
Phil Nasby, Board Chair

\_\_\_\_\_  
Date

WITNESSED:

\_\_\_\_\_  
Ryan Krosch, County Administrator

\_\_\_\_\_  
Date



**Request for Board Action**  
**Agenda Item No. 2.6.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Consent

**Estimated Time:** \_\_\_\_\_

**Department:** Public Works/Parks

**Presenter:** \_\_\_\_\_

**Recommendation:** Approve

**Item:** Sandy Point Park Septic System & Dumpstation

**Board Action Request:**

Award the project to H & F Precision Drainage L.L.C. for their quote of \$86,968.75.

**Background & Comments:**

Sandy Point Campground currently does not have a modern bathroom or dump station such as our other four campgrounds. In 2022, SEH Engineering from Mankato, MN designed a plan for the location of a dump station, water hydrant, and a fully sized drainfield to accommodate future expansion in park to include a modern bathroom facility as well as up to 22 additional sites. Advertised for Bids. Six local and licensed septic installers were interested in project with the attached four contractors submitting bids. The design engineer from SEH estimated the project should fall between \$50,000-\$100,000. Because the county has access to a pile of black dirt that would be used for the topsoil of project we recommend the board accept the Alternate Quote #2 for \$86,968.75. Plan is to construct a modern bathroom / shower facility in 2024.

**Attachments:** Quotes

**Fiscal Impact:** Parks Budget

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

Complete and email this form to: [County.Administrator@co.jackson.mn.us](mailto:County.Administrator@co.jackson.mn.us)

## Quotes for Sandy Point Park Septic System/Dumpstation Project

### Complete Project- Quote#1      Low-High

H & F Precision Drainage- HL	\$ 92,512.40
Hohenstein Septic- Lakefield	\$ 109,784.00
Mike Mini Exc.- Fulda	\$ 110,795.30
Beemer Comp- Fairmont	\$ 124,600.00

### Less 20 yds Topsoil- Quote#2      Low-High

H & F Precision Drainage- HL	\$ 86,968.75
Mike Mini Exc.- Fulda	\$ 97,464.86
Hohenstein Septic- Lakefield	\$ 104,284.00
Beemer Comp- Fairmont	\$ 114,000.00



**Bryan Freking 91895 375<sup>th</sup> Ave. Heron Lake, MN 56137 Cell # 507.360.9386**

2-22-2023

### Sandy Point Septic Project Breakdown

#### Water Line

Install 363' of 1", 250 psi water line per plan

Install 6' bury, 1" Iowa hydrant. Bed hydrant base with pea rock and cement block

Install 3 brass tees and plug for future camper service hook-ups

#### RV Dump Station

Install 427' of 4" Sch. 40 pvc to dump station and proposed showers per plan

Install a total of 6 cleanouts

Install 3 sewer wyes and cap for future camper service hook-ups

#### Septic System

Install 4, 2500 gal. Bakker septic tanks, 3 pumps, baffles, filter and control panel per plan

Construct and plumb 3 zone mound system

Install irrigation boxes (21) around all cleanouts and inspection pipes

#### Electrical

Electrical wiring of control panel and 3 lift pumps

Thank you for the opportunity to bid this project. Feel free to call with any questions.

Bryan Freking

**Sandy Point Park Complete Septic System – Request for Quotes**

**Project:** Construction of a Complete Septic System from

**Project Address:** Sandy Point Park: 41699 850<sup>th</sup> Street Lakefield, MN 56150

**Anticipated Building Season:** 2023 Construction Season.

**Contractor Requirements:** Septic System Installers must be licensed

**Project Expectations:** Septic Contractor will provide all materials needed for project as well as Provide Electrical Contractor for electrical needs. Work with County personnel ensuring project is completed in a safe and timely matter. All disturbed areas need to be fully leveled off and restored. County Staff will seed when completed. Project needs to be completed by October 31<sup>st</sup>, 2023.

**INSURANCE REQUIREMENTS:**

The Contractor shall purchase, provide and maintain, at its own expense, such insurance as will protect the Contractor from claims set forth below. Proof of such insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this project and shall be evidenced by the carrier's certificates filed with the County. The contractor shall supply the County with a list of Sub-Vendors and shall verify and take responsibility for the Sub-Vendor's proof of insurance. Insurance shall be in force the first day of the Agreement. Insurance shall not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to:

**Jackson County Parks & Trails  
53053 780<sup>th</sup> St.  
Jackson, MN 56143**

It is agreed that any insurance maintained by the County will not contribute with insurance provided by this policy.

The Contractor shall not commence work until the Contractor has obtained required insurance and filed an acceptable certificate of insurance with the County. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. The insurance certificate shall note Jackson County as the certificate holder and Jackson County shall be named as Additional Insured.

**COMMERCIAL GENERAL LIABILITY**

A single or combined limit occurrence based general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

\$1,000,000 per occurrence  
\$2,000,000 per occurrence

**AUTOMOBILE LIABILITY**

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

\$1,500,000 per occurrence

**UMBRELLA**

\$1,000,000 each occurrence/aggregate

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

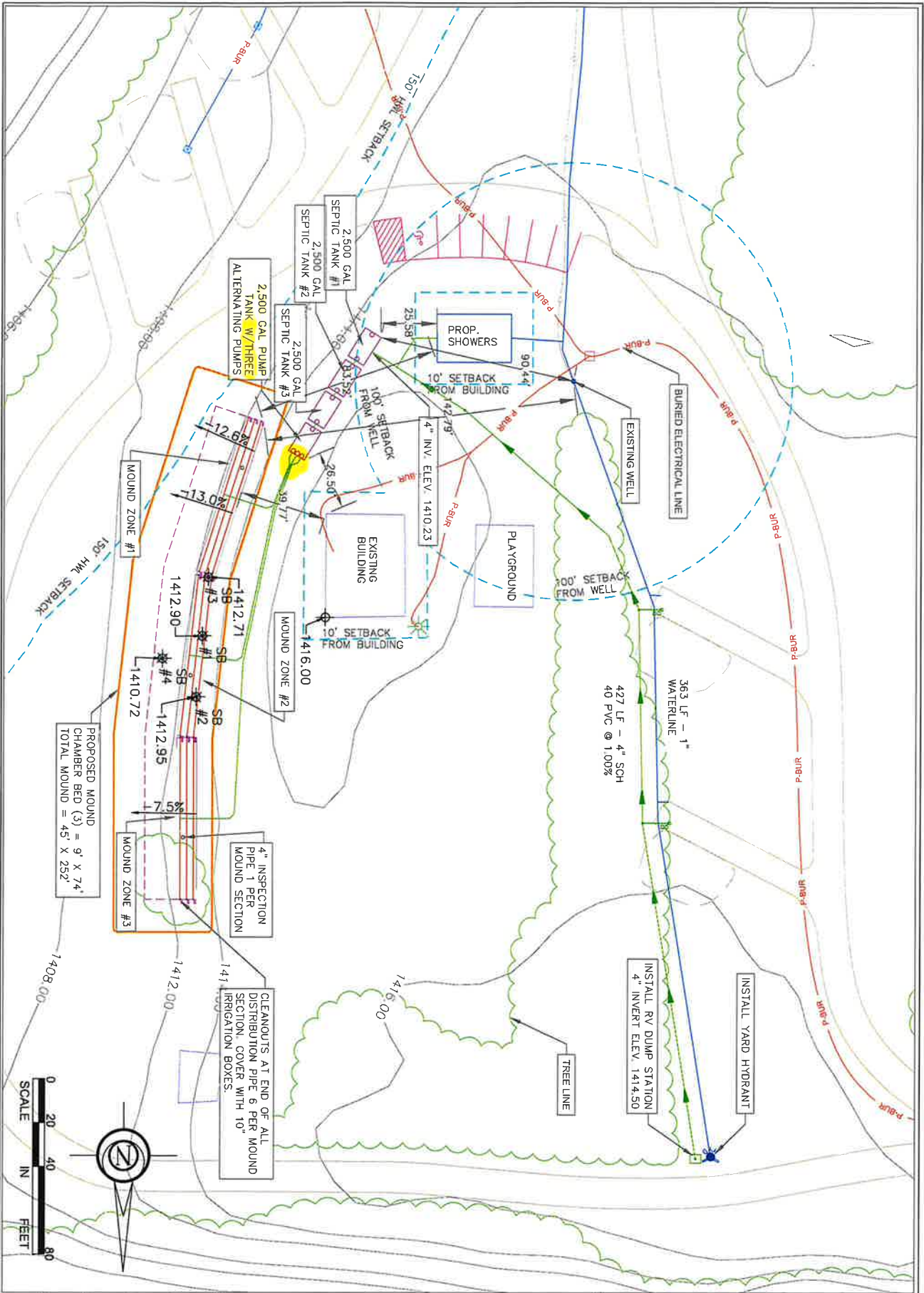
Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota.

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

Quote #1: Quote for all work and materials: \$ 92,512.40

Alternative Quote: all work minus the following: (County to supply the black dirt for the topsoil level only)  
\$ 86,968.79

<u>H &amp; F Precision Drainage</u>	<u>Bryan Frcking - Owner</u>	<u>[Signature]</u> <u>2-22-23</u>
Builder/Contractor/Company Name	Authorized Representative/Title	Signature/Date



JACKSON COUNTY PARKS AND TRAIL  
SANDY POINT PARK

41699 850TH STREET, LAKEFIELD MN 56150

**SEPTIC SYSTEM DESIGN**



PHONE: 507.388.1989  
11 CIVIC CENTER PLAZA,  
SUITE 200  
MANKATO, MN 56001-7710  
www.sehinc.com

Designed By:  
BJK

Drawn By:  
BJK

PLANSHEET:  
JACMN 168222

DATE:  
REV. 2/7/2023

SHEET:  
1 OF 1



**Request for Board Action**  
**Agenda Item No. 3.1.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Regular

**Estimated Time:** 10 minutes

**Department:** Citizen/Stakeholder/Organization

**Presenter:** Fort Belmont Board

**Recommendation:** Approve

**Item:** Fort Belmont Annual Report and Budget Resolution

**Board Action Request:**

Approve Resolution approving the Fort Belmont 2022 Annual Report and 2023 Budget for the Fort Belmont Museum and Visitor's Center

**Background & Comments:**

Per the terms of a grant agreement with the State of Minnesota, Fort Belmont/JCT, Inc. must present an annual report and operating budget to the Board annually. The Board must accept by resolution the report and budget and certify both to the the MN Historical Society and MN Management and Budget Office.

**Attachments:** Resolution

**Fiscal Impact:** None

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

Complete and email this form to: [County.Administrator@co.jackson.mn.us](mailto:County.Administrator@co.jackson.mn.us)

County of Jackson            )  
  ) SS.  
State of Minnesota            )

**Resolution No. 23-006**  
**APPROVING FORT BELMONT/JCT, INC. FISCAL YEAR 2022 ANNUAL REPORT & FISCAL**  
**YEAR 2023 BUDGET**

Resolved by the Board of Commissioners, County of Jackson, and State of Minnesota:

**WHEREAS**, a grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project was entered into between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society, and;

**WHEREAS**, Article II, Section 2.03 of the grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society requires that Jackson County will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues will be equal to or greater than forecast program expenses for the next fiscal year, and;

**WHEREAS**, Article II, Section 2.03 of the grant agreement and construction grant for the Fort Belmont Museum and Visitor's Center Project between Jackson County, a political subdivision of the State of Minnesota and the Minnesota Historical Society requires that Jackson County will supply to the Minnesota Historical Society and the Department of Finance certified copies of such resolution and budget.

**IT IS HEREBY RESOLVED**, that the Jackson County Board of Commissioners does hereby approve, by resolution, the Annual Report for Fiscal Year 2022 and the Fiscal Year 2023 budget for the Fort Belmont Museum and Visitor's Center, as presented by Fort Belmont/JCT, Inc., and directs Jackson County staff to supply to the Minnesota Historical Society and the Department of Finance certified copies of such resolution and budget.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 7th day of March, 2023.

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Phil Nasby, Chair  
Jackson County, Minnesota Board of Commissioners

ATTEST:

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Ryan Krosch  
Jackson County Administrator

# Fort Belmont/JCT Inc.

Annual Report for Fiscal Year  
January 1- December 31, 2022



217 Belmont Lane • Jackson, MN 56143  
(507)847-3867 • (507)847-6672  
[www.fortbelmontmn.com](http://www.fortbelmontmn.com)

## Fort Belmont Board Members and Volunteers

Doug Bartz	116 State St. Apt. 109	Jackson, MN	841-3377 B
Corey Christopher	60690 800th St.	Alpha, MN	841-4255 B
Jim Eigenberg	112 4th Ave. Box 256	Heron Lake MN 56137	793-2832 B
Gary Elsbecker	156 2nd Ave.	Jackson, MN	841-1915 B
Cindy Erickson	83714 525th Ave.	Jackson, MN	847-2514 V
Jerry &Gwen Fleece	35131 780th St.	Round Lake MN 56167	842-5361 V
Becky Fowler	121Bluff Ave.	Jackson, MN	841-0832 V
Paula Hakes	608 Brown St.	Jackson, MN	840-0199 B
Lawrence Hacker	59771 720th St.	Alpha, MN 56111	841-1097 B
Cec Handivedt	57448-790th St.	Jackson, MN	841-0131 B
Andi Hare	107 Bluff Ave.	Jackson, MN	303-913-1391 V
Deb Isaacson	223 Highland St.	Jackson MN	841-0189 B
Carolyn Jacobson	100 Co. Rd. 34w	Jackson, MN	841-3397 V
Kay Johnson	318 Brown St.	Jackson, MN	847-5268 V
Ginny Krejci	204 Hilltop Ave.	Jackson, MN	847-2486 V
Ken Kruse	919 Sherman St.	Jackson, MN	841-1089 B
LaVonne Kruse	919 Sherman St.	Jackson, MN	841-0576 B
Jackie Lutterman	59927 800th St.	Alpha, MN	847-2904 V
Arlin & Peggy Mattison	Box 194 721 Griffin N.	Lakefield, MN	712-441-4444 V
Pat Milbrath	118 Pond Dr.	Jackson, MN	849-7038 V
Mark Nasby	1000 Homedale Dr.	Jackson, MN	952-484-0370 V
Chris Naumann	1358 Springfield Pkwy	Jackson, MN	841-0254 B
Mark Oeltjenbruns	107 Third Ave.	Jackson, MN	841-2427 B
John Schwartz		Jackson, MN	841-3456 B
Dale &Lisa Severance	21686 Fellows Ave.	Rushmore, MN 56168	329-8627 B
Gloria Svoboda	112 N Sverdrup	Jackson MN	841-0772 B

# 2022 Fort Belmont Year in Review

## **Events**

February 26, Farm and Home Show was well attended.

May 5, Spring Fundraiser-- funds this year go to Joul Drugstore project.

School Group Tours-- 24 letters sent out. 2 groups responded.

Our Saviors Church outdoor service and picnic.

New Co-coordinator hired--Paula Hakes

Rhythm of the River, July 8,9

Class Reunion, July 10

Pioneer Days, August 27,28 Special Presentations by Zooman, MN Jack Sparrow, Bryce Stenzel, and Steve Ulmen.

4 Weddings--August 27, September 2,3, November 19

Harvest Hosts--104 visitors, down from 114 in 2021 due to high fuel prices.

Volunteer Appreciation Dinner, November 15, 24 in attendance.

## **2022 Items Donated**

Collection of Naturals (sealed flower arrangements produced in Jackson). Donated by Dennis Henricks collected by his brother.

Indian Artifacts donated by Dan and Caroline Bunderlie.

Buffalo Hide donated by Andi and Steve Hare

19th century clothing (Wedding Dress, baptism and Confirmation dresses by Rosalie Brodin.

Drug Store Artifacts dating back to 1901 by family of Bert Joul.

## **Projects for 2023**

Roof Repair on Lookout Tower- carried over from 2022 wind damage.

Repaint Summer Kitchen, Maintenance Shed, Drug Store, Church.

## **Future Planning --5 year**

Rebuild (replace Sod House)

## Pioneer Days Demonstrators and Displayers

Joshua Godfredson--Minnesota Jack Sparrow

Brent Mielke--Zooman

Lawrence Hacker--Blacksmith

Mark Nasby--Lefse and Pie Maker

Bryce Stenzel--Abe Lincoln Impersonator

Steve Ulmen--Author

Norman Peterson--Wooden Spoon Carving

Connie Peterson--Loom Weaving and Spinning

Ken Kruse--Butter Churning and Hawk Throwing

Hannibal Haas--Trade Goods Trader

## Donation Services Rendered

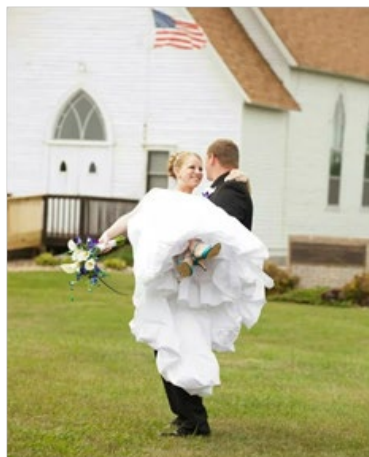
Painting of Farmhouse-- Mark Nasby

Repair of Farmhouse storm windows--Nancy Gertner

Restoration of 1860 Loom in log cabin done by Norm and Connie Peterson of Storden, MN.

Moving of former gift shop to new foundation for future Apothecary/Drug Store display by Jay Hall

Grounds Keeping by Mark Oeltjenbrun



**2022 Visitors registered:**

**1877 estimated visitors from 40 states and 9 foreign countries**

**Fort Belmont/JCT, Inc.**  
**Balance Sheet**  
As of December 31, 2022

Cash Basis

	Dec 31, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank Midwest Checking	61,849.66
Petty Cash	475.00
Total Checking/Savings	62,324.66
Total Current Assets	62,324.66
Fixed Assets	
Accum Depr	-6,097.00
Buildings - Operating	8,536.79
Furniture and Equipment	10,400.63
Total Fixed Assets	12,840.42
Other Assets	
American Funds Invest (Cost)	63,918.02
Total Other Assets	63,918.02
<b>TOTAL ASSETS</b>	<b>139,083.10</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	130.00
Total Other Current Liabilities	130.00
Total Current Liabilities	130.00
Total Liabilities	130.00
Equity	
Opening Bal Equity	8,147.60
Unrestricted Net Assets	130,446.69
Net Income	358.81
Total Equity	138,953.10
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>139,083.10</b>

**Fort Belmont/JCT, Inc.**  
**Profit & Loss**  
**January through December 2022**

Cash Basis

	Jan - Dec 22
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Direct Public Support</b>	
City Funding	9,000.00
Donations, Contributions	8,314.36
Direct Public Support - Other	92.00
<b>Total Direct Public Support</b>	17,406.36
<b>Indirect Public Support</b>	
Grants, Fundraising Federations	1,020.00
Indirect Public Support - Other	287.00
<b>Total Indirect Public Support</b>	1,307.00
<b>Insurance Payment</b>	4,875.31
<b>Other Types of Income</b>	
Gift Shop Sales	1,781.95
Miscellaneous, Billboard Lease	2,250.00
Round Up Dollars	669.00
Other Types of Income - Other	5,646.82
<b>Total Other Types of Income</b>	10,347.77
<b>Program Income</b>	
Entry - Donations	3,838.50
Lunchstand Fundraiser	107.75
<b>Total Program Income</b>	3,946.25
<b>RV Stop-Over Income - Donation</b>	1,786.25
<b>Total Income</b>	39,668.94
<b>Gross Profit</b>	39,668.94
<b>Expense</b>	
<b>Business Expenses</b>	
Permits, Registration, Licenses	25.00
<b>Total Business Expenses</b>	25.00
<b>Contract Services</b>	
Accounting Fees	2,131.75
Outside Contract Services	4,350.00
Contract Services - Other	1,910.00
<b>Total Contract Services</b>	8,391.75
<b>Facilities and Equipment</b>	
Equip Rental and Maintenance	538.94
Maintenance, grounds/buildings	4,909.41
Rent, Parking, Utilities	3,331.39
Facilities and Equipment - Other	2,363.00
<b>Total Facilities and Equipment</b>	11,142.74
<b>Meetings, Room Rent</b>	443.72
<b>Operations</b>	
Advertising	7,896.91
Dues, Subscriptions, Reference	35.00
Office Supplies, food, beverage	1,105.53
Postage, Mailing Service	168.88
Telephone, Telecommunications	926.56
Website	144.00
<b>Total Operations</b>	10,276.88

**Fort Belmont/JCT, Inc.**  
**Profit & Loss**  
January through December 2022

Cash Basis

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	<u>Jan - Dec 22</u>
Other Types of Expenses	
Gift Shop Expenses	2,368.78
Insurance Liability, D and O	4,990.53
Other Program Costs	37.54
Rendezvous Expense	1,413.20
Other Types of Expenses - Other	219.99
	<hr/>
Total Other Types of Expenses	9,030.04
	<hr/>
Total Expense	39,310.13
	<hr/>
Net Ordinary Income	358.81
	<hr/>
Net Income	<u>358.81</u>

## Fort Belmont / JCT Budget

Income	Budget 2023	Budget 2024	Budget 2025	Budget 2026	Budget 2027
Entry Donations	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00	\$ 4,500.00	\$ 4,500.00
Billboard Rental	\$ 3,780.00	\$ 3,780.00	\$ 3,780.00	\$ 5,000.00	\$ 5,000.00
Farm house/Church Rental	\$ 700.00	\$ 700.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00
Harvest Hosts	\$ 900.00	\$ 1,000.00	\$ 1,200.00	\$ 4,000.00	\$ 4,000.00
City of Jackson	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Donations (Incl. Building Donations)	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00	\$ 2,750.00	\$ 4,000.00
Farm Ground	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 300.00
Gift Shop Income	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00	\$ 2,500.00
Grant - Lodging: Advertising & Website	\$ 5,100.00	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00
Grants (All)					
"Friends of the Fort" Sold	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Miscellaneous Income				\$ -	\$ -
Rhythm of the River Lunch	\$ 500.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00
Rendezvous + Lunchstand Fundraiser	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
Spring Fund-raiser	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
WWW Offerings	\$ 550.00	\$ 550.00	\$ 550.00	\$ 525.00	\$ 525.00
Interest					
<b>Totals:</b>	<b>\$32,380.00</b>	<b>\$32,680.00</b>	<b>\$32,880.00</b>	<b>\$38,225.00</b>	<b>\$39,575.00</b>
<b>Expenses:</b>					
Accounting/Legal Fees	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,700.00	\$ 2,700.00
Chamber Contract	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
Base Rent - County	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Coordinator Wages	\$ 6,000.00	\$ 6,200.00	\$ 6,500.00	\$ 6,500.00	\$ 6,750.00
Phone/Internet	\$ 900.00	\$ 900.00	\$ 900.00	\$ 950.00	\$ 950.00
Equipment/Museum Purchases				\$ 500.00	\$ 500.00
Gift Shop Inventory	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Insurance, Liability/Property	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00
Utilities (FCA & City of Jackson)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00
Equipment Rental	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Maintenance & Supplies	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Capital Improvement Projects:				\$ 2,000.00	\$ 2,000.00
Advertising & Website (Lodging)	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
Miscellaneous (Gifts/Flowers)	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 350.00
Security	\$ 350.00	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00
Office Supplies,	\$ 500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00
Permits, Registrations & Licenses	\$ 25.00	\$ 25.00	\$ 25.00	\$ 125.00	\$ 125.00
Postage	\$ 50.00	\$ 70.00	\$ 70.00	\$ 275.00	\$ 275.00
Other Program Costs					
Raffle Expense					
Rendezvous Expense+Lunchstand	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00
Spring Fundraiser	\$ -	\$ -	\$ -		
Sales Tax	\$ 225.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00
WWW Offerings - split 50%	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	
Dues and Subscriptions	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
<b>Subtotal</b>	<b>\$31,041.00</b>	<b>\$31,261.00</b>	<b>\$32,011.00</b>	<b>\$36,841.00</b>	<b>\$36,916.00</b>
<b>Capital Improvement Projects: (Non-budgeted: Funds from Specific donors)</b>					
Gift Shop					
Church: Shingle Project					
<b>Totals</b>	<b>\$31,041.00</b>	<b>\$31,261.00</b>	<b>\$32,011.00</b>	<b>\$36,841.00</b>	<b>\$36,916.00</b>
<b>Net Income/Loss</b>	<b>\$ 1,339.00</b>	<b>\$ 1,419.00</b>	<b>\$ 869.00</b>	<b>\$ 1,384.00</b>	<b>\$ 2,659.00</b>



**Request for Board Action**  
**Agenda Item No. 4.1.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Regular

**Estimated Time:** 5 min

**Department:** Sheriff/Emergency Mgmt

**Presenter:** Sheriff Haken

**Recommendation:** Approve

**Item:** Approve/Deny Service Agreement Jackson County & SW Mental Health Center, Inc.

**Board Action Request:**

Approve Deny Service Agreement Jackson County & SW Mental Health Center, Inc. for jail mental health services

**Background & Comments:**

In January, 2023, we transitioned to American Correctional Healthcare (ACH) to provide health/medical care services in the jail. The remaining service required by statute in our jail is for mental health services. We are seeking a community based approach in providing these mental health services. Southwest Mental Health Center is willing to provide these services for up to 3 hours a week at a rate of no more than \$9500 annually. There is an option to provide additional services beyond the 3 hrs/week at a rate of \$150. This equates to approximately \$791/month.

**Attachments:** Purchase of Service Agreement between Jackson County & Southwestern Mental

**Fiscal Impact:** 2023: prorated to be \$7,910 for remainder of 2023

**\*\* 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](mailto:County.Administrator@co.jackson.mn.us)

**Purchase of Service Agreement between  
Jackson County & Southwestern Mental Health Center Inc.**

Jackson County, a Minnesota Political Subdivision, Jackson Minnesota 56143, hereafter referred to as the “County”, and Southwestern Mental Health Center, Inc., 117 S. Spring St., P.O. Box 686, Luverne, MN 56156, hereafter referred to as the “Contractor”, enter into this agreement for the period from March 7, 2023 through December 31, 2023.

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rule 29 or an approved vendor according to published county criteria or certificated by the Minnesota Department of Human Services to provide mental health services to persons; and

WHEREAS, the County, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256M wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

1. Contractors Duties
  - a. The County agrees to purchase, and the Contractor agrees to furnish the following service in-person or via tele-service:
    - 1) Adult Mental Health Crisis Assessment, interventions, and stabilizations for individuals in the custody of law enforcement.
    - 2) Develop crisis plans, including special precaution recommendations.
    - 3) Outpatient therapy, including co-occurring disorders treatment.
    - 4) Referral recommendations, as needed.
    - 5) No more than three hours of service delivery per week.
  - b. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.
2. Cost and Delivery of Purchased Services
  - a. The total amount to be paid for such Purchased Services must not exceed Nine

Thousand Five Hundred dollars (\$9,500). Reimbursement must be made on the basis of 100 percent of the full cost of services to eligible clients.

- b. If the County requests additional hours beyond the first three provided in a week, the Contractor will bill the County at \$150 for each additional hour requested.
- c. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- d. Purchased services will be provided at Southwestern Mental Health Center either in-person in Jackson County or via a tele-service modality.

### 3. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the County.

The parties understand and agree that the County must determine preliminary and final client eligibility, or

The parties understand and agree that when the Contractor has been delegated to make the preliminary determination of the client's eligibility for purchased services, the Contractor must complete and send to the County, within five working days of the date of application, an Application for Social Services. The County will, within five calendar days of the receipt of the application, certify in writing to the Contractor the recipient's eligibility for purchased social services, and prescribe the amount, disposition, and method of collection of any fees for said purchased services.

- a. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with a. above.
- b. When the County has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the County must notify the Contractor within 5 days of the determination. The County must notify the client of proposed termination of services in writing at least 10 days prior to the proposed County action, and of the client's right to appeal this proposed County action.
- c. The Contractor must notify the County and the client in writing whenever the

Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

d. The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

#### 4. Individual Service Plan

The parties understand and agree that all services provided to eligible recipients under the terms of this contract must be in accordance with the individual service plan developed with the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).

The County may delegate the development of Individual Service Plans to the Contractor. If the responsibility is being delegated, the County must ensure the development of the (ISP).

#### 5. Payment for Purchased Services

a. Certification of expenditures: The Contractor must, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to Jackson County. The Invoice must show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

b. Payment: The County must, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.

c. (When applicable) The Contractor agrees to submit timely HCFA 1500 invoices to the Medicaid Management payment system for services rendered during this contract.

Payment for said services will be according to the Medicaid Management Information System (MMISII) within the procedures and regulations promulgated by the State of Minnesota for all services funded by the Waivered Services

Program. The County is not liable for any waived service payment to the Contractor.

The Contractor agrees not to include in the charges for service, any administrative or service cost assignable to private pay or third-party pay sources.

6. Audit and Record Disclosures the Contractor must:

- a. Send the following financial, statistical and social services reports to the County on a monthly/quarterly basis.
  - 1) As agreed upon by both parties.
- b. Allow personnel of the County, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- c. If the collection of county fees is delegated to the Contractor, the Contractor must provide the County with information about fees collected and the fee sources.
- d. Maintain all records pertaining to the contract at 216 E. Luverne St., Luverne, MN for four years for audit purposes.
- e. Comply with policies of the MN Department of Human Services regarding social services recording and monitoring procedures, as defined and described in the MN Department of Human Services rules and manuals.

7. Safeguard of Client Information

The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

The Contractor agrees to abide by Federal Health Insurance Portability and Accountability Act (HIPPA) guidelines necessary to protect Individual Identifiable Health Information (IIHI) provided by the County. The Contractor shall establish permitted and required uses and disclosures and will be required to:

- a. Appropriately safeguard IIHI.
- b. Report any misuse of IIHI.
- c. Secure satisfactory assurances from any subcontractor.

- d. Grant individuals access and ability to amend their IHHI.
  - e. Make available an accounting of disclosures
  - f. Release applicable records to the County or Department of Human Services if requested.
  - g. Upon termination, return or destroy all IHHI.
8. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor Vendor County agrees to:

- a. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title 11 of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all the requirements imposed by the regulations issued pursuant to these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP.
- b. Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- c. Administer all programs in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Provider/Vendor,

County Agency, and the Department of Health and Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.

9. Fair Hearing and Grievance Procedures

The County agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by MN Department of Human Services administrative rules.

10. Bonding, Indemnity, Insurance, and Audit Clause

- a. Bonding: The Contractor must obtain and maintain at all times during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of \$ 100,000.
- b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the County from any and all liability, loss, damages, costs or expenses which may be claimed against the County or Contractor:
  - 1) By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or Contractor's assigns; or
  - 2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or Contractor's assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance; The Contractor further agrees, in order to protect itself and the County under the indemnity provisions set forth above, to at all times during the term of this contract have and keep in force a liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and \$3,000,000 for total injuries arising from any one incident.
- d. Audit: (when applicable) The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act Amendments of 1996, P.L. 104.156 and Office of Management and Budget, Circular No. A-133. After completion of the audit, a copy of the audit report must be filed with the County.

11. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provide the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, the Contractor Certifies That It and Its Principals\* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or County; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and

similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg/oig/](http://www.dhhs.gov/progorg/oig/).

If you do not have access to the website, and/or need the information in an alternative format, contact: SWHHS Director at 507-532-1248.

12. Conditions of the Parties' Obligations

- a. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the County may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the County, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

13. Subcontracting

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the County.

b. All subcontractors must be subject to and must meet all of the requirements of this contract.

c. The Contractors must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the MN Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. MN Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

14. Noncompliance

a. If the Contractor fails to comply with the provisions of this contract, the County may seek any available legal remedy.

b. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

15. Miscellaneous

The Contractor acknowledges and agrees that the MN Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the MN Department of Human Services are entitled to and may recover from the Contractor

reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

16. Limited English Proficiency Provisions

All County Contractors, grantees, licensees and any other public or private individual and/or organization that operates, provides or engages in health, or social services programs and activities on behalf of the County and receives federal funding activities, must comply with the Title IV language access requirements. Title IV and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Federal Civil rights compliance requirements for Title IV include a legal obligation to provide language assistance services to all applicants and clients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

17. Entire Agreement

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Jackson County

Southwestern Mental Health Center Inc.

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

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

Title: Chairperson

Title: CEO



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

**Requested Board Date:** 2/21/2023

**Agenda Type:** Consent

**Estimated Time:** 1 minutes

**Department:** Auditor/Treasurer

**Presenter:** Kelly Rasche

**Recommendation:** Approve

**Item:** Approve Drainage Authority Board Minutes of February 21, 2023

**Drainage Authority 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](mailto:County.Administrator@co.jackson.mn.us)

PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA  
February 21, 2023

DRAFT

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on February 21, 2023

Jackson County Drainage Authority Present

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

Others Present

Drainage Coordinator Kelly Rasche

CALL TO ORDER

Drainage Authority Board Chair Phil Nasby called the meeting order at 10:00 a.m.

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

CONSENT AGENDA

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

**2.1. Board Action** – Approve February 7th, 2023 Drainage Authority Regular Meeting Minutes

**2.2. Board Action** – Judicial Ditch 13 Main Project Pay Request Dirt Merchant Bid Package 4 #7

**2.3. Board Action** – Judicial Ditch 13 Main Project Pay Request Dirt Merchant Bid Package 7 #2

**2.4. Board Action** – Judicial Ditch 13 Main Project Pay Request Dirt Merchant Bid Package 7 #3

OTHER

Rasche updated the commissioners on upcoming meetings of drainage systems, both landowner meetings and drainage authority meetings.

ADJOURN

**Board Chair Nasby Closed the Meeting at 10:20 a.m.**

Approved this \_\_\_ day of \_\_\_\_\_ 2023

JACKSON COUNTY DRAINAGE AUTHORITY

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Phil Nasby, Drainage Authority Chair

ATTEST: \_\_\_\_\_  
Kevin Nordquist, Auditor/Treasurer



**Drainage Authority Request for Action**  
**Agenda Item No. 2.2.**

**Requested Board Date:** 3/7/2023

**Agenda Type:** Consent

**Estimated Time:** 1 minutes

**Department:** Auditor/Treasurer

**Presenter:** Kelly Rasche

**Recommendation:** Approve

**Item:** McCarty Custom Inc Pay Request JD 42 Bid Package 2 #1

**Drainage Authority Action Request:**

Approve pay request of Precision Farm Drainage in the amount of \$27,120.60 for JD 42 Bid Package 2 Pay Request #1 Improvement Project

**Background & Comments:**

Bid Package 2 for the JD 42 project was accepted at \$1,176,998.35 This amount is the mobilization fee for the project.

**Attachments:** Pay Request Bid Package 2 #1

**Fiscal Impact:** \$27,120.60 will be used from the JD 42 drainage system fund

**\*\* 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](mailto:County.Administrator@co.jackson.mn.us)



Completed Bid Items



Jackson County Judicial Ditch No. 42  
Bid Package #2

Jackson County Drainage Authority

Pay Request 1  
1/13/2023 To 2/22/2023

A	B	C	D	E	F	G	H	I	J	K	L	M
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining	Over/Under Estimate
01.7113.1000.01	MOBILIZATION	LS	1.00	\$ 50,000.00	\$ 50,000.00	0.57	\$ 28,548.00	0.57	\$ 28,548.00	0.43	\$ 21,452.00	\$ -
31.1100.1000.9	CLASS IV RIPRAP WITH GEOTEXTILE FABRIC	CY	1,581.00	\$ 70.00	\$ 110,670.00	0.00	\$ -	0.00	\$ -	1581.00	\$ 110,670.00	\$ -
31.1100.1000.10	HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL	AC	0.41	\$ 15,110.00	\$ 6,151.88	0.00	\$ -	0.00	\$ -	0.41	\$ 6,151.88	\$ -
31.2316.1000.07	COMMON EXCAVATION - POND (P) (EV)	CY	16,246.00	\$ 3.00	\$ 48,738.00	0.00	\$ -	0.00	\$ -	16246.00	\$ 48,738.00	\$ -
31.2316.1000.07	COMMON EXCAVATION - DITCH (P) (EV)	CY	54,842.00	\$ 3.00	\$ 164,526.00	0.00	\$ -	0.00	\$ -	54842.00	\$ 164,526.00	\$ -
31.2316.1000.07	TOP SOIL STRIP & PLACE SPOILS (P) (EV)	CY	62,115.00	\$ 4.00	\$ 248,460.00	0.00	\$ -	0.00	\$ -	62115.00	\$ 248,460.00	\$ -
31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	364.00	\$ 70.00	\$ 25,480.00	0.00	\$ -	0.00	\$ -	364.00	\$ 25,480.00	\$ -
32.9219.1000.04	MnDOT CATEGORY 4 EROSION CONTROL BLANKET	SY	37,268.00	\$ 2.50	\$ 93,170.00	0.00	\$ -	0.00	\$ -	37268.00	\$ 93,170.00	\$ -
32.9219.1000.10	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	4.70	\$ 4,000.00	\$ 18,800.00	0.00	\$ -	0.00	\$ -	4.70	\$ 18,800.00	\$ -
32.9219.1000.10	SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	7.70	\$ 4,000.00	\$ 30,800.00	0.00	\$ -	0.00	\$ -	7.70	\$ 30,800.00	\$ -
32.9219.1000.10	MOWING	AC	9.40	\$ 200.00	\$ 1,880.00	0.00	\$ -	0.00	\$ -	9.40	\$ 1,880.00	\$ -
32.9219.1000.10	WEED SPRAYING	AC	17.10	\$ 150.00	\$ 2,565.00	0.00	\$ -	0.00	\$ -	17.10	\$ 2,565.00	\$ -
33.0513.1000.02	INSTALL 18-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 3,000.00	\$ -
33.0513.1000.02	INSTALL 15-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	4.00	\$ 2,500.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	4.00	\$ 10,000.00	\$ -
33.0513.1000.02	INSTALL 24-INCH ASI OUTLET ASSEMBLY	EA	1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 4,000.00	\$ -
33.0513.1000.02	INSTALL 15-INCH ASI OUTLET ASSEMBLY	EA	4.00	\$ 2,250.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	4.00	\$ 9,000.00	\$ -
33.0513.1000.02	INSTALL STRUCTURE S-1 WITH GALVANIZED GRATE	EA	1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 10,000.00	\$ -
33.4510.1000.02	BULKHEAD EXISTING TILE	EA	9.00	\$ 1,000.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	9.00	\$ 9,000.00	\$ -
33.4510.1000.02	36-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	7.00	\$ 3,000.00	\$ 21,000.00	0.00	\$ -	0.00	\$ -	7.00	\$ 21,000.00	\$ -
33.4510.1000.02	18-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	1.00	\$ 1,500.00	\$ -
33.4510.1000.02	12-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 1,000.00	\$ -
33.4510.1000.02	10-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	2.00	\$ 800.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	2.00	\$ 1,600.00	\$ -
33.4510.1000.02	8-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	3.00	\$ 600.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -	3.00	\$ 1,800.00	\$ -
33.4510.1000.02	6-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	12.00	\$ 150.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -	12.00	\$ 1,800.00	\$ -
33.4510.1000.02	4-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	8.00	\$ 125.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	8.00	\$ 1,000.00	\$ -
33.4510.1000.02	ARMOR TILE OUTLET (RIPRAP & GEOTEXTILE FABRIC)	EA	25.00	\$ 500.00	\$ 12,500.00	0.00	\$ -	0.00	\$ -	25.00	\$ 12,500.00	\$ -
33.4510.1000.03	5" PRIVATE TILE (PERFORATED SINGLE WALL TILE)	LF	4,290.00	\$ 4.00	\$ 17,160.00	0.00	\$ -	0.00	\$ -	4290.00	\$ 17,160.00	\$ -
33.4510.1000.03	6" PRIVATE TILE (PERFORATED SINGLE WALL TILE)	LF	180.00	\$ 5.00	\$ 900.00	0.00	\$ -	0.00	\$ -	180.00	\$ 900.00	\$ -
33.4510.1000.03	REMOVE FENCE	LF	1,630.00	\$ 1.00	\$ 1,630.00	0.00	\$ -	0.00	\$ -	1630.00	\$ 1,630.00	\$ -
33.4520.1000.03	72-INCH CLASS III RCP PIPE	LF	188.00	\$ 150.00	\$ 28,200.00	0.00	\$ -	0.00	\$ -	188.00	\$ 28,200.00	\$ -
33.4520.1000.03	48-INCH CLASS III RCP PIPE	LF	24.00	\$ 150.00	\$ 3,600.00	0.00	\$ -	0.00	\$ -	24.00	\$ 3,600.00	\$ -
34.0100.1000.02	CONSTRUCT FIELD CROSSING	EA	2.00	\$ 7,500.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	2.00	\$ 15,000.00	\$ -
31.2316.1000.07	CUT V-NOTCH IN ROCK BERM	EA	1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	1.00	\$ 10,000.00	\$ -
					\$ 964,930.88		\$ 28,548.00		\$ 28,548.00		\$ 936,382.88	\$ -



**Drainage Authority Request for Action**  
**Agenda Item No. 3.1.**

**Requested Board Date:** 2/7/2023

**Agenda Type:** Regular

**Estimated Time:** 5 minutes

**Department:** Auditor/Treasurer

**Presenter:** Kelly Rasche

**Recommendation:** Approve

**Item:** Approve orders to initiate proceedings for outlet request for Judicial Ditch 2

**Drainage Authority Action Request:**

Motion to approve orders to initiate proceedings for Judicial Ditch 2

**Background & Comments:**

There are two properties that have been deemed to be using JD 2 as an unauthorized outlet. A meeting was held with representatives of New Vision and they have submitted a request for outlet.

No response has been received, to date, from Bunge property owners. A second letter has been submitted to the landowners.

**Attachments:** Outlet request letter(s), Findings and Orders for consideration

**Fiscal Impact:** Costs will be taken from the JD 2 system as appropriate

**\*\* 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](mailto:County.Administrator@co.jackson.mn.us)

**STATE OF MINNESOTA  
JACKSON COUNTY  
DRAINAGE AUTHORITY FOR JACKSON COUNTY JUDICIAL DITCH 2**

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In the Matter of the Proceedings for an Outlet  
to Jackson County Judicial Ditch 2

**ORDER SETTING HEARING ON  
PETITION**

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At a regular meeting of the Jackson County Board of Commissioners, seated as Drainage Authority for Jackson County Judicial Ditch (JD) 2, on March 7, 2023, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**FINDINGS**

1. The Drainage Authority was made aware of unauthorized outlets to Judicial Ditch 2 from unassessed property.
2. The Drainage Authority sent letters to the owners of the properties in question inviting petitions, pursuant to statutes section 103E.401, for outlet authorizations.
3. In January, 2023, the Drainage Authority received the petition of New Vision Coop for an outlet to Judicial Ditch 2 for unassessed lands in Section 35 of LaCrosse Township in accordance with MN Statute §103E.401.
4. The Drainage Authority, having reviewed the petition, determined that it meets the requirements of §103E.401.
5. The Drainage Authority is also aware of unassessed lands in Section 35 of LaCrosse Township, owned by the Martin E. & Jean R. Bunge Trust, that is currently using JD 2 as an outlet. Though a letter was sent to the Bunge Trust, the Trust has not filed a petition for outlet authorization.

Therefore, based on the foregoing findings, the drainage authority makes the following:

**ORDER**

- A. The Drainage Authority appoints Ron Ringquist as viewer to assist it in determining benefits to the property if an outlet is granted.
- B. The Drainage Authority appoints the engineering firm of ISG, Inc., and Chuck Brandel, P.E., to provide an opinion of whether additional drainage from the petitioned land will

either overwhelm the capacity of the drainage system or deprive other benefitted lands of the utility of the drainage system.

- C. A hearing is set for April 4, 2023 at 10:30 a.m. in the Commissioners’ Room of the Jackson County Courthouse, 405 – 4<sup>th</sup> Street, Jackson, Minnesota, for the petition of New Vision Coop and the unauthorized use of JD 2 by the Martin E. & Jean R. Bunge Trust.
- D. If the Drainage Authority receives a petition for outlet into JD 2 by the Martin E. & Jean R. Bunge Trust, the hearing for the Trust will be changed from enforcement action against the Trust for unauthorized use of JD 2 as an outlet to a hearing on its petition.
- E. The Auditor, with the assistance of staff, is to provide notice of the hearing, by mail, to each owner of property benefitted by the drainage system. The Auditor is further directed to publish notice of the hearing once per week for three successive weeks in advance of the hearing in a newspaper in general circulation in that part of the County where JD 2 is located.

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

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

Upon vote, the Chairman declared the Resolution Passed.

\_\_\_\_\_  
Board Chairman

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

I, Kevin Nordquist, Jackson County Auditor-Treasurer, do hereby certify that I have compared the above Findings and Order with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kevin Nordquist, Auditor-Treasurer