



JACKSON COUNTY
MINNESOTA

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

Tuesday, March 21, 2023 9:00 A.M.

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

- 8:15 a.m. Call Special Meeting of the Jackson/Nobles 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 – JD 9
 - 1.2. Board Action – JD 13
 - 1.3. Engineers Update – 2023 Construction
- Unscheduled Adjourn Special Meeting of the Jackson/Nobles 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 March 7th, 2023 Board of Commissioner Regular Meeting Minutes
 - 2.2. Board Action – Approve Claims
 - 2.3. Board Action – LCCMR Grant Letter of Support
 - 2.4. Board Action – 2022 County Feedlot Officer Annual Report
 - 2.5. Board Action – SWIF Grant for Summer Library Program Book Incentive
 - 2.6. Board Action – Surplus Equipment Declaration
- 9:04 a.m. Citizen/Stakeholder/Organization
- 3.1. Resolution – Proclamation of April as Child Abuse Prevention Month

- 9:09 a.m. Jackson County Revolving Loan Fund
4.1. Board Action – Jackson County Revolving Loan Fund Requests
- 9:19 a.m. Land Management, Interim Director Daniel Bartosh
5.1. Resolution – Des Moines River Comprehensive Watershed Plan
- 9:24 a.m. County Attorney, Kristi Meyeraan
6.1. Board Action – Legal Services Contract
- 9.29 a.m. County Administrator, Ryan Krosch
7.1. Resolution – Opioid Settlements
7.2. Board Action – LELS Local 53
Jailer/Dispatcher/Deputy/Investigator Union Labor Contract
7.3. Board Action – AFSCME Union Labor Contract
- 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 March 7th, 2023 Drainage Authority
Regular Meeting Minutes
2.2. Board Action – JD 42 Pay Request of Precision Farm Drainage
Bid Package 2 #1
- Drainage Coordinator, Kelly Rasche
3.1. Resolution –Redetermination of Benefits Policy
3.2. Board Action – Judicial Ditch 62 Findings and Order Initiating
the Redetermination of Benefits
3.3. Board Action – Findings and Order Initiating the
Redetermination of Benefits for Multiple Systems
- Unscheduled Adjourn Drainage Authority Meeting

**BEFORE THE JACKSON and NOBLES
BOARD OF COMMISSIONERS ACTING AS DRAINAGE AUTHORITIES FOR
JACKSON and NOBLES JOINT JUDICIAL DITCH 9 & Judicial Ditch 13
March 21, 2023 at 8:15 a.m.**

**This meeting is being conducted under Minn. Statute 13D.02
Other Entity Meetings by Interactive Technology**

Each county's commissioners shall gather in their respective board rooms.

- Nobles County shall be in the Commissioner's Room, Third Floor of the Nobles County Government Center, 315 Tenth St, Worthington, MN.
- Jackson County shall be at Jackson County Commissioner's Board Room 405 4th St, Jackson, MN.

**Jackson County Commissioners: Scott McClure, Jim Eigenberg, Phil Nasby
Nobles County Commissioners: Gene Metz, Bob Paplow, Justin Ahlers**

JD 9 Commissioners: McClure, Eigenberg, Metz, Paplow, Ahlers

JD 13 Commissioners: McClure, Eigenberg, Nasby, Metz, Paplow

AGENDA

Call Meeting of Nobles/Jackson Judicial Ditch 9 Board to order – Chair Metz

JD 9 Approve Agenda

Call meeting of Jackson/Nobles Judicial Ditch 13 Joint Board to order – Chair Nasby

JD 13 Approve Agenda

Joint Boards Business

JD 9 and JD 13 Crop Year 2023 Temporary Damages Per Acre Payment Amount Consideration

- a. JD 9 Motion
- b. JD 13 Motion

2023 Construction Season update – Engineers

Adjourn Joint Board meetings

JD 9 -- Chair Metz

JD 13 – Chair Nasby

Google Meet joining info
Video call link: <https://meet.google.com/fvq-nvqm-swi>
Or dial: (US) +1 612-351-1350 PIN: 701 379 135#

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA
March 7, 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 March 7, 2023. The following members of the Jackson County Board of Commissioners were present: James Eigenberg, Roger Pohlman, Scott McClure, and Phil Nasby. Commissioner Don Wachal was absent. County Administrator Ryan Krosch, Assistant to the Administrator Brandi Bourquin and County Attorney Kristi Meyeraan 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 Eigenberg to adopt the agenda with consent agenda items 2.5 Board Action – DNR Outdoor Recreation Grant and 2.6 Board Action – Sandy Point Park Septic System & Dump Station moved to the regular agenda and add consent agenda items Board Action – SW Initiative Foundation Grant of \$900 and Board Action – SW Initiative Foundation Grant of \$500. The motion carried unanimously.

CONSENT AGENDA

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

Board Action 23-040 – Approve February 21, 2023 Board of Commissioner Regular Meeting Minutes.

Board Action 23-041 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 101979-102119 in the amount of \$689,196.57 for the following funds: Revenue, \$284,452.02; Public Works, \$119,085.25; Heron Lake Capital Projects, \$1,800.00; Ditch, \$252,384.62; Insurance Trust Fund \$1,865.38; Library Fund, \$29,609.30. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
Wold Architects And Engineers	147,242.09
Hill Dale Farm	80,847.20
I & S Group Inc	57,124.98
Contegrity Group Inc	31,863.00
Cooperative Energy Co.	30,548.49
Marlyn Post Family Trust	30,543.75
Post/Joanne	30,543.75
Plum Creek Library System	23,050.00
Morris Seal Coat And Trucking Inc	20,280.31
RIVER BEND BUSINESS PRODUCTS, INC	18,603.07
Nickel Construction	17,437.75
KLJ Engineering LLC	12,083.00
Sunde Land Surveying, LLC	11,700.00
Minnesota Energy Resources	9,910.42
ACKERMANN/DALE	9,780.00
Equipment Blades Inc.	9,620.00
Jackson/City Of	8,842.78
Ziegler Inc.	8,779.60
Wendland Sellers Law Office	7,773.00

Advanced Correctional Healthcare, Inc	6,666.58
Marsden Bldg Maintenance LLC	6,354.00
Family Services Network	6,261.82
Verde Outdoor Media LLC	6,175.00
Nelson/Steve	5,700.79
S & J Cleaning	5,459.25
KNOW INK, LLC	5,250.00
JOHNSON/RANDALL W	4,923.00
Tordsen/Keith	4,765.00
Truck Center Companies West	4,114.80
RILEY/MICHAEL JOHN	3,586.00
RILEY/PATRICK	3,586.00
Syntax Inc	3,552.50
Riley/Frank	3,303.00
Pomerence/Bonnie	2,740.00
Bauer Built, Inc	2,522.29
Southwest Minnesota Regional Radio Board	2,380.00
Verizon Wireless	2,377.92
M C C C Mi 33	2,357.40
Motorola Solutions Inc	2,137.50
Total Claims Over \$2000	650,786.04
92 Claims Under \$2000	38,410.53
Total Claims Submitted	689,196.57

Board Action 23-042 – Approve Contract and Bond for SAP 032-599-090 & SAP 032-599-110.

Board Action 23-043 – Approve final payment to Morris Sealcoat & Tracking Inc.

Board Action 23-044 – Approve Southwest Initiative Foundation Grant of \$900.00 for the Heron Lake Library Meeting Room Equipment & Story Stroll Supplies.

Board Action 23-045 – Approve Southwest Initiative Foundation Grant of \$500.00 for the Summer Library Program 2023 "All Together Now."

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

Motion was made by Commissioner Eigenberg and seconded by Commissioner McClure to adopt Resolution 23-006 – Approving Fort Belmont/JCT, Inc. fiscal year 2022 annual report & fiscal year 2023 budget. The motion carried unanimously.

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.

SHERIFF/EMERGENCY MANAGEMENT

Motion was made by Commissioner McClure and seconded by Commissioner Pohlman to adopt Board Action 23-046 – Approve Service Agreement between Jackson County & SW Mental Health Center, Inc. for jail mental health services. The motion carried unanimously.

PUBLIC WORKS/PARKS

Motion was made by Commissioner Eigenberg and seconded by Commissioner McClure to adopt Resolution 23-005 – Approve resolution of support for the DNR Outdoor Recreation Grant for Sandy Point Park. The motion carried 3-0 in favor with Commissioner Nasby recusing himself from voting due to a conflict of interest.

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 31st 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.

Motion was made by Commissioner Pohlman and seconded by Commissioner Eigenberg to adopt Board Action 23-047 – Approve awarding the Sandy Point Park septic system and dump station project to H & F Precision Drainage L.L.C. at their quote of \$86,968.75. The motion carried unanimously.

BOARD REPORTS

Commissioner McClure reported on meetings/events involving the AMC Legislative Session, AMC Public Safety Policy Committee, Heron Lake Watershed, and land use/planning and zoning training seminar.

Commissioner Eigenberg reported on meetings/events involving DVHHS, UCAP, and Heron Lake Watershed.

Commissioner Pohlman reported on meetings/events involving AMC Health and Human Services Policy Committee and Historical Society.

Commissioner Nasby reported on meetings/events involving AMC Legislative Session, AMC Environmental and Natural Resources Policy Committee, and Extension.

ADJOURN

Motion was made by Commissioner Eigenberg and seconded by Commissioner Pohlman to adjourn the meeting at 9:49 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: 3/21/2023

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: LCCMR Grant request for supportive documents from board

Board Action Request:

Approve support of above grant and sign updated letters of support for Sandy Point Improvements

Background & Comments:

The board in 2022 supplied this same letter of support for Sandy Point, however we were not awarded the grant. I would like to reapply for this again. This is the same grant however we were awarded for Belmont Park in 2021 for the construction of natural surface bike trails. A new form is required to submit with new grant application request. The LCCMR grant could provide additional funding for additional camping sites, ADA requirements, picnic tables, fire rings, shelter house improvements, and the purchasing and installation of several recreation items such as a sand volleyball court, gaga ball and horseshoe pits. 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 of document needed (2pages)

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



March 21, 2023

Legislative-Citizen Commission on Minnesota Resources (LCCMR)
100 Rev. Dr. Martin Luther King Blvd.
State Office Building, Room 65
St. Paul, MN 55155

To the Members of the LCCMR:

The Jackson County Board of Commissioners is seeking \$195,000 to Expand & Improve the Recreational Opportunities at Sandy Point Park.

The Jackson County Board of Commissioners supports this project and authorizes the submittal of a proposal by Jeremy Bartosh for funding of this project to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2024 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal.

The Jackson County Board of Commissioners has the financial capability to meet match requirements (if any) and ensure adequate construction, operation, and maintenance of the project once completed.

If funds are awarded, the Jackson County Board of Commissioners understands that it must comply with all applicable federal and state laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement (if needed) and the approved LCCMR work plan. The Jackson County Board of Commissioners understands that grants from the ENRTF are generally paid out on a reimbursement basis and has the financial capability to pay for project expenses prior to seeking reimbursement.

Jeremy Bartosh is authorized to execute such agreements and work plans as necessary and Jeremy Bartosh is authorized to implement the project on behalf of the Jackson County Board of Commissioners.

Sincerely,

Board Chair

T: (507) 847-4182 | www.co.jackson.mn.us
405 Fourth Street Jackson, MN 56143

Committed to service, growth and tradition in a diverse rural environment



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: _____

Department: Land Mgmt/SWCD

Presenter: _____

Recommendation: Approve

Item: Approve/Deny 2022 County Feedlot Officer Annual Report

Board Action Request:

Approve the 2022 County Feedlot Officer Annual Report

Background & Comments:

The delegated County is required to prepare and submit for approval the Annual Report. This information also needs to be posted on the County's web site for public information.

Attachments: 2022 County Feedlot Officer Annual Report

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

2022 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2022 - December 31, 2022)

Revised November 2022

County: Jackson
 Phone: 507-662-6682 x4

Contact Person: Karen Pressley
 E-Mail Address: karen.pressley@co.jackson.mn.us

Signature: _____ (Date) _____
 (Signature of County Board Commissioner)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):				1	
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:				0	
3	FTEs supplied through contract with other local government units:				0	
4	Total Number of FTE positions that supported county program:				1	
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)				Base	Current	
5	Feedlots in shoreland with 10 - 49 AU:			11	12	
6	Feedlots with 50 - 299 AU:			151	140	
7	Non-CAFO/NPDES/SDS ≥ 300 AU:			76	72	
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")			16	28	
9	Feedlots with NPDES or SDS permits:			52	38	
10	Total - Feedlots required to be registered:			306	290	
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)				317	
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%):			22.5	
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)				27	
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU	50 - 299 AU	300 or more AU		
Only count first instance of each type of inspection per feedlot		(in shoreland)	(except where noted)	(Non-CAFO/NPDES/SDS)		
13	Compliance inspections	0	10	17		
	13.1) How many included the optional P review			17		
14	Construction inspections	0	0	0		
	14.1) How many received a 2nd construction inspection	0	0	0		
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	0	
16	In-field land application inspection	0	0	0		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0	0		
18	Routine or follow-up stockpile only inspection	0	0	0		
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request				0	
20	Number of feedlots inspected within shoreland or a DWSMA.				1	
21	Number of feedlots inspected within the County's priority areas as designated in the work plan.				27	
22	Number of sites inspected found to be non-compliant with water quality discharge standards.				0	
23	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.				4	
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
24	Compliance inspections min. # of compliance inspections: 12	27	22.5	4.5	1.5	6.75
25	Construction inspections	0	0	0	1	0
26	Desktop N&P records inspections	0	0	0	1.5	0
27	In-field land application inspections	0	0	0	0.5	0
28	Compliance inspections that include optional P review			17	0.5	8.5
29	Number of facilities that received 2 or more construction inspections.			0	0.5	0
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			0	0.5	0
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

Sites within Shoreland of the Upper & Lower West Fork Des Moines River. Jackson County estimated to conduct one inspection for this strategy. This goal was met.

Sites that have never been inspected, or not inspected in the last 8 years and are in the Upper & Lower West Fork Des Moines River. Jackson County estimated to conduct 2 inspections for this strategy. This goal was met. Jackson County conducted 4 inspections in this category.

Sites that, according to previous inspections, have not maintained adequate land application records and/or manure management plans. Jackson County estimated to conduct 2 inspections for this strategy. This goal was met. Jackson County conducted 3 inspections in this category.

Conduct phosphorus inspection within the Little Sioux Watershed. Jackson County estimated to conduct 15 inspections for this strategy. This goal was met. Jackson County did 19 compliance inspections along with phosphorus inspections. Upon inspection, 2 of the 19 sites were found to be under the 300 animal units and re-registered their sites to reflect that change.

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	1	---	---
34	Interim Permits Issued or Modified:	0	2	0
35	Construction Short-Form Permits Issued or Modified at Sites \geq 300 AU:	0	1	0
36	Public meetings held for construction or expansion to \geq 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
37	EAW petitions received:	0	---	---
38	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	0	2	0
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	2	---	---
41	Notices of Violation (NOV) issued:	0	---	---
42	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
43	Feedlots where a partial environmental upgrade was achieved:	0	---	---
44	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
45	Feedlots 100+ AU where N records requirements were returned to compliance:	1	---	---
46	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
47	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
48	Sites visited to provide assistance	27	---	---
49	Workshops/trainings hosted/sponsored by the CFO:	2	2	4
	49.1) Total number of feedlot owners attending these events	100	---	---
50	CFO presentations at informational or producer group events: (per event)	0	1	0
51	Number of mailings to feedlot owners:	235	---	---
52	Feedlot articles placed in newspapers and/or social media:	0	---	---
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.				
Date	Description			
26-Feb	Jackson County Farm & Home Show. Jackson County had a booth and provided feedlot information			
July 26-31	Jackson County Fair. Jackson County had a booth and provided feedlot information			
December	Jackson County prepares and has printed a calendar that is mailed to all registered feedlots. The Calendar contains information on: feedlot definitions, manure application setbacks, stockpiling setbacks, soil & manure sampling requirements, MMP & record keeping requirements and the animal unit calculations. Jackson county receives a lot of positive feedback on the calendar.			
CFO TRAINING AND MENTORING		Number	PC	PC Total
53	CFO - training CEUs: (Enter total training hours earned - list events below)	39	---	---
54	Hours mentoring New CFOs (describe on a separate sheet):	0	0.25	0
List the training events attended.				
Date	Description	Hours		
1/19/2022	CFO webex	1.5		
16-Feb	CFO webex	1		
16-Mar	CFO webex	1		
22-Mar	MACFO conference	15.5		
20-Apr	CFO webex	1.5		
19-May	CFO webex	1.25		
30-Jun	Regional CFO meeting	4		
15-Jun	CFO webex	1.25		
27-Jul	CFO webex	1.5		
17-Aug	CFO webex	1.5		
21-Sep	CFO webex	1.5		
2-Nov	Regional CFO meeting	4		
19-Oct	CFO webex	1.25		
16-Nov	CFO webex	0.75		
21-Dec	CFO webex	1.5		
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
55	Feedlots where a MinnFARM was conducted (list sites below):	0	1	0
56	Notifications received claiming air quality exemptions:	31	---	---
57	Meetings with other local government and producer groups:	0	---	---
58	Feedlot ordinance revisions likely, in progress, or completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes describe below		
MinnFARM completed by CFO		Describe other county program activities not identified elsewhere.		
registration no.	Site Name			
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned	
59	Reviewed registration files have ALL documentation uploaded to TEMPO, if applicable.	2	2	
60	All four inspection files have ALL documentation uploaded to TEMPO	2	2	
61	Both permit files have ALL documentation uploaded to TEMPO	4	4	
62	90% of inspection data entered within 60 days of inspection	2	2	
TOTAL PERFORMANCE CREDITS				29.25

Date	Training	Length (hr:min)	CEU
1/19/2022	CFO webex: data practices	1:29	1.5
2/16/2022	CFO webex: NPDES/SDS/gap sites	0:57	1
3/16/2022	CFO Webex: Reg numbers, horizon	1:07	1
3/22, 23, 24	MACFO conference	3, 8.5, 4	15.5
4/20/2022	CFO Webex: Inspections	1:28	1.5
	WEBEX: Shore Land, Year-end review Summary, CFO		
5/19/2022	Resources, Permit app Review	1:22	1.25
6/7, 9, 29, 30	Regional meetings		4
6/15/2022	Webex: Enforcement & NRCS NM plans	1:18	1.25
7/27/2022	CFO webex: Inspection checklist training	1:39	1.5
8/17/2022	Inspection checklist trng. Part 2	1:28	1.5
	CFO WEBEX: new MPCA website, online permitting, training	1:32	1.5
9/21/2022	and Horizon updates, in field land app inspection		
10/6, 18, 11/1, 11/2	Regional meetings: Thief River Falls, Waite Park, Owatonna, Marshall, MN		4
	CFO WEBEX:MMP cover crop requirements NPDES permits, Emergency Management incl. fish kills,	1:20	1.25
10/19/2022	over application of N in manure during drought		
11/16/2022	open air swing pits, IBP	0:41	0.75
12/21/2022	2022 Annual CFO Reporting	1:35	1.5
			39

CY2022 MPCA County Feedlot Financial Report			
The county may show all county expenditures beyond the required match.			
		Revised 11/29/22	
County	Jackson		
County Feedlot Officer	Karen Pressley	507-662-6682 x4	
	NAME	PHONE	
	Budgeted	Spent	Balance Remaining
2021 Funds Leftover			0
2022 Grant Award Amount	\$ 35,252.00	\$ 40,667.00	-5415
2022 Required Match Amount	\$ 24,547.00	\$ 24,547.00	0
TOTAL	\$ 59,799.00	\$ 65,214.00	-5415
PC NUMBER earned (per MPCA) in 2022 for 2021 work	\$ 6.75		
PC DOLLAR amount rec'd in 2022 for 2021 work	\$ 1,253.00		
Activity	Spent		
Complaint Response	\$ 1,561.00		
Inspections & Compliance	\$ 23,922.00		
Owner Assistance	\$ 585.00		
Permitting	\$ 3,285.00		
Registration/Inventories	\$ 4,488.00		
Training/Conferences	\$ 9,400.00		
Administration	\$ 9,205.00		
Other (explain)			
Choose either "overhead lump sum" or "overhead broken down" below. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs.	<i>Example: Overhead is figured into salary. Program activities include overhead.</i>		
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump sum or in addition to salary, enter that amount.)	Spent		
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent		
Office (lease, utilities, furniture, insurance, etc.)			
Vehicle (lease, fuel, mtnc., etc.)	\$ 731.00		
Supplies (computer, internet, phone, copier, fax, paper, postage, etc.)	\$ 440.00		
Reg., Dues, Conf Exp.	\$ 563.00		
Research fees			
TOTAL	\$54,180.00		
Employee Name	FTE	Grant Salary Expense (includes insurance/bene	
Karen Pressley	0.75	\$ 52,446.00	
Val Cihak	0.25	\$ 6,747.00	
Andy Geiger		\$ 4,287.00	
TOTAL	1	\$ 63,480.00	

AMBIENT AIR QUALITY STANDARD EXEMPTIONS

Person calling	Date of Call	Time of Call	Owner First Name	Owner Last Name	Township	Sect	Qtr	Permit #	Start Date	End Date	Notes
Ron Mulder	4/26/2022		Ron & Mary	Mulder	Des Moines	2	W 1/2 NW 1/4	063-87855	4/26/2022	4/27/2022	
Brian Materus	5/10/2022		Son-D-Farms	Rent	Rost	23	NE 1/4	063-88082	5/10/2022	5/12/2022	
Paul Rentschler	9/30/2022	3:30	Paul	Rentschler	Rost	3	E 1/2 NW 1/4	063-87786	10/1/2022	10/3/2022	To Rost 3 & WHL 33
Paul Rentschler	10/6/2022		Rod	Voss	Hunter	33	NW 1/4 NW 1/4	063-101020	10/6/2022	10/9/2022	To H28/32/33
Julia Larson - Email	10/10/2022		Christensen Farms	Midwest, LLC	Christiana	12	NW 1/4 NE 1/4	063-50002	10/7/2022	10/9/2022	To L6&7 and Southbrook 32
Dennis Salentiny	10/12/2022	2:00	Dennis & James	Salentiny	La Crosse	7	Pt NW 1/4	063-87769	10/13/2022	10/16/2022	
Scott Freking	10/14/2022	10:00 AM	Steve	Freking	La Crosse	28	NE 1/4	063-88601	10/14/2022	10/17/2022	To L18
Craig Studdle	10/18/2022	9:30 AM	Craig & Ernest	Stude	Alba	32	NE 1/4 SE 1/4	063-87730	10/18/2022	10/20/2022	To A30, 32, 33
Craig Studdle	10/18/2022	9:30 AM	Craig	Stude	Alba	33	NW 1/4	063-87731	10/18/2022	10/20/2022	To A30, 32, 33
Kevin Schmid	10/20/2022	9:00 AM	Kevin	Schmid	Emington	20	Pt SE 1/4	063-105060	10/20/2022	10/21/2022	To E4
Jim Bass	10/21/2022	8:30 AM	lv	Sether	Christiana	33	NW 1/4 SE 1/4	063-127073	10/21/2022	10/22/2022	Unit 12, applying to same (33C)
Jim Bass	10/24/2022	8:00 AM	lv	Sether	Christiana	30	NE 1/4	063-87754	10/24/2022	10/26/2022	Unit 7, applying to same (30C)
Mark Freking	10/24/2022	9:00 AM	Mark	Freking	La Crosse	10	SW 1/4 NE 1/4	063-88031	10/24/2022	10/27/2022	To L 10, 18, 22
Jim Bass	10/26/2022		lv	Sether	Christiana	29	NW 1/4 SW 1/4	063-93630	10/26/2022	10/28/2022	To C29
Ron Mulder	10/26/2022		Ron & Mary	Mulder	Des Moines	2	W 1/2 NW 1/4	063-87855	10/26/2022	10/30/2022	To D2, B35&26
Ron Mulder	10/26/2022		Ronald & Mary	Mulder	Middletown	22	E 1/2 SE 1/4	063-87854	10/31/2022	11/1/2022	To Mid 21
Jim Bass	10/28/2022	2:00 PM	lv	Sether	Belmont	14	NE 1/4 SE 1/4	063-108500	10/28/2022	10/28/2022	Unit 10, applying to same (14Bel)
David Vancura	10/28/2022	3:15 PM	lv	Vancura Investments	Minnesota	9	NE 1/4	063-87702	10/28/2022	10/29/2022	To Min 9 & 4
Jim Bass	10/30/2022	8:45 AM	lv	Sether	Christiana	32	SW 1/4 SE 1/4	063-111957	10/30/2022	10/30/2022	Unit 9, applying to C29
Jim Bass	10/31/2022	9:00 AM	lv	Sether	Belmont	3	NE	063-120303	10/31/2022	11/1/2022	Unit 11, applying to Bel2
Jim Bass	11/1/2022	8:30 AM	lv	Sether	Christiana	35	E 1/2 SE 1/4	063-88569	11/1/2022	11/1/2022	Applying to C35
David Vancura	11/1/2022	11:00 AM	David	Vancura	Minnesota	11	NW 1/4 NW 1/4	063-105660	11/1/2022	11/2/2022	To Min11
Jim Bass	11/2/2022	1:30 PM	lv	Sether	Belmont	11	E 1/2 NW 1/4	063-50005	11/2/2022	11/3/2022	Unit 3 East, Applying to Same (11Bel)
Jim Bass	11/3/2022	9:50 AM	lv	Sether	Belmont	11	E 1/2 NW 1/4	063-50005	11/3/2022	11/4/2022	Unit 3 West, To C34
Brian Ihnen	11/3/2022	2:00 PM	Brian & Bruce	Ihnen	Round Lake	34	SW 1/4 SE 1/4	063-111800	10/29/2022	11/10/2022	
Brian Ihnen	11/3/2022	2:00 PM	Brian	Ihnen	Round Lake	34	NE 1/4	063-88146	10/29/2022	11/10/2022	
Brian Ihnen	11/3/2022	2:00 PM	Wacker	Shadrach	Round Lake	35	SW 1/4 NW 1/4	063-126872	10/29/2022	11/10/2022	
Brian Ihnen	11/3/2022	2:00 PM	lv	P.I.G	Round Lake	34	SW 1/4 SE 1/4	063-126820	10/29/2022	11/10/2022	
David Vancura	11/4/2022	11:00 AM	David	Vancura	Minnesota	4	NE 1/4 NE 1/4	063-124356	11/4/2022	11/5/2022	To Min4&5
Jim Bass	11/4/2022	12:30	lv	Sether	Belmont	14	NE 1/4 SE 1/4	063-108500	11/4/2022	11/4/2022	Unit 10, Applying to 15Bel
Jim Bass	11/14/2022		lv	Sether	Christiana	27	NE 1/4	063-88571	11/14/2022	11/14/2022	Unit 4, Applying to Same (C27)



Marshall Office | 504 Fairgrounds Road | Suite 200 | Marshall, MN 56258-1688 | 507-537-7146
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

March 3, 2023

VIA EMAIL

Karen Pressley
603 South Hwy. 36
Lakefield, MN 56150

RE: 2022 Feedlot Program Year-End Review
Jackson County

Dear Karen Pressley:

On March 2, 2023, the Minnesota Pollution Control Agency (MPCA) completed a year-end review of the Jackson County (County) delegated feedlot program for the period of January 1, 2022, through December 31, 2022. Based upon the review, the MPCA has determined that the County satisfactorily met 16 out of an applicable 16 or 100 percent of non-inspection minimum program requirements (MPRs). The County also satisfactorily conducted 27 inspections of the 317 feedlots required to be registered for an inspection rate of 8.5 percent.

In addition, the MPCA has reviewed the County's 2022-2023 Delegation Agreement and Work Plan by comparing it to the work the county has done.

No modifications to the Delegation Agreement Work Plan have been proposed at this time.

The MPCA commends the County for its work in 2022. If you have any questions regarding the review, please do not hesitate to contact me at 507-476-3375 or Josh.Kircher@state.mn.us.

Sincerely,

A handwritten signature in black ink that reads 'Josh Kircher'.

This document has been electronically signed.

Josh Kircher
Environmental Specialist
Watershed Division

JK:mt

Attachment: 2022 Year-End Review Worksheet

cc: Michelle Oie, MPCA (w/attachment)



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: _____

Department: Library

Presenter: _____

Recommendation: Approve

Item: SWIF Grant for Summer Library Program Book Incentive

Board Action Request:

Accept the Southwest Initiative Foundation grant for the Summer Library Program Book Incentive

Background & Comments:

Odell Wind Farm Community has awarded a \$2,500 grant to the Jackson County Library for the summer library program book incentive.

Attachments: Grant Approval Letter

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



15 3rd Avenue NW
Hutchinson, MN 55350
(800) 594-9480 or (320) 587-4848

swifoundation.org

Jackson County
App: GN-00102701
Title: Summer Library Program Book Incentive

Dear Ryan Krosch,

Congratulations! It is my pleasure to inform you that a \$2,500.00 grant has been approved from the Odell Wind Farm Community Fund to the Jackson County to purchase paperback books to be used as incentives for the summer programs.

Before we can pay the grant, we will need a Grant Agreement signed by the highest-ranking officer at Jackson County. Please access the electronic version of the grant agreement by clicking on this link [Grant Agreement](#). Within the linked site you'll be asked to digitally sign the agreement and provide information for an electronic payment. If you do not have contract signatory authority, please respond to this email as soon as possible with the name and email address of the appropriate signer. The grant payment is made within a few business days of returning the grant agreement.

A note of appreciation for this grant can be sent to:

Odell Wind Farm Community
PO Box 335
Mountain Lake, MN 56159-0335

The Odell Wind Farm Community Fund and the Southwest Initiative Foundation are privileged to join you in support of your mission.

Southwest Initiative Foundation Contacts for this Award:

- Project-related questions should be directed to Nancy Fasching at nancyf@swifoundation.org.
- Payment, reporting and administrative questions should be directed to the Grants Administrator at grants@swifoundation.org.

Sincerely,

Nancy Fasching
Vice President, Community Impact



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: N/A

Department: Information Systems

Presenter: Dennis Fields

Recommendation: Approve

Item: Surplus Equipment Declaration

Board Action Request:

Declare retired listed equipment as surplus and approve donation to PCs for People

Background & Comments:

This request is a continuation of our process of retiring old technology and donating it to PCs for People for responsible reuse or recycling.

Attachments: Retired LEC Equipment 2022.xls & Retired County Equipment 2022.xls

Fiscal Impact: \$0.00

**** 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

2022 LEC Retired Equipment

Product Description	Asset Tag #	Serial Number	Product Type	Price
Apple iPad 2 - 3G	18550	DR5HC8FXDJHF	Tablet	\$501.61
Cradlepoint IBR600c routers with 3yr NetCloud Essential	19162	WA201300271383	Router	\$339.00
Cradlepoint IBR600c routers with 3yr NetCloud Essential	19164	WA201300271337	Router	\$339.00
Cradlepoint IBR600c routers with 3yr NetCloud Essential	19163	WA201300271372	Router	\$339.00
Cradlepoint Router		WA171000015361	Router	\$1,000.00
Dell Latitude E7470 i5/8GB/128GB SSD/Gobi	18742	CNNM0G2	Laptop	\$1,238.05
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18951	13HLJH2	Desktop	\$444.85
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18898	13HKJH2	Desktop	\$444.85
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18893	13HYJH2	Desktop	\$444.85
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18892	HSX0JH2	Desktop	\$444.85
Dell Optiplex 3240 All-In-One Pentium G4400/4GB/128GB S	18787	HSMKDH2	Desktop	\$744.21
Fujitsu Q736 i5-6200U/8GB/128GB/4G/TPU Cover	18895	R7701616	Tablet	\$1,688.16
Futronics FS88 Fingerprint Scanner		216849	Scanner	\$88.00
Futronics FS88 Fingerprint Scanner		216848	Scanner	\$88.00
Futronics FS88 Fingerprint Scanner		216850	Scanner	\$88.00
HP Compaq L2105tm		4CU13800JL	Monitor	
Ricoh MP C3503 Color Multifunction W/accessories	18170	E165MA60437	Copier	\$5,633.33
Samsung 15" Syncmaster 150MP	15330	ML15H4UN801115B	Monitor	\$125.00

2022 Retired County Equipment

Product Description	Asset Tag #	Serial Number	Product Type	Price
Brother P-Touch QL-550		U61051H6G211468	Label Maker	\$50.00
Brother P-Touch QL-550		U61051A7G211998	Label Maker	\$50.00
Canon IR C5540I II	18996	XUP09052	Copier	\$6,473.38
Canon IR C5540I II	18997	XUP09053	Copier	\$6,473.38
Dell Business Dock-WD15 with 130W adapter	18959	VN-05FDDV-12966-822-4CF0-A05	Misc. Accessory	\$200.00
Dell E Series Port Replicator		spr0032400618	Misc. Accessory	\$109.98
Dell Latitude 3400 i5/8GB/128GB	19150	10HHPW2	Laptop	\$814.40
Dell Latitude 5580 i5-quad/8GB/128GB-SSD/15.6"		C8GGVF2	Laptop	\$1,846.14
Dell Latitude 5580 i5-quad/8GB/128GB-SSD/15.6"		4TZ7QN2	Laptop	\$1,846.14
Dell Latitude 7490 i5/8GB/128GB SSD	18743	FT3P5S2	Laptop	\$1,178.69
Dell Latitude E7470 i5/8GB/128GB SSD/Gobi	18768	JWSLVF2	Laptop	\$1,238.05
Dell Latitude E7470 i5/8GB/128GB SSD/WIN10	18796	1WGJ3H2	Laptop	\$1,121.64
Dell Latitude E7470 i5/8GB/128GB SSD/WIN10	18952	DPBGNH2	Laptop	\$1,121.64
Dell Optiplex 3020 Micro Form Factor	18699	C595482	Desktop	\$474.13
Dell Optiplex 3020 Micro i3/4GB/500GB	18891	C3L7CH2	Desktop	\$438.57
Dell Optiplex 3020 Micro i3/4GB/500GB	18784	C3KCC2	Desktop	\$438.57
Dell Optiplex 3020 Micro i3/4GB/500GB	18783	C3L3CH2	Desktop	\$438.57
Dell Optiplex 3020 Micro i3/4GB/500GB	18790	C3KBCH2	Desktop	\$438.57
Dell Optiplex 3020 Micro i3/4GB/500GB	18766	C3L2CH2	Desktop	\$438.57
Dell Optiplex 3020 Micro i3/4GB/500GB	18764	C3L8CH2	Desktop	\$438.57
Dell Optiplex 3040 i3/4GB/500GB/WIN10	17828	JK4KHH2	Desktop	\$444.85
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18782	F5B2CH2	Desktop	\$444.85
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18755	C3L9CH2	Desktop	\$444.48
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18765	C3L5CH2	Desktop	\$444.48
Dell Optiplex 3040 i3/4GB/500GB/WIN10	18781	F5B5CH2	Desktop	\$444.85
Dell OptiPlex 3050 Micro i3/4GB/128GB SSD	18897	6D5NJK2	Desktop	\$471.00
Dell Optiplex 3050 Micro i3/4GB/128GB SSD/WiFi	18960	63GYHN2	Desktop	\$794.29
Dell Optiplex 3050 Micro i3/4GB/128GB SSD/WiFi	18965	6C5ZVP2	Desktop	\$794.29
Dell Optiplex 3050 Micro i3/4GB/128GB SSD/WiFi	18958	5VGRHN2	Desktop	\$794.29
Dell Optiplex 3060 MFF i3/4GB/128GB SSD	18933	BZ6FRR2	Desktop	\$514.88
Dell Optiplex 3060 MFF i3/4GB/128GB SSD	19021	588CDV2	Desktop	\$514.88
Dell OptiPlex 790		1D9HKS1	Desktop	\$700.00
Dell PowerConnect 2816		5L9BVS1	Network Equipment	\$236.64
Dell WD15 Port Replicator		CN-05FDDV-CMC00-8C3-0669-A06	Misc. Accessory	\$131.24
HP Envy X2 Tablet	18585	4CN30700V1	Tablet	\$699.95
Ithaca Series 150/153 P Printer	15843	HP003847804	Printer	\$600.00
Ithaca Series 150/153 P Printer	15842	HP003847802	Printer	\$600.00
LG 34UM58-P 34" Class 21:9 UltraWide Full HD IPS LED		701NTAB8E240	Monitor	\$347.28
Plantronics CS530 Headset		OURWWY	Misc. Accessory	\$184.87
Ricoh MP C3503 Color Multifunction W/accessories	18169	E166M260193	Copier	\$5,633.33
Ricoh MP C3503 Color Multifunction W/accessories	18168	E165MA60072	Copier	\$5,633.33
WatchGuard Firebox T10		D0FA028FDE0D5	Firewall	\$395.00
WatchGuard Firebox T30		70AC0B6A6-E62A	Network Equipment	\$1,583.94



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 5-10 mins.

Department: Citizen/Stakeholder/Organization

Presenter: DVHHS & FSN

Recommendation: Approve

Item: Proclamation of April as Child Abuse Prevention Month

Board Action Request:

Approve resolution accepting proclamation of April as Child Abuse Prevention Month

Background & Comments:

Attachments: Resolution

Fiscal Impact: _____

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

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

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 23-007

APRIL AS CHILD ABUSE PREVENTION MONTH PROCLAMATION

WHEREAS, child abuse is an issue that affects all members of our community and finding solutions depends on involvement among people throughout the community;

WHEREAS, child abuse prevention works when partnerships created between parents, practitioners, schools, faith communities, health care organizations, law enforcement agencies, and business community;

WHEREAS, family-serving, youth-focused prevention programs offer positive alternatives for young people and encourage parents and youth to develop strong ties to their communities;

WHEREAS, all citizens need to be more aware of child abuse and neglect and its prevention within the community, and be involved in supporting parents to raise their children in a safe, nurturing society.

NOW, THEREFORE, the Jackson County Board of Commissioners hereby proclaim April as Child Abuse Prevention Month in Jackson County and call upon all citizens, community groups, religious organizations, medical facilities, and businesses to increase their participation in efforts to prevent child abuse and neglect, thereby strengthening the community in which we live.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 5th day of April 2023.

Phil Nasby, Board Chair
Jackson County Board of Commissioners

ATTEST:

Ryan Krosch
County Administrator/Clerk of the Board



Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Jackson County Revolving Loan Fund (RLF) Requests

Board Action Request:

- Approve a Consent to Mortgage and Security Agreement for current loan client, Round Lake Vineyard & Winery, LLC.
- Approve Hi Lo Club LLC loan request.

Background & Comments:

Robin Weis with the SRDC will attend the meeting to request the following:

- Consent to mortgage and security agreement - This agreement is for an existing loan with Round Lake Vineyard & Winery, LLC. This consent does not change the County's security position with the loan.

New loan request - The Hi Lo Club LLC is requesting a loan for sewer connection to the City of Lakefield to adhere to Minnesota's new wastewater rules. The RLF Advisory Board is recommending approval of the loan request from Hi Lo Club LLC for \$100,000 with a 10 year amortization and 5% interest with collateral of a 3rd Mortgage, 2nd UCC, two personal guarantees, corporate guarantee from Hussong Manufacturing Co., Inc., and Jackson County listed as loss payee on business insurance.

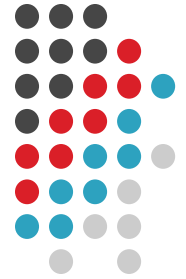
Attachments: Memo, RLF Advisory Board Minutes, Application, Consent Agreement

Fiscal Impact: Funds from dedicated RLF balance

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

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

Jackson County Revolving Loan Fund-Advisory Board



MEMO TO: Jackson County Commissioners

MEMO FM: Jackson County Revolving Loan Fund Advisory Board

DATE: March 10, 2023

RE: Two Recommendations for approval

Dear County Commissioners:

Please find attached to this memo the minutes from the 3/8/2023 meeting of the Jackson County RLF advisory board. Below are two recommendations for approval:

First Request:

The committee is recommending approval of the content forms to Mortgage and Security Agreement from Round Lake Vineyards & Winery LLC. This consent is for informational purposes and does not change our collateral position.

Second Request:

The committee is recommending approval of the application received by James Hussong for Hi Lo Club LLC in rural Lakefield. The purpose of the loan is for sewer connection to the City of Lakefield to adhere to Minnesota's newest wastewater rules. The loan request is for *\$100,000 with 10 year amortization and 5% interest with collateral of 3rd Mortgage, 2nd UCC, two personal guarantees, corporate guarantee from Hussong Manufacturing Co., Inc., and Jackson County listed as loss payee on business insurance.*

Attached to this memo, you will find their application and data privacy disclosure.

If you should have questions, please contact Robin Weis at 507-836-1638 or

robin@swrdc.org.

**JACKSON COUNTY REVOLVING LOAN FUND
ADVISORY BOARD MEETING
October 27, 2021- 5:00 P.M.
Multi-Purpose Building- Lakefield, MN**

MEMBERS PRESENT: Scott McClure, Andrew Rasche, Sara Dvorak, Micky Masters, Paul Meium, Laura Post

EXCUSED: Carly Fitch, Jesse Ackerman, Don Wachal

STAFF PRESENT: Robin Weis, SRDC (contract staff)

CALL TO ORDER:

The meeting was called to order by Chair McClure. A quorum was met.

WELCOME AND INTRODUCTIONS

Members were welcomed and introductions were made.

APPROVAL OF MINUTES

M/S/P Motion made by Rasche and seconded by Post to approve the meeting minutes from 10/27/2021 as provided in their meeting packets.

LOAN FUND BALANCE

Members reviewed the loans receivable schedule through January 2023. Loan fund availability indicates \$220,731.51. There are five active loans.

M/S/P Motion made by Masters and seconded by Dvorak to approve the loan fund balance information as received in the packet through January 2023.

CONSENT TO MORTGAGE AND SECURITY AGREEMENT- Round Lake Vineyards & Winery, LLC Jackson County RLF received content forms to Mortgage and Security Agreement from Round Lake Vineyards & Winery LLC. Dularosa 264 LLC, formerly known as Sather Brothers, is formalizing their financial contributions to Round Lake Vineyards & Vineyards, LLC. This consent is for informational purposes and does not change our collateral position.

M/S/P Motion made by Meium and seconded by Dvorak to recommend approval of the Consent to Mortgage and Security Agreement to the Jackson County Commissioners as it pertains to current loan client, Round Lake Vineyards & Winery, LLC.

NEW LOAN CONSIDERATION- Hi Lo Club LLC

Members reviewed the application received by James (Jim) Hussong for Hi Lo Club LLC in rural Lakefield. The purpose of the loan is for sewer connection to the City of Lakefield to adhere to Minnesota's newest wastewater rules.

M/S/P Motion made by Meium and seconded by Rasche to recommend approval of the loan request from Hi Lo Club LLC to the Jackson County Commission for \$100,000 with 10 year amortization and 5% interest with collateral of 3rd Mortgage, 2nd UCC, two personal

guarantees, corporate guarantee from Hussong Manufacturing Co., Inc., and Jackson County listed as loss payee on business insurance.

MEMBER LIST AND EXPENSE REIMBURSEMENT FORM:

Members reviewed the member list. Reminder to members about expense reimbursement forms. An electronic copy of the form was e-mailed to members in their packet.

ADJOURNMENT:

Hearing no further business, Chair McClure adjourned the meeting at 4:42 p.m.

Prepared by:
Robin Weis
Contract Staff

Approved by:
Scott McClure
Advisory Board Chair

CONSENT TO MORTGAGE AND SECURITY AGREEMENT

THIS CONSENT TO MORTGAGE AND SECURITY AGREEMENT (“Agreement”) dated effective as of February 1, 2023 (“Effective Date”) is entered into among **Federated Rural Electric Association**, with an address of 77100 U.S. Highway, P.O. Box 69, Jackson, MN 56143, **Southwest Initiative Foundation**, with an address of 15 Third Avenue NW, Hutchinson, MN 55350, **United Prairie Bank**, with an address of 30120 State Highway 264, Round Lake, MN 56167, and **Jackson County, MN**, a political subdivision (collectively, the “Creditors”); **Scott Ellenbecker** and **Jennifer K. Ellenbecker**, a married couple doing business as Round Lake Vineyard & Winery (collectively, the “Ellenbeckers”), with an address of 30120 State Highway 264, Round Lake, MN 56167; and **Dularosa 264 LLC**, a South Dakota limited liability company (“Dularosa”), with an address of 416 South 2nd Avenue, Sioux Falls, SD 57104.

WHEREAS, as of the Effective Date, the Ellenbeckers have executed various credit agreements, mortgages, and/or security agreements with each of the Creditors;

WHEREAS, the Ellenbeckers borrowed money from Sather Brothers, L.L.C. in a series of promissory notes and Sather Brothers, L.L.C. subsequently assigned the promissory notes to Dularosa;

WHEREAS, the Ellenbeckers desire to grant Dularosa a Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement (the “Dularosa Mortgage”) substantially in the form attached as **Exhibit 1** to secure the Ellenbeckers’ debt obligations to Dularosa; and

WHEREAS, the Creditors desire to provide their approval to the Dularosa Mortgage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Approval of Dularosa Mortgage.** To the extent the Creditors must provide their consent (under any existing mortgage, promissory note, security agreement, or any other agreement) for the Ellenbeckers to obtain the above-described loans or to execute the Dularosa Mortgage and any additional security agreement, each of the Creditors provide such consent by executing this Agreement below. Each of the each of the Creditors confirms execution of the Dularosa Mortgage and any additional security agreement by the Ellenbeckers will not violate any existing promissory note, credit agreement, mortgage, security agreement, or other agreement between any of the Creditors and the Ellenbeckers.

2. **No Priority Change.** The Dularosa Mortgage will be afforded priority in accordance with Minnesota law and will not, by way of this Agreement or otherwise, take priority over any prior valid, existing, and recorded mortgage or security agreement between any of the Creditors and the Ellenbeckers.

3. **Governing Law.** All rights and obligations arising out of this Agreement will be governed by and interpreted under the laws of Minnesota.

4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute the same Agreement.

Federated Rural Electric Association

Date: _____

By: _____

Name: _____

Title: _____

Southwest Initiative Foundation

Date: _____

By: _____

Name: _____

Title: _____

United Prairie Bank

Date: _____

By: _____

Name: _____

Title: _____

Jackson County, MN

Date: _____

By: _____

Name: _____

Title: _____

Scott Ellenbecker

Date: _____

Jennifer K. Ellenbecker

Date: _____

Dularosa 264, LLC

Date: _____

By: _____

Name: _____

Title: _____

Exhibit 1

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT

This MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT (“**Mortgage**”) dated February 1, 2023 is granted by **Scott Ellenbecker** and **Jennifer K. Ellenbecker**, a married couple (“**Mortgagors**”), with an address of 30120 State Highway 264, Round Lake, Minnesota 56167 in favor of **Dularosa 264 LLC**, a South Dakota limited liability company (“**Lender**”), with an address of 416 South 2nd Avenue, Sioux Falls, South Dakota 57104. Lender and Mortgagors are referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. This Mortgage is given to secure all current and future loans made by Lender to Mortgagors or to Round Lake Vineyards & Winery, LLC, a Minnesota limited liability company, up to the principal amount of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000) (collectively, the “**Loans**”).

B. The entire unpaid principal balance of the Loans and any accrued interest thereon will mature and be due and payable in full on demand by Lender.

C. Mortgagors desire to secure the payment of the Loans, including the payment of interest relating to the Loans and the performance of all obligations of Mortgagors and Round Lake Vineyards & Winery, LLC under any promissory notes evidencing the Loans, with the Mortgaged Property, as defined herein.

NOW THEREFORE, in consideration of the making of the Loans by Lender and the covenants, agreements, representations, and warranties set forth in this Mortgage, Mortgagors agree as follows:

ARTICLE 1 - GRANT OF SECURITY

1.1 **PROPERTY MORTGAGED.** Mortgagors irrevocably and unconditionally mortgage and warrant and collaterally assign, collaterally transfer and pledge to Lender, its successors and assigns, forever, with power of sale and right of entry and possession, and grant to Lender, its successors and assigns, a mortgage and security interest in the real estate described in Exhibit A (the “**Land**”) and any buildings, structures, or improvements of any kind, now existing or

hereafter constructed or placed thereon (collectively, the “**Improvements**”), along with the following, all of which together with the Land and Improvements is called the “**Mortgaged Property**”:

(a) All hereditaments, servitudes, licenses, easements, appurtenances, passages, rights of ingress and egress, development rights, rights of use or occupancy, and all other rights, liberties, and privileges of any kind or character in any way now or hereafter relating or applicable to the Land or any Improvements thereon;

(b) The land lying within any roadway or right-of-way, street or alley, open or proposed or hereafter vacated in front of or adjoining the Land;

(c) Any and all riparian and water rights, including any permits or licenses to use or discharge water;

(d) Minerals, oil, gas, and any rights thereto;

(e) All fixtures now or hereafter owned by Mortgagors and attached to or contained in and used or acquired for use in connection with the Mortgaged Property (the “**Fixtures**”);

(f) All leases of the Land or Improvements or any part thereof, whether now existing or hereafter entered into (the “**Leases**”), and all right, title, and interest of Mortgagors thereunder, including rents, cash, and security deposits under any Leases and all guaranties of any tenant’s obligations under any of the Leases;

(g) All intangible personal property owned by Mortgagors relating to Mortgaged Property, business records, claims for refunds or rebates of taxes, tax abatements, tax credits, money, deposit accounts, accounts, general intangibles, and payment intangibles;

(h) Any and all awards, payments, or insurance proceeds, including interest and unearned premiums thereon, and the right to receive the same, which may be paid or payable with respect to the Land or Improvements or other properties described above as a result of: (1) the exercise of the right of eminent domain or action in lieu thereof; (2) the taking of any driveway or access point; (3) the alteration of the grade of any road; or (4) any fire, casualty, accident, damage, or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Borrower or Lender;

(i) All after-acquired title to or remainder or reversion of any of the foregoing, all proceeds of any of the foregoing, all additions, accessions, and extensions to, improvements of, and substitutions and replacements of any of the foregoing and all additional lands, estates, interests, rights, or other property acquired by Mortgagors after

the date of this Mortgage, all without need for any additional mortgage, assignment, pledge, or conveyance to Lender.

Mortgagors intend the definition of Mortgaged Property to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Mortgaged Property, the doubt will be resolved in favor of inclusion. Mortgagors agree to sign and deliver to Lender upon Lender's request any documents or instruments to further effect or evidence the foregoing grant of security.

1.2 **SECURITY AGREEMENT.** This Mortgage constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect in the State of Minnesota (the "UCC") with respect to all property described herein as to which a security interest may be granted pursuant to the UCC and is intended to afford Lender, to the fullest extent allowed by law, the rights and remedies of a secured party under the UCC.

1.3 **FIXTURE FILING.** Certain of the Mortgaged Property is or will become "fixtures" (as that term is defined in the UCC) on the Land and this Mortgage, upon being filed for record in the real estate records of the county where such fixtures are situated, will operate as a financing statement, naming Mortgagors as Debtors and Lender as Secured Party, filed as a fixture filing in accordance with the applicable provisions of the UCC upon such of the Mortgaged Property that is or may become fixtures. The address of Mortgagors (Debtors) and the address of Lender (Secured Party) are as set forth in the opening paragraph of this Mortgage. Mortgagors Scott Ellenbecker and Jennifer K. Ellenbecker are the record owners of the Land. This Mortgage secures an obligation incurred for the construction of improvements on land and is a construction mortgage within the meaning of Minnesota Statutes. Nothing in this Mortgage prohibits Mortgagors from executing additional security agreements in favor of Lender.

1.4 **ASSIGNMENT OF LEASES AND RENTS.** As additional security for the indebtedness secured by this Mortgage, Mortgagors sell, assign, transfer, and set over to Lender all Leases and all the rents, fees, issues, profits, revenues, royalties, and other income of any kind ("**Rents**") which, whether before or after foreclosure, or during the full statutory period of redemption, if any, accrue and are owing for the use or occupation of the Mortgaged Property. This Mortgage constitutes a perfected, absolute, irrevocable, and currently effective assignment of Rents and profits; provided, Borrower may collect, but not prior to accrual, all of the Rents and to retain, use, and enjoy the same unless and until a default occurs. Mortgagors appoint Lender as their true and lawful attorney-in-fact with full power of substitution to demand, collect, and receive any and all Rents which may be or become due and payable by tenants after the occurrence of any default, which appointment is coupled with an interest and is irrevocable. Lender may, in its discretion, file any claim or take any action to collect and enforce the payment of Rents, either in Lender's name or in any or all of Mortgagors' names or otherwise. Tenants are expressly authorized and directed by Mortgagors to pay to Lender all Rents upon Lender's demand and tenants are also expressly relieved of any and all duty, obligation, or liability to Mortgagors in respect of any Rents paid to Lender.

ARTICLE 2 - AGREEMENTS AND COVENANTS

2.1 **DEBT.** This Mortgage and the grants, assignments, and transfers made in Article 1 are given for the purpose of securing (i) the Loans, which include, but are not limited to, the obligations of Mortgagors to pay Lender the principal and interest owing on the Loans, (ii) any and all extensions, renewals and replacements thereof, and (iii) any future advances or futures loans made by Lender to Mortgagors.

2.2 **OTHER OBLIGATIONS.** This Mortgage and the grants, assignments, and transfers made in Article 1 are also given for the purpose of securing the following (the “**Other Obligations**”): (1) the payment and performance of all other obligations of Mortgagors contained in this Mortgage; and (2) the performance of each obligation of any or all of the Mortgagors contained in any renewal, extension, amendment, modification, consolidation, substitution, or replacement of any of the Loans or the promissory notes evidencing the Loans. Mortgagors’ obligations for the payment of the Loans and the payment and performance of the Other Obligations will be referred to collectively as the “**Obligations.**”

2.3 **PERFORMANCE OF OBLIGATIONS.** Mortgagors agree to pay and perform the Obligations. Mortgagors specifically agree that time is of the essence in paying and performing the Obligations.

2.4 **ADDITIONAL COVENANTS.** Mortgagors will keep and maintain the Mortgaged Property in good repair. Mortgagors will not remove or demolish any Improvements without the prior written consent of Lender.

2.5 **INSURANCE.** Mortgagors will purchase and maintain a policy of property insurance insuring Improvements for their full replacement value and naming Lender as an additional insured.

2.6 **TAXES, LIENS AND CLAIMS, UTILITIES.** Mortgagors will pay and discharge when due, or cause to be paid and discharged when due, all taxes, assessments, and governmental charges and levies imposed upon or against the Mortgaged Property. Mortgagors will keep the Mortgaged Property free and clear of all liens (including, but not limited to, mechanics’ liens) and encumbrances, except for those granted to Lender. Mortgagors will also pay or cause to be paid when due all charges or fees for utilities and services supplied to the Mortgaged Property.

2.7 **COMPLIANCE WITH LAWS.** Mortgagors will comply with all laws, statutes, ordinances, and regulations applicable to the Mortgaged Property and with any covenants, conditions, restrictions, and reservations affecting the title to the Mortgaged Property.

2.8 **SALE, TRANSFER, ENCUMBRANCE.** If Mortgagors sell, convey, transfer, or otherwise dispose of or encumber any part of any Mortgagors’ interest (legal or beneficial) in the Mortgaged Property, whether directly or indirectly, voluntarily, involuntarily, or by operation of law, without the prior written consent of Lender, Lender will have the option to declare the Obligations immediately due and payable upon written notice to Mortgagors. Included within the foregoing actions requiring prior written consent of Lender are sale by deed or contract for deed and mortgaging or granting a lien on the Mortgaged Property. Mortgagors agree to give notice

of any proposed action to Lender at least 30 days prior to taking such action. No such action will relieve Mortgagors from liability for the Obligations. The consent by Lender to any action will not constitute a waiver of the necessity of such consent to any subsequent action.

2.9 PRIOR SECURITY INTERESTS. Regarding any other mortgage, deed of trust, security agreement, or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagors agree as follows:

(a) To make all payments when due and to perform or comply with all covenants.

(b) To promptly deliver to Lender any notices that Mortgagors receive from the prior security interest holder.

(c) Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by the other mortgage, deed of trust, or security agreement unless Lender consents in writing.

2.10 INDEMNITY. Mortgagors agree to indemnify and hold Lender harmless against all losses, damages, suits, claims, judgments, liabilities, costs, and expenses on account of or in connection with the construction or alteration of any Improvements, Mortgagors' use of the Land, or any accident, injury, death, or damage to any person or property occurring on or about the Land during Mortgagors' ownership thereof. The indemnity contained in this section includes costs of defense of any claim asserted against Lender, including reasonable attorneys' fees. The indemnity contained in this section will also survive payment and performance of the Obligations and satisfaction and release of this Mortgage following any foreclosure or acquisition of title by deed in lieu of foreclosure.

ARTICLE 3 - DEFAULTS AND REMEDIES

3.1 DEFAULT. In case of a default by Mortgagors under this Mortgage or the promissory notes, the entire principal and interest of the Obligations will, at the option of Lender, immediately become due and payable.

3.2 REMEDIES. Upon the occurrence of a default, Lender may, at its option, exercise any or all of its rights and remedies available at law or in equity, including foreclosure of this Mortgage. In the case of foreclosure and to the extent permitted by law, Lender will be entitled to recover reasonable attorneys' fees and actual disbursements incurred. Mortgagors waive all requirements of law relating to the marshalling of assets, if any, which would be applicable in connection with the enforcement by Lender of its remedies following a default, absent this waiver.

3.3 WAIVERS. No waiver of any provision of this Mortgage will be implied from the conduct of the Parties. Any waiver must be in writing and must be signed by the Party against which such waiver is sought to be enforced. The waiver or release of any breach of the provisions set forth herein to be kept and performed will not be a waiver or release of any

preceding or subsequent breach of the same or any other provision. No receipt of partial payment after acceleration of any of the Obligations will waive the acceleration. No payment by Mortgagors or receipt by Lender of a lesser amount than the full amount secured by this Mortgage will be deemed to be other than an account of the sums due and payable hereunder, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lender may accept any partial payment without prejudice to Lender's right to recover the balance of such sums or to pursue any other remedy provided in this Mortgage. The consent by Lender to any matter or event requiring such consent will not constitute a waiver of the necessity for such consent to any subsequent matter or event.

3.4 LENDER'S RIGHT TO CURE DEFAULTS. If Mortgagors fail to comply with any of the terms of this Mortgage with respect to procuring insurance, paying taxes, assessments, and other charges, or keeping the Mortgaged Property in repair, Lender may perform the same and make advances to perform the same without releasing Mortgagors from any of the Obligations. Mortgagors agree to repay upon demand all sums so advanced and all sums expended by Lender in connection with such performance, including without limitation reasonable attorneys' fees, with interest at the rate set forth in any promissory note or, if no interest rate is stated on a promissory note, the rate of five percent (5%) per annum from the date any such advance is made, and all sums so advanced or expenses incurred, with interest, will be secured by this Mortgage, but no such advance or incurring of expense by Lender will be deemed to relieve Mortgagors from any default or to release Mortgagors from any of the Obligations. For the purpose of carrying out the provisions of this Section, Mortgagors irrevocably appoint Lender as Mortgagors' attorney-in-fact, with full power of substitution, to perform any such terms and to take such action as may be necessary, in the judgment of Lender, to so perform. This power of attorney is coupled with an interest and is irrevocable.

3.5 SUITS AND PROCEEDINGS. Lender has the power and authority, upon prior notice to Mortgagors, to institute and maintain any suits and proceedings as Lender may deem advisable to prevent any impairment of the Mortgaged Property by any act which may be unlawful or by any violation of this Mortgage or to preserve or protect its interest in the Mortgaged Property.

ARTICLE 4 - MISCELLANEOUS

4.1 SEVERABILITY. The unenforceability or invalidity of any provision of this Mortgage as to any person or circumstance will not render that provision unenforceable or invalid as to any other person or circumstance.

4.2 NOTICES. Any notice or other communication to any party in connection with this Mortgage must be in writing and sent by hand delivery, overnight courier, or United States mail (postage prepaid) to the Parties at their respective addresses stated in the opening paragraph of this Mortgage or such other address as a Party may specify in writing.

4.3 **HOMESTEAD WAIVER.** Mortgagors release and waive all rights and benefits conferred by any homestead exemption laws of the State of Minnesota with respect to all Obligations secured by this Mortgage.

4.4 **APPLICABLE LAW.** This Mortgage will be construed in accordance with and governed by the laws of the State of Minnesota.

4.5 **WAIVER OF JURY TRIAL.** MORTGAGORS IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE.

4.6 **BINDING EFFECT; SURVIVAL.** This Mortgage will be binding on Mortgagors and their heirs, personal representatives, successors, and assigns and will benefit Lender and its successors and assigns. All agreements, representations, and warranties contained herein or otherwise made by Mortgagors to Lender will survive the execution, delivery, and foreclosure of this Mortgage.

(Signature page follows.)

EXHIBIT A
LAND

A tract of land in the Northwest Quarter of the Northwest Quarter, Government Lot 1, Government Lot 2 and the meandered lake bed of Round Lake, all in Section 18, Township 101 North, Range 38 West in Jackson County, Minnesota and more particularly described as follows:

Commencing at the Southwest corner of Government Lot 2 of Section 18, Township 101 North, Range 38 West in Jackson County, Minnesota; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of Section 18 a distance of 845.75 feet to the point of beginning and Northwest corner of a tract of land deeded to Rodney J. Sather and recorded and described in the office of the Jackson County Recorder in Document No. 192733; thence continuing North 0 degrees 00 minutes 00 seconds East along the West line of Section 18 a distance of 1102.91 feet; thence South 89 degrees 57 minutes 57 seconds East a distance of 1827.69 feet; thence South 54 degrees 08 minutes 32 seconds East a distance of 256.70 feet; thence South 34 degrees 49 minutes 25 seconds East a distance of 44.92 feet; thence North 86 degrees 18 minutes 23 seconds East a distance of 178.84 feet to an iron pipe survey marker; thence continuing North 86 degrees 18 minutes 23 seconds East a distance of 32 feet, more or less, to the water's edge of Round Lake; thence Southerly along the water's edge of Round Lake a distance of 955 feet, more or less, to a point located 842.18 feet North and 2452.23 feet East (measured along and perpendicular and to the West line of Section 18) of the Southwest corner of Government Lot 2; thence South 22 degrees 00 minutes 06 seconds East in the meandered lake bed of Round Lake a distance of 221.72 feet to the centerline of an existing inlet channel; thence North 84 degrees 34 minutes 46 seconds West in said meandered lake bed and inlet channel a distance of 1205.8 feet to the Northeast corner of said Rodney J. Sather tract; thence North 85 degrees 55 minutes 07 seconds West along the North line of said Rodney J. Sather tract a distance of 1338.80 feet to the point of beginning.

Subject to an easement for public roadway right-of-way along the West line of Section 18, subject also to the rights of the public in the meandered lake bed of Round Lake, Said tract contains 63.05 acres, more or less, including the aforementioned road easements, meandered lake bed and adjacent overflowed wetlands.

Said tract contains 45.04 acres, more or less, including the aforementioned easement and excluding the meandered lake bed and overflowed wetlands.

Parcel ID: 16.018.0150 3-258

Jackson County Revolving Loan Fund Application

Hi Lo Club LLC 507-662-5992
 Applicant/Business Name Phone Number
Registered Office Address: PO Box 370
80626 Highway 86 Lakefield MN 56150
 Address City State Zip
James (Jim) Hussong Owner
 Contact Person Title
jim@dudleysgarage.com 712-574-4555
 Contact's Email Contact's Phone Number (if different)

Type of Business:

<input type="checkbox"/> Service <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Other: _____	AND	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (give address of headquarters): <u>LLC - Principal Exec. office</u> <u>80626 Highway 86</u> <u>Lakefield MN 56150</u>
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* Check one in each column

Loan Purpose:

Septic System Compliance

Brief Description of the Business:

Connection to Lakefield Septic

Loan Request:

Amount of Loan Request: \$ 100,000
 Total Cost of Project: \$ 319,164
 Amount of Matching Funds: \$ 219,164

Describe Source of All Matching Funds:

Federated Electric - Scott Reimer - \$159,582
SWIF - Amy Wolfalewicz - \$59,582

(continued)

Use of Loan Proceeds:

Working Capital: \$ _____

Machinery and/or Equipment: \$ _____

Real Estate: Improvements \$ 100,000

Amount of Borrower Equity and Personal and Corporate Guarantee offered:

Real Estate Mortgage, UCC, Corporate guarantee from Hussong Manufacturing Co., Inc, personal guarantees

Employment:

How many employees does the firm have now? Full Time: _____ Part Time: _____

How many jobs will be created or retained by the proposed project within two years?

Created Full Time: _____ Part Time: _____

Retained Full Time: _____ Part Time: _____

What is the salary range of these jobs?

\$ _____ /hour to \$ _____ /hour and/or \$ _____ /hour to \$ _____ /hour

The RLF Requirements Checklist is attached.

Each of the items listed must accompany the application form.

The undersigned is authorized to verify the foregoing application, has read the same and is familiar with the statements contained herein and that the same are true in substance and in fact.



Signature of Owner/Officer

owner

Title

Please Return Application To Contract Staff:

Southwest Regional Development Commission
Attn: Robin Weis
2401 Broadway Avenue, Suite 1
Slayton, MN 56172-1142

robin@swrdc.org

507-836-1638
(continued)



Request for Board Action
Agenda Item No. 5.1.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 5 min

Department: Land Mgmt/SWCD

Presenter: Dan Bartosh

Recommendation: Approve

Item: Des Moines River Comprehensive Watershed Plan

Board Action Request:

Approve the adoption and implementation of the Des Moines River 1W1P.

Background & Comments:

This is a ten year plan that will, in conjunction with the other applicable 1W1Ps, replace the county water plan. This plan is a joint effort with the SWCDs and counties of Lyon, Murray, Nobles, Cottonwood, Jackson, Martin, and the Heron Lake Watershed District. It outlines the priority concerns, priority areas, measurable goals, and targeted implementation. This plan has the potential to provide landowners up to \$800,000.00 of cost share for projects and practices that address water quality concerns. The on-line version of this plan can be found at:

https://www.murray-countymn.com/county_departments/environmental_services/desmoines_river.php

Attachments: Des Moines River Watershed Comprehensive Management Plan

Fiscal Impact: N/A

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

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

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 23-008
ADOPT AND IMPLEMENT THE DES MOINES RIVER WATERSHED
COMPREHENSIVE WATERSHED MANAGEMENT PLAN

WHEREAS, Jackson County (County) entered into a planning agreement Memorandum of Agreement to develop the Des Moines River Watershed Comprehensive Watershed Management Plan (Plan); and

WHEREAS, The County has been an active participant in the development of the Des Moines River Watershed Comprehensive Watershed Management Plan; and

WHEREAS, The County recommended the Des Moines River Watershed Policy Committee submit the Des Moines River Watershed Comprehensive Watershed Management Plan for State approval on 18th of October, 2022; and

WHEREAS, the Board of Water and Soil Resources (BWSR) Southern Region Committee met on 13th of March, 2023 and decided to recommend the Plan be approved according to Minnesota Statutes 1038.101, subd. 14 at the BWSR Board meeting on 22nd of March, 2023; and

WHEREAS, Minnesota Statutes §103B.101, subd. 14 allows a local water management plan developed or amended, approved and adopted, according to chapter 103B to be replaced with a comprehensive watershed management plan but only to the geographic area of the Plan and consistent with the One Watershed, One Plan suggested boundary map.

NOW; THEREFORE, BE IT RESOLVED, contingent on BWSR approval, Jackson County hereby adopts and will begin implementation of the Plan for the area of Jackson County identified within the Plan and serve as a substitute for the county local water management plan as per 103B for the duration of the State approved Plan.

BE IT FURTHER RESOLVED, after the adoption of the Plan, the County shall amend existing water and related land resources plans and official controls as necessary to conform them to the Des Moines River Watershed Comprehensive Watershed Management Plan.

BE IT FURTHER RESOLVED, after the adoption of the Des Moines River Watershed Comprehensive Watershed Management Plan or amendments to the Plan, Jackson County shall notify local units of government within the County. The local units of government are required to submit existing water and related land resources plans and official controls within 90 days to the County for review as per Minnesota Statutes, Section 103B.321.

BE IT FURTHER RESOLVED, that within 180 days, the County shall review the submitted plans and official controls and identify any inconsistencies between the local plans and official controls and the Des Moines River Watershed Comprehensive Watershed Management Plan. Jackson County shall specify applicable and necessary measures to bring the local plans and official controls into conformance with the Plan.

BE IT FURTHER RESOLVED, if a local unit of government disagrees with any changes to its plan, the local unit has 60 days after receiving the County's recommendations to appeal the recommendations to the Board of Water and Soil Resources.

BE IT FURTHER RESOLVED, after receiving the recommendations of the County, or a resolution of an appeal, a local unit of government has 180 days to initiate revisions to its plan or official controls. The new or revised plans and official controls must be submitted to the County for review and recommendations.

CERTIFICATION
STATE OF MINNESOTA
JACKSON COUNTY

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by Jackson County at a duly authorized meeting thereof held on the 21st of March, 2023.

Phil Nasby, Board Chair
Jackson County Board of Commissioners

ATTEST:

Ryan Krosch
County Administrator/Clerk of the Board



Request for Board Action
Agenda Item No. 6.1.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: 5 mins

Department: Attorney

Presenter: Kristi Meyeraan

Recommendation: Approve

Item: Legal Services Contract

Board Action Request:

Approve the Legal Services Agreement with the City of Windom

Background & Comments:

The City of Windom wishes to contract with the Jackson County Attorney's Office to handle prosecution for the City of Windom criminal cases. The City of Windom will compensate Jackson County at the rate of \$47,490 annually (\$3,957.50/monthly) for prosecution services. The prior agreement with the Cottonwood County Attorney's Office is attached for reference.

Attachments: Legal Services Agreement

Fiscal Impact: \$47,490 in annual revenue to Jackson 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

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is between the City of Windom, a municipal corporation and political subdivision of the State of Minnesota, 444 9th Street, PO Box 38, Windom, MN by and through its City Administrator, Steve Nasby ("the City") and the Cottonwood County Attorney's Office, an agency of Cottonwood County, a political subdivision of the State of Minnesota, 1044 Third Avenue, Windom, MN 56101 by and through its County Attorney, Nicholas A. Anderson ("the County"), referred to collectively as "the Parties".

RECITALS

WHEREAS, the City wishes to contract with the County as legal counsel for prosecution of City of Windom criminal offenses and processing of associated forfeiture proceedings; and

WHEREAS, Minnesota Statutes Section 484.87 permits a home rule charter City such as the City of Windom to enter into an agreement with the County Board and the County Attorney to prosecute City of Windom criminal offenses and process associated forfeiture cases;

NOW, THEREFORE, in consideration of the mutual conditions stated in this Agreement, the Parties agree as follows:

- I. **SCOPE OF DUTIES:** The City hereby hires the County to prosecute City of Windom criminal cases and process associated forfeiture cases.
 - A. The County agrees to act as the City Prosecutor for the City, assuming all duties, obligations, and responsibilities of the office of City Prosecutor as those responsibilities may be affected by the Home Rule Charter and the ordinances of the City and the statutes of the State of Minnesota. The County will review cases, make prosecuting decisions, prepare cases and settle or try criminal cases as appropriate, and shall discharge statutory duties with regard to crime victims, and perform all other tasks necessary for the prosecution of criminal cases, including initiating and defending appeals related to City cases.
 - B. The County shall also act as the "prosecuting authority" for purposes of representing the City in all forfeiture proceedings arising out of prosecution services provided to the City under this Agreement, including but not limited to DWI forfeitures under Minnesota Statutes Section 169A.63, (2016) et seq., and as said laws may be amended in the future.
 - C. The County shall provide the staff, facilities, computers and software, general supplies, and research materials necessary to accomplish those things and shall provide or provide for the education and licensing necessary to maintain the competency and licensing status of the personnel necessary to complete the duties outlined above.

- D. The County specifically does not assume responsibility under this Agreement for representation of the City in any civil matters other than the forfeiture matters outlined above. Therefore, the City will maintain its own separate counsel to handle other civil legal matters, including administrative enforcement of the City's nuisance ordinances.
- II. TERM:** This Agreement shall be in effect from when signed by all parties through December 31, 2022 or until terminated earlier by mutual consent of the Parties or as set out below. Agreement shall renew for successive one-year periods, which shall run from January 1 to December 31, unless terminated by either party as stated in paragraph III (Termination).
- III. TERMINATION:** Notwithstanding any other terms of this agreement to the contrary if either Party wishes to terminate this Agreement prior to its expiration date, that Party shall give written notice through the U. S. mail, postage prepaid, to the representative of the other Party. Termination will be effective the first of the month following the passage of 90 days from the date that notice of intent to terminate is postmarked. If this Agreement is terminated as set out in this Paragraph, the City will not be obliged to make payment for any services provided by the County after the expiration of the 90-day notice period unless specific arrangements are made by the Parties.
- IV. COMPENSATION:**
- A. \$47,490 Annually (\$3,957.50/monthly) for the remainder of 2017 and all of 2018. Payments made from the City to the County will be monthly.
- B. Beginning in 2019, the Annual Compensation shall be determined by the following: If the City Attorney's hourly rate changes in any one year the compensation shall change by the percent change of the City Attorney's hourly compensation for the following year. (For example if the city attorney's hourly rate increases from \$140 to \$145 beginning January 1, 2018, then this contract will increase 3.5% on January 1, 2019. If the City Attorney's hourly rate does not change, the rate in this contract does not change.)
- C. The Cottonwood County Attorney's Office as prosecutorial authority shall be entitled to forfeiture income based on Minnesota Statute 169A.63 Subdivision 10 (2016) as amended.
- V. PERSONNEL:** The County shall devote sufficient personnel, resources, time, attention and energy necessary to fulfill the County's obligations under this Agreement.
- A. Assignment of personnel shall be at the sole discretion of the County Attorney, and the work may be divided among various County employees.
- B. County employees assigned to work under this Agreement remain County employees. As such they are under the direction and supervision of the County Attorney.

VI. STORAGE OF CITY FILES:

- A. Any paper files that may currently be in storage with the City shall remain the responsibility of the City. Any paper files or electronic files in the possession of the County shall be maintained by the County in the same manner as the County would use to protect the confidentiality of its own files, and in accordance with County data retention schedules.
- B. Should the parties later decide to end their association under this Agreement, the County agrees that it will provide paper or electronic data regarding open City files sufficient that whoever would take over the City work would be able to continue working those files..

VII. RELATIONSHIP BETWEEN PARTIES: The County is an independent contractor, retained by the City only for the purposes and to the extent set forth in this Agreement. Neither the County nor its personnel are to be considered employees of the City, entitled to any City plans or benefits, or governed by any policies of the City. The City's financial obligation is limited to what is set out in this Agreement. The City is not responsible for any wage withholding to the federal or any State government, or for worker's compensation for any County employee engaged to work on City business under this Agreement.

VIII. PROFESSIONAL JUDGMENT: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the County in accordance with its independent professional judgment. The County shall require its personnel to perform the services rendered in accordance with accepted principals of legal practice in the State of Minnesota. The County's personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations governing the practice of law in the State of Minnesota.

IX. MODIFICATION: This Agreement contains the entire understanding of the Parties. It may be modified by the Parties but any such modification shall be reduced to writing, signed by the Parties.

X. NOTICE: Any notice to the County pursuant to this Agreement shall be directed to Nicholas A. Anderson, Cottonwood County Attorney (or his successor in office) and delivered to the Cottonwood County Attorney's Office at 1044 Third Avenue, Windom, MN 56101. Any notice to the City shall be addressed to the City Administrator and delivered to 444 9th Street, P.O. Box 38, Windom, MN 56101. Any notice given under this Agreement shall be delivered by depositing it in the U.S. Mail, postage prepaid, addressed as set forth above.

XI. PROHIBITION AGAINST ASSIGNMENT: Except as otherwise expressly provided in

this Agreement, the County agrees that neither this Agreement, nor any of its obligations or benefits shall be assigned, transferred, pledged, or hypothecated in any way by the County or by any other person claiming under it by virtue of this Agreement and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without effect.

XII. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns and any such successor shall be deemed substituted for the City under the terms of this Agreement. This Agreement shall likewise be binding upon the County and any successor to the current County Attorney. As used in this Agreement, the term "successor" shall include not only any person, but any corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all the assets or business of the corporation.

XIII. CONTROLLING LAW AND VENUE: This Agreement shall be controlled by the laws of the State of Minnesota and any action brought because of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in Cottonwood County unless the Parties agree on a more appropriate venue in the State of Minnesota.

FOR COTTONWOOD COUNTY:

Dated: _____

Thomas Appel, Chair
Cottonwood County Board of Commissioners

Jan Johnson
Cottonwood County Administrator

Dated: _____

Nicholas A. Anderson
Cottonwood County Attorney

FOR THE CITY OF WINDOM:

Dated: _____

Dominic Jones
Mayor

Dated: _____

Steve Nasby
City Administrator



Request for Board Action
Agenda Item No. 7.1.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Opioid Settlements Resolution

Board Action Request:

Approve Resolution Authorizing the Jackson County Administrator to Execute All Necessary Documents to Ensure Jackson County Participation in the Multi-state Opioid Settlements and in the Minnesota Opioid State-Subdivision Memorandum of Agreement

Background & Comments:

In 2021/22 Minnesota joined a broad multi-state coalition in reaching nationwide settlements with opioid distributors. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis. In Minnesota, counties, cities and the State entered into a memorandum of agreement (MOA) to determine how these settlement funds would be distributed. Under this agreement, cities and counties receive 75% of the settlement and the State receives 25%. The first settlement (Johnson & Johnson, Etal.) will result in Jackson County receiving over \$312,000 over 18 years. The second settlement (Walgreens, Walmart, Etal.) is estimated to pay Jackson County over \$248,000 over 15 years. Other settlements are anticipated as well.

In an effort to make the approval process of additional settlements and amendments to the MOA more efficient, AMC, LMC and the MN Attorney Generals Office have provided the attached resolution which allows local units of government to designate someone to approve settlement documents and amended MOAs as they come in and without individual board approval. The attached resolution would designate myself as the person to sign these documents for Jackson County.

Settlement funding must be used for opioid treatment/prevention across public health, human services and public safety in accordance with the MOA.

Attachments: Resolution

Fiscal Impact: _____

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

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

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 23-009

Authorizing the Jackson County Administrator to Execute All Necessary Documents to Ensure Jackson County Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota’s local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the “State-Subdivision Agreement”); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, the Jackson County Board of Commissioners supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, the Jackson County Board of Commissioners supports and opts in to all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, the Jackson County Board of Commissioners authorizes Jackson County Administrator Ryan Krosch to execute all necessary documents to ensure Jackson County participation in the multistate settlement agreements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement.

Phil Nasby, Board Chair
Jackson County Board of Commissioners

ATTEST:

Ryan Krosch
County Administrator/Clerk of the Board



Request for Board Action
Agenda Item No. 7.2.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 3 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: LELS Local 53 Jailer/Dispatcher/Deputy/Investigator Union Labor Contract Approval

Board Action Request:

Approve the LELS Local 53 Union Labor Contract as presented effective January 1, 2023 to December 31, 2025

Background & Comments:

The Labor/Personnel Committee has reached a tentative agreement with the Law Enforcement Labor Services (LELS) Local 53 Bargaining Group. The contract term is for three years and includes a 3% cost of living adjustment/general wage increase in 2023, 2024 and 2025 for Jailer/Dispatchers and Investigators. The deputies will receive a 7% general wage increase for 2023 and 3% for 2024 and 2025. The additional compensation for the deputy classification is a result of market changes in the position and issues with recruitment and retention of law enforcement positions in general. The additional increase brings Jackson County closer to market pay for this position when compared to other counties and cities in the region.

A pay step 11 and 12 were added to the salary schedules as recommended in the compensation study the County completed and implemented with non-union employees in 2022. The contract also includes the same health and dental insurance benefits provided to non-union employees.

Attachments: Contract

Fiscal Impact: 3% wage adjustment & steps are in the 2023 budget; added deputy pay will be added to 2024 budget

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

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



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

January 1, 2023 to December 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

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

ARTICLE 2. RECOGNITION

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

ARTICLE 3. DEFINITIONS

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

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

ARTICLE 4. UNION SECURITY

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

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

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

ARTICLE 5. EMPLOYER AUTHORITY

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

ARTICLE 6. SENIORITY

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

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

ARTICLE 7. OUTSIDE EMPLOYMENT

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

ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

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

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

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

ARTICLE 9. EMPLOYER SECURITY

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

ARTICLE 10. PROBATIONARY PERIOD

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

ARTICLE 11. WORK SCHEDULES - PREMIUM PAY

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

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

- 12.5. Employees who work a holiday and earn extra pay above their normal rate under this Article may elect to place all or a portion of that extra pay into their compensatory time bank.
- 12.6. Employees working Easter Sunday will receive premium pay of one and one-half (1 & 1/2) times their regular rate of pay for all hours worked on that day.

ARTICLE 13. PERSONAL LEAVE

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

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

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

ARTICLE 14. VACATIONS

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

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

- 14.3. Vacation requests from employees for three (3) consecutive calendar days or less are to be submitted five (5) days in advance of requested vacation leave. If more than three (3) consecutive calendar days are requested, twenty (20) days advance written request shall be submitted to the Employer. When requests for annual vacation leave are submitted in advance as outlined herein, department head approval shall be granted on a first request basis. However, in the event two (2) or more employees, on the same day, submit requests for vacation leave to be taken at the same time, the most senior employee shall be given preference.
- 14.4. Vacation leave shall be used in increments of no less than one-half (1/2) hour.

ARTICLE 15. SICK LEAVE

- 15.1. Sick leave shall be earned by permanent full-time employees at the rate of eight (8) hours for each full month of service.
- 15.2. Unused earned sick leave may be accumulated to a maximum of nine hundred sixty (960) hours. At the discretion of the Jackson County Board of Commissioners, sick leave earned in excess of nine hundred sixty (960) hours may be allowed for catastrophic illness.
- 15.3. Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family when the employee's presence is necessary." Immediate family", for the purposes of this section, shall be defined as the employee's spouse, child, stepchild, ward or parent. Sick leave usage shall be subject to approval and verification by the Employer who may reasonably require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave or other information the Employer deems necessary.
- 15.4. To be eligible for sick leave payment, an employee must notify the Employer prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 15.5. An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.
- 15.6. Employees who have accumulated sick leave balance may trade their sick leave hours to cover the cost of health and wellness-related expenses for the employee and their eligible dependents up to six-hundred dollars (\$600.00) per year, provided a minimum of two weeks of sick leave hours remains after reimbursement (80 hours for full-time employees, and pro-rated for part-time employees). Reimbursements under this section shall be governed by the County Sick Leave for Fitness Policy.

ARTICLE 16. MISCELLANEOUS LEAVE

- 16.1. All miscellaneous leaves, as allowed by County Policy 716 (per revision of May 1, 2018), or in accordance with any State of Minnesota or Federal law, may be used in accordance

with the provisions of County Policy 716 (per revision of May 1, 2018) or as allowed by State of Minnesota or Federal law.

ARTICLE 17. SALARY RATES

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

ARTICLE 18. SEVERANCE

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

ARTICLE 19. POST RETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

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

19.3. Employer Contributions to the Post-Retirement Health Care Savings Arrangement

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

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

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

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

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

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

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

ARTICLE 20. DISCIPLINE

20.1. Employees will be disciplined only for just cause.

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

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

ARTICLE 21. CONSTITUTIONAL PROTECTION

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

ARTICLE 22. CALL BACK/COURT TIME

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

ARTICLE 23. INSURANCE

23.1. High Deductible Group Health Plans:

2023 Health Plan Options and COUNTY contributions:

	<u>Total Premium</u>	<u>Employee Monthly Premium</u>	<u>County Monthly Premium</u>	<u>County Share of Premium</u>
\$5000/\$10,000				
Single	\$799.00	\$39.94	\$759.06	95.00%
Family	\$2,403.00	\$240.30	\$2,162.70	90.00%
Married EE	\$2,403.00	\$120.14	\$2,282.86	95.00%

	<u>Total Premium</u>	<u>Employee Monthly Premium</u>	<u>County Monthly Premium</u>	<u>County Share of Premium</u>
\$3500/\$7000				
Single	\$879.00	\$297.54	\$581.46	66.15%
Family	\$2,643.00	\$1,007.22	\$1,635.78	61.89%
Married EE	\$2,643.00	\$781.58	\$1,861.42	70.43%

	<u>Total Premium</u>	<u>Employee Monthly Premium</u>	<u>County Monthly Premium</u>	<u>County Share of Premium</u>
\$2600/\$5200				
Single	\$923.50	\$343.54	\$579.96	62.80%
Family	\$2,776.00	\$1,187.98	\$1,588.02	57.21%
Married EE	\$2,776.00	\$962.08	\$1,813.92	65.34%

- 23.2. For 2024 & 2025, with respect to qualifying employees who are members of this Collective Bargaining Agreement that select the \$5,000/\$10,000 Plan, COUNTY shall contribute an amount not to exceed ninety-five (95%) percent towards the monthly premium cost for single group health coverage, and ninety (90%) percent towards the monthly premium cost for family group health coverage.
- 23.3. For qualifying employees who are married to another qualifying employee and who select family coverage in the \$5,000/\$10,000 Plan, one spouse shall receive an amount not to exceed ninety-five (95%) percent of the monthly premium cost for family group health coverage, and the other spouse shall receive no contribution towards group health coverage. Otherwise, each spouse may select single coverage and each shall receive the same contribution as other employees selecting single coverage.
- 23.4. For 2024 & 2025, the County agrees to split any increase or decrease to the health insurance premium on a 50/50 basis for employees selecting the \$3500/\$7000 or the \$2600/\$5200 Plan.
- 23.5. **Plan Cancellation:** When a COUNTY high deductible group health plan drops below 10 employee participants, the plan will no longer be offered as a health plan option the following year.

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

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

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

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

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

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

A. For 2023 the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

Health Plan	\$5000/\$10,000
Tier of Coverage	Monthly Contribution
Single	\$133.50
Family	\$279.20
Married EE	\$247.40

Health Plan	\$3500/\$7000
Tier of Coverage	Monthly Contribution
Single	\$126.00
Family	\$263.50

Married EE \$233.50

Health Plan	\$2600/\$5200
Tier of Coverage	Monthly Contribution
Single	\$110.00
Family	\$254.76
Married EE	\$224.50

- B. For 2024 and 2025, the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

Health Plan	\$5000/\$10,000
Tier of Coverage	Monthly Contribution
Single	\$153.50
Family	\$299.20
Married EE	\$267.40

Health Plan	\$3500/\$7000
Tier of Coverage	Monthly Contribution
Single	\$126.00
Family	\$263.50
Married EE	\$233.50

Health Plan	\$2600/\$5200
Tier of Coverage	Monthly Contribution
Single	\$110.00
Family	\$254.76
Married EE	\$224.50

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

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

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

ARTICLE 24. UNIFORM ALLOWANCE

24.1. The Employer shall designate the standard uniform required while on duty.

24.2. Jailer/Dispatchers on a pro-rata basis shall receive an annual credit of \$500.00 for uniform items. Sheriff's Deputies, on a pro-rata basis shall receive an annual credit of \$750.00 for uniform items.

- 24.3. The County will furnish at its cost the leather goods and accessories, including badges, identification patches, firearms, holsters, and holster belts.
- 24.4. Any uniform credit remaining from 2023 may carry over to be used in 2024 and any uniform credit remaining in 2024 may carry over to be used in 2025.
- 24.5. Once every ten (10) years, Deputies may use the Uniform Allowance for the purchase of one handgun for off duty or back up purposes with the approval of the Sheriff and the Firearms Instructor.
- 24.6. Approval of all uniform items must be obtained prior to purchase.
 - A. Each employee shall submit to Employer a request for uniform needs to be approved by the Employer. Upon Employer approval, each employee may acquire the item approved, submit a bill to the Employer from the supplier and the employee and the County shall keep track of monies expended and uniform credit remaining.
 - B. All uniform items and leather goods, firearms and accessories as purchased on behalf of each employee shall remain the property of the County and as each item is either discarded or replaced, the discarded or replaced item shall be returned to the employer. In the event any such items are lost or damaged through negligence of the employee possessing said property, (reasonable wear and depreciation expected), such employee shall be financially responsible for the replacement of said negligently lost or destroyed item.
 - C. Uniform items damaged in the line of duty will be replaced by the Employer if approved by the Sheriff.
 - D. Eye glasses damaged or destroyed through no fault of the employee while in performance of duty will be repaired or replaced by the County.

ARTICLE 25. PART-TIME EMPLOYEE BENEFITS

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

ARTICLE 26. TRAINING

- 26.1. The Employer shall:
 - A. Be responsible for providing all training required by the Employer and P.O.S.T. and employee shall comply with all Employer and P.O.S.T. training requirements.
 - B. Pay employees for all time spent in such training at the employee's regular monthly rate of pay, for training during regularly scheduled working hours.
 - (1) For all time spent in such training during employee's non-scheduled working hours, the employee shall be paid at straight time while in actual attendance during such training program's scheduled hours. Any time spent

in excess of eight (8) hours per day or forty (40) hours per week during training or non-scheduled working hours shall not be considered overtime nor considered in the accumulation of hours for calculation of overtime pay.

- C. Reimburse employees for all reasonable costs of mileage, meals, lodging and course training materials incurred in obtaining training.
- D. Scheduling of all required training shall be the responsibility of the Employer.
 - (1) If an employee requests to attend training on a day or days when such employee is not scheduled to work, the employee may waive the right to pay as per paragraph 26.1, B. The Employer may, in its discretion, deny such pay provided in Section 26.1, B.

26.2. Any employee who voluntarily terminates employment within two (2) years of the beginning date of employment shall immediately reimburse Employer for all actual expenses incurred by Employer under Section 26.1 (A through C).

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

ARTICLE 27. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

27.1. This Agreement shall represent the complete Agreement between LELS and the Employer.

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

ARTICLE 28. SAVINGS PROVISION

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

ARTICLE 29. JOB SAFETY

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

ARTICLE 30. LEFT BLANK

ARTICLE 31. LEFT BLANK

ARTICLE 32. PHYSICAL

- 32.1. Commencing January 1, 1993, during the month of January of each even numbered year, each employee will be required to submit to a physical examination from the doctor of the employee's choice located within Jackson County or within forty (40) miles of the City of Jackson, and the results filed in the office of the Jackson County Sheriff. Employer shall furnish a medical examination form to employee for completion by employee's doctor. The form shall list the required examinations and/or tests reasonably calculated to determine physical fitness for employee's job classification.
- 32.2. The usual and customary cost of such required physical examinations and testing shall be submitted to the employee's medical insurance. Employer shall bear those costs not paid by the Employee's medical insurance. Employee shall be responsible for the cost of any medical tests and/or examinations not required by Employer. In the event the examining

physician determines that further test and/or examinations are needed as a result of Employer's required tests and/or examinations, those costs shall also be submitted to the Employee's medical insurance. Employer shall bear those costs not paid by the Employee's medical insurance.

- A. Each employee shall schedule an appointment for physical examination during non-scheduled working hours. Employee shall be paid straight time at said employees current pay rate for the time required to secure the physical examination. Such time shall not be included in computing overtime hours, vacation or sick leave.

ARTICLE 33. PROMOTIONS

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

ARTICLE 34. PAY FOR LICENSE - YEARLY

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

ARTICLE 35. TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2023, and shall remain in full force until December 31, 2025.

In WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed this 21st day of March, 2023.

COUNTY OF JACKSON

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Chair of the County Board

BY: _____
LELS Representative

BY: _____
County Administrator

BY: _____
Steward

Appendix A

2023 Salary Rates

General Wage Increase 3.00% - Jailer/Dispatcher, Jailer/Dispatcher II, Deputy Sheriff, Investigator; *4% Market Equity Adjustment - Deputy Sheriff*
 Effective 1/1/2023

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
11	Jailer/Dispatcher	\$22.29	\$23.04	\$23.78	\$24.52	\$25.27	\$26.01	\$26.75	\$27.50	\$28.24	\$28.98	\$29.71	\$30.45
12	Jailer/Dispatcher II	\$23.74	\$24.53	\$25.33	\$26.12	\$26.91	\$27.70	\$28.49	\$29.28	\$30.08	\$30.87	\$31.64	\$32.42
13D	Deputy Sheriff	\$26.49	\$27.38	\$28.26	\$29.15	\$30.02	\$30.91	\$31.79	\$32.68	\$33.56	\$34.44	\$35.30	\$36.19
15D	Investigator	\$28.92	\$29.89	\$30.85	\$31.82	\$32.77	\$33.74	\$34.71	\$35.67	\$36.64	\$37.60	\$38.54	\$39.50

2024 Salary Rates

General Wage Increase 3.00% - Jailer/Dispatcher, Jailer/Dispatcher II, Deputy Sheriff, Investigator
 Effective 1/1/2024

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
11	Jailer/Dispatcher	\$22.96	\$23.73	\$24.50	\$25.26	\$26.02	\$26.79	\$27.55	\$28.33	\$29.09	\$29.85	\$30.60	\$31.36
12	Jailer/Dispatcher II	\$24.45	\$25.27	\$26.09	\$26.90	\$27.72	\$28.53	\$29.34	\$30.16	\$30.98	\$31.80	\$32.59	\$33.40
13D	Deputy Sheriff	\$27.29	\$28.20	\$29.11	\$30.02	\$30.92	\$31.84	\$32.74	\$33.66	\$34.56	\$35.48	\$36.36	\$37.27
15D	Investigator	\$29.79	\$30.79	\$31.77	\$32.77	\$33.76	\$34.76	\$35.75	\$36.74	\$37.74	\$38.72	\$39.70	\$40.69

2025 Salary Rates

General Wage Increase 3.00% - Jailer/Dispatcher, Jailer/Dispatcher II, Deputy Sheriff, Investigator
 Effective 1/1/2025

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
11	Jailer/Dispatcher	\$23.65	\$24.44	\$25.23	\$26.02	\$26.80	\$27.59	\$28.38	\$29.18	\$29.96	\$30.75	\$31.51	\$32.30
12	Jailer/Dispatcher II	\$25.19	\$26.03	\$26.87	\$27.71	\$28.55	\$29.38	\$30.22	\$31.07	\$31.91	\$32.75	\$33.57	\$34.40
13D	Deputy Sheriff	\$28.11	\$29.05	\$29.98	\$30.92	\$31.85	\$32.79	\$33.73	\$34.67	\$35.60	\$36.54	\$37.45	\$38.39
15D	Investigator	\$30.68	\$31.71	\$32.73	\$33.75	\$34.77	\$35.80	\$36.82	\$37.84	\$38.87	\$39.88	\$40.89	\$41.91



Request for Board Action
Agenda Item No. 7.3.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 2 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: AFSCME Union Labor Contract Approval

Board Action Request:

Approve the AFSCME Local 925 Public Works Union Labor Contract as presented effective January 1, 2023 to December 31, 2025

Background & Comments:

The Labor/Personnel Committee has reached a tentative agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 925 Public Works Bargaining Group. The contract term is for three years and includes a 3% cost of living adjustment/general wage increase in 2023, 2024 and 2025.

A pay step 11 and 12 were added to the salary schedules as recommended in the compensation study the County completed and implemented with non-union employees in 2022. The contract also includes the same health and dental insurance benefits provided to non-union employees.

Attachments: Contract

Fiscal Impact: wage adjustment & steps are in the 2023 budget

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

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

AGREEMENT BETWEEN
JACKSON COUNTY
AND
**THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**
LOCAL UNION 925

January 1, 2023 - December 31, 2025

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**LABOR AGREEMENT
BETWEEN
JACKSON COUNTY
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES**

ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT entered into by Jackson County, hereinafter referred to as the Employer, and Local 925, Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has, as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work and other conditions of employment.

ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Chapter 179A, for all employees of the Jackson County Public Works Department who are Public Employees as defined by Minnesota Statute 179A.03, subd. 14 excluding the County Engineer/Public Works Director, supervisory, confidential and all other employees.

ARTICLE III. UNION SECURITY

3.1 In recognition of the Union as the exclusive representative, the Employer shall:

3.11 Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form agreed upon by the Employer and the Union. The deduction of such dues shall commence thirty (30) working days after initial employment with the Employer.

3.12 Remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made, along with other pertinent information necessary for the collection and administration of union dues. The Employer may transmit this information electronically or via U.S. mail.

3.2 Fair Share/Agency Fee. The Union may collect an Agency Fee or Fair Share fee, in an amount to be determined by the Union, consistent with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3.

3.3 The Union shall certify to the Employer, in writing, the amount of dues and assessments to be withheld.

3.4 The Union agrees to represent all members of the unit fairly and without discrimination.

- 3.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney fees, brought or issued against the Employer under the provisions of this Article.
- 3.6 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

ARTICLE IV. EMPLOYER AUTHORITY

- 4.1 Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects with its responsibilities to the citizens of Jackson County, Minnesota, and in accordance with existing and future laws and regulations of appropriate authorities. The Union recognizes the exclusive right of the Employer to retain all rights and authority to manage, not specifically abridged, modified or amended by the terms of this agreement, including, but not limited to, the right to direct the working forces, to plan, direct, and control all the operations and services of the County, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, schedule work week and working hours, to assign overtime, to determine whether goods and services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to the lack of work or other legitimate reasons, to make and enforce reasonable rules and regulations and to change or eliminate existing methods, equipment, facilities, budgets, quality standards, work rules, standards of discipline, and county residency of employees.
- 4.2 Any terms and conditions of employment not specifically established by the Agreement shall remain solely within the discretion of the Employer to establish, modify, implement and/or eliminate.

ARTICLE V. HOURS OF WORK

- 5.1 Summer hours: Beginning with the pay period preceding Memorial Day through the pay period preceding Labor Day.

The normal work week shall consist of forty (40) hours. The work week will begin Friday at 10:00 a.m.

Work week one of pay period: four (4) nine (9) hour days, Monday through Thursday, 6:00 a.m. to 3:30 p.m., one (1) eight (8) hour day, Friday 6:00 a.m. to 2:30 p.m.

Work week two of pay period: four (4) nine (9) hour days, Monday through Thursday, 6:00 a.m. to 3:30 p.m.

Holidays: Holiday pay will be for eight (8) hours only even if the Holiday falls on a scheduled nine (9) hour day. The hour difference will be made up by working either an additional one (1) hour on the eight (8) hour scheduled Friday or an additional one half (1/2) hour on two (2) subsequent nine (9) hour days. When a Holiday falls on a non-scheduled Friday the preceding Thursday will become the paid Holiday.

Winter hours: Beginning with the pay period that includes Labor Day through the pay period prior to the pay period preceding Memorial Day.

The normal work week shall consist of forty (40) hours, five (5) eight (8) hour days, Monday through Friday, normally 7:00 a.m. to 3:30 p.m. The work week will begin Sunday at 12:01 a.m.

5.2 For any FLSA, non-exempt employee, all hours worked over forty (40) per week shall be paid overtime, and shall be paid for at time and one-half (1-1/2). Approved paid leave time (sick leave, vacation, and personal time) shall be considered hours worked for purposes of calculating overtime pay. All work performed on Saturdays shall be considered as overtime, and shall be paid for at time and one-half (1-1/2). All work performed on holidays shall be considered as overtime, and shall be paid for at double time (2 times). All work performed on Sundays shall be considered as overtime, and shall be paid for at double time (2 times).

5.21 For the purpose of computing overtime, hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

5.22 Overtime hours shall be assigned and distributed as equally as possible among each of the classes of employees where overtime is required.

5.23 Employees may earn compensatory time off in lieu of overtime pay to be credited to a compensatory time bank at the rate of one and one-half times the actual hours worked. The maximum number of hours within the bank shall not exceed forty (40) hours.

A supplemental comp time bank may be allowed upon Union request to the Jackson County Administrator and upon the Jackson County Administrator's approval. All hours accrued in the supplemental comp time bank shall be exhausted before any vacation leave will be granted, except when this will result in vacation leave being forfeited.

5.3 All employees shall receive an unpaid thirty (30) minute lunch period daily plus two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon in each eight (8) hour shift, at times designated by their supervisor.

5.4 When an employee is called out to work on other than his/her regular scheduled shift, he/she shall receive a minimum of two (2) hours pay at the appropriate overtime rate. When an employee reports for work in accordance with the schedule without having been previously notified not to report, he/she shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof.

5.41 An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this Section. Any shift starts that occur prior to five (5:00) a.m. shall be considered called out for the purpose of this section and shall receive a minimum of two (2) hours pay at the appropriate overtime rate.

5.5 Non-compensated leave of absence hours shall not be included in the worked hours per

week required to qualify for overtime premium.

ARTICLE VI. HOLIDAYS

6.1 All employees covered by this Agreement shall be paid for the following recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Fourth of July Day
Friday After Thanksgiving Day	Christmas Day
Christmas Eve Day	

Juneteenth (June 19th) Shall become effective after the State of Minnesota approves the date as an officially recognized holiday in the State of Minnesota.

If any of the above holidays fall on a Saturday, the preceding Friday shall be the holiday and if any of the above holidays fall on a Sunday, the following Monday shall be the holiday. When Christmas Eve falls on Friday, Saturday or Sunday, it will not be an observed holiday and employees will instead receive one additional personal day to be used in the same calendar year in which it is granted, subject to the same terms and conditions as other personal days.

6.2 When a paid holiday falls during an employee's vacation period, he/she shall be credited with one (1) day of paid vacation for each such holiday.

6.3 All work performed on a designated holiday shall be paid for at double time (2 times) the regular rate, in addition to regular monthly pay.

6.4 Employees shall be eligible for holiday pay provided they are on compensated payroll status on the scheduled work day before and the scheduled work day after a holiday.

ARTICLE VII. VACATIONS

7.1 Vacation time off is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees and regular part-time employees who are normally scheduled to work 24 hours or more per week are eligible to earn and use vacation time as described in this policy.

The amount of paid vacation time employees earn each year is based on the number of hours they are regularly scheduled to work, as shown in the following schedules:

Regular Full-time - 40 hours/week

Years of Service	Monthly Accumulation (hours)	Annual Accumulation (days)	Maximum Accrual (hours)
1-5	8.0	12	192
6-10	10.0	15	240

11-15	12.0	18	288
16-20	14.0	21	336
21+	16.0	24	384

Note: Year of Service begins on first day of year indicated.

Regular Part-time - 32-39 hours/week

Years of Service	Monthly Accumulation (hours)	Annual Accumulation (days)	Maximum Accrual (hours)
1-5	6.4	9.6	154
6-10	8.0	12.0	192
11-15	9.5	14.25	228
16-20	11.0	16.5	264
21+	12.7	19.0	305

Note: Year of Service begins on first day of year indicated.

Regular Part-time – 24-31 hours/week

Years of Service	Monthly Accumulation (hours)	Annual Accumulation (days)	Maximum Accrual (hours)
1-5	4.8	7.2	116
6-10	6.0	9.0	144
11-15	7.2	10.8	173
16-20	8.4	12.6	202
21+	9.6	14.4	231

Note: Year of Service begins on first day of year indicated.

- 7.2 Employees shall begin accruing vacation immediately upon assignment to an eligible employment classification. The amount of vacation leave accrued shall be pro-rated in the first and last months of employment.
- 7.3 Vacation leave is earned at the end of each pay period and cannot be used until after it is earned. Therefore, vacation leave cannot be used in the same pay period that it is earned.
- 7.4 Vacation leave must be used in increments of no less than one-half hour.
 - 7.4.1 Requests to use vacation leave of eight (8) hours or less shall be made in writing to, and approved by, the employee’s supervisor a minimum of two (2) hours prior to the time which the employee seeks to take leave, but every effort shall be made to give at least one day’s notice.
 - 7.4.2 Requests to use vacation leave of between one and five days must be made in writing to, and approved by, the employee’s supervisor a minimum of one (1) day prior to the date on which the employee seeks to take leave.
 - 7.4.3 Requests to use vacation leave for periods of five days or more must be made in writing to, and approved by, the employee’s supervisor at least two weeks prior to the date on which the employee seeks to take leave.
 - 7.4.4 All requests for use of vacation leave will be evaluated based on workload and

staffing needs. Failure to submit leave requests within the stated timelines, or workload and staffing needs, may result in denial of the leave request.

- 7.5 Upon voluntary termination of employment, employees shall be paid for unused vacation leave that has been earned through the last day of work in accordance with Article XX. Establishment of VEBA with Postretirement Health Care Savings Arrangement. An employee whose employment is terminated during their probationary period or otherwise involuntarily terminated for cause by the County shall forfeit their accrued vacation.

ARTICLE VIII. PERSONAL LEAVE

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

Hours Scheduled per Week	Personal Leave per Year (hours)	Personal Leave for Employees Hired after June 30 (hours)
40	16.0	8.0
32-39	12.0	6.0
24-31	8.0	4.0

Personal leave is earned based on the calendar year, not the pay period, and may not be used until after it is earned. For example, personal leave is earned annually on the first day worked after January 1 and may not be used until January 1 or after.

Personal leave may be used immediately upon assignment to an eligible employment classification. Personal leave may be used in increments of one-quarter hour.

Requests for use of personal leave must be made in writing to the employee’s supervisor. All requests must be made by October 31 of each year, and all personal leave must be used by the last full pay period of each calendar year. All requests for use of personal leave will be evaluated based on workload and staffing needs. Failure to submit leave requests within the stated timelines may result in denial of the request. Any personal leave not used by the end of the calendar year shall be forfeited. Employees shall not be compensated for accrued personal leave upon termination of their employment, whether voluntary or involuntary. Employees must be in a paid work status before and after using personal leave.

ARTICLE IX. SICK LEAVE

- 9.1 All employees shall be entitled to eight (8) hours of sick leave per month worked. To earn monthly sick leave benefits, an employee must work one hundred fifty (150) hours or more during the month. Vacation leave and sick leave used during the month may be counted as working time to build up the required one hundred fifty (150) hours. Employees may accumulate sick leave to a maximum of nine hundred and sixty (960) hours.

- 9.2 Accumulated sick leave may be approved for absences for the following reasons:
- 9.21 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 9.22 Because of medical or dental treatment for the employee.
 - 9.23 Sick leave not to exceed thirty-two (32) hours in any one instance may be used as a result of a serious illness of the employee's spouse, or employee's parents living in the household in those circumstances where no other responsible adult is available to attend the needs of the ill family member. An employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average of twenty (20) or more hours per week during those twelve (12) months, may use sick leave for absences due to an illness or injury of the employee's actual or adoptive child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.
 - 9.24 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and the recovery therefrom are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
- 9.3 The Employer may require a report from a recognized physical or mental health authority attesting to the necessity of sick leave upon three (3) consecutive days of illness or when the Employer has reasonable cause to suspect abuse of sick leave.
- 9.4 Any employee who, by reason of sickness or injury, received Worker's Compensation benefits, may receive, from the Employer, additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation, including leave and compensation benefits, shall not exceed the weekly base rate of an employee. An employee absent due to a job connected injury, shall be entitled to immediate return to actual employment in order of seniority. The question of whether it is a job connected injury, within the scope of this rule, shall be on the basis of whether it is compensable under Worker's Compensation.
- 9.5 Employees shall receive severance benefits, in accordance with Article XX. Establishment of VEBA with Postretirement Health Care Savings Arrangement, as follows:

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

- 9.6 The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, selected by the

Employer, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. The Employer's selection of a medical authority shall not be subject to the grievance procedure. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

- 9.7 Employees, who have accumulated a sick leave balance, may trade their sick leave hours to cover the cost of health and wellness-related expenses, for the employee and their eligible dependents, up to \$600 per year, provided a minimum of two weeks of sick leave hours remain after reimbursement, (80 hours for full-time employees, and pro-rated for part-time employees). Reimbursements under this section shall be governed by the County Sick Leave to Fitness Policy.

ARTICLE X. CATASTROPHIC SICK LEAVE

- 10.1 Employees who have accrued the maximum amount of sick leave allowable may continue to accrue sick leave that shall be contributed to a special catastrophic sick leave bank for that employee. Use of catastrophic sick leave shall be available only after all accumulated sick leave and vacation leave have been exhausted. Requests for use of such leave must be made, in writing, to the Department Head and approved by the County Board. Employees shall not be compensated for any accrued catastrophic sick leave upon termination, whether voluntary or involuntary.

ARTICLE XI. FUNERAL LEAVE

- 11.1 In the event of the death of a regular full-time employee's spouse, child, stepchild or ward, the employee shall be eligible to receive up to five (5) working days off, with pay. The employee shall be eligible to receive up to three (3) working days off, with pay, in the event of the death of the parents, grandparents, grandchildren or siblings of either the employee or the employee's spouse. With prior approval of their supervisor, the employee may use accumulated sick leave, vacation leave and/or compensatory time when the employee requests leave, for bereavement purposes, in excess of the number of leave days provided for in this section.
- 11.2 The Department Head may authorize up to three (3) working days off, with pay, upon the death of other family members, through lineage or marriage, not otherwise specified in this provision, when special circumstances exist. The Department Head will review requests for such leave on a case-by-case basis.
- 11.3 The Department Head may also grant time off work for the death of individuals not in the employee's immediate family, as defined above. Such leave shall be charged against the employee's accumulated sick leave, vacation leave and/or compensatory time.
- 11.4 Regular part-time employees, who are normally scheduled to work 24 hours per week or more, are eligible for bereavement leave based on the following schedule:

Hours Scheduled per Week	Spouse/Child, etc.	Parents, etc.
40 hours	5 days	3 days
32-39 hours	4 days	2.5 days

ARTICLE XII. PHYSICALS

- 12.1 Each employee will be required to submit a physical examination every other year on or about their birthday, from a doctor within a thirty (30) mile radius of the City of Jackson of the employee's choice, and the results filed in the Office of the County Engineer/Public Works Director. The Employer shall furnish a uniform medical examination form to each employee for completion by employee's doctor. The form shall list the required examinations and/or tests reasonably calculated to determine employee's physical fitness for employee's job classification. The usual and customary cost of such required physical examinations and testing shall be paid by Employer. Employee shall be responsible for the cost of any medical tests and/or examinations not required by Employer. In the event the examining physician determines that further tests and/or examinations are needed as a result of Employer's required tests and/or examinations, Employer shall bear those costs.

ARTICLE XIII. LEAVE OF ABSENCE

- 13.1 Any request for a leave of absence shall be submitted, in writing, by the employee to his/her immediate foreman. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for leave of absence shall be furnished to the employee by the County Highway Engineer and it shall be in writing.
- 13.2 Employees shall be granted a leave of absence, with pay, any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. An employee who is dismissed from jury duty during the work day shall be required to return to work as soon as reasonably possible, unless alternative arrangements are made.
- 13.3 Military Duty Leave: In accordance with state and federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the employer with official copies of the orders received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.
- 13.4 Any employee who enters into active service in the Armed Forces of the United States while in the service of the employer, shall be granted a leave of absence, without pay, for the period of military service.
- 13.5 The Employer agrees to grant the necessary time off, with pay and without discrimination, to any one (1) employee, in addition to grievant, designated by the Union to attend grievances and to any two (2) employees designated by the Union to attend contract negotiations.
- 13.6 The Employer agrees to grant an unpaid leave of absence to employees elected or appointed, by the Union, to attend to Union business. The unpaid leave shall not exceed three (3) days duration for each occurrence and shall be taken only when employee's

absence will not significantly affect the work of the department.

- 13.7 An employee who is an active emergency personnel volunteer, (such as a volunteer firefighter, emergency vehicle driver, etc.), shall be granted a leave of absence, with pay, when called to respond to an emergency in their volunteer capacity. Employees shall be paid the difference between any emergency service compensation received from any other source and their regular wage for regularly scheduled working hours missed due to the emergency call. Upon completion of emergency duties, an employee shall be required to return to work as soon as reasonably possible to complete the normal work day, unless alternative arrangements are made.

ARTICLE XIV. SENIORITY

- 14.1 Seniority shall be on a department wide basis in accordance with the employee's last date of hire. New employees hired shall be considered as probationary employees for the first six (6) months of their employment during which time they may be terminated at the sole discretion of the Employer. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the county and shall rank in seniority from the employee's date of employment.
- 14.2 The seniority list, on the date of this Agreement, shall show the name and job title of all employees in the department. The Employer will keep the seniority list up to date and will provide the Union with an up-to-date copy when requested.
- 14.3 An employee shall lose seniority for the following reasons only:
- 14.31 Resignation;
 - 14.32 Discharged for cause;
 - 14.33 Absence for three (3) consecutive working days without notifying his/her Employer. After such absence, the Employer will send written notification to the employee, at his/her last known address, that he/she has lost his/her seniority, and that his/her employment terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
 - 14.34 Failure to return to work, when recalled from layoff, as set forth in the Recall, Section 14.4 below.
 - 14.35 Return from sick leave shall be treated the same as 14.33 above.
- 14.4 The word "layoff" shall mean a reduction in the working force due to circumstances determined by Employer to necessitate such a reduction. In the event of layoff, employees with the least seniority in the affected classification shall be laid off first, provided all probationary, temporary, seasonal and part-time employees are laid off first, and provided that an employee may bump back into a lower classification provided he has greater seniority and is qualified to perform the work of the lower classification. In the event of recall, the last employee laid off shall be the first recalled, providing he is qualified to perform the work assignments.

- 14.41 Disposition of these matters will be a proper matter for the Grievance Procedure.
- 14.42 Employees to be laid off will have at least two (2) weeks' notice when reasonably possible.
- 14.43 Notice of recall shall be sent to employees at their last known address by registered or certified mail, If employee fails to report for work within ten (10) days from the date of mailing notice of recall, he/she shall be considered as having resigned.
- 14.5 Any vacancy or newly created position will be posted in a conspicuous place in the Department where employees work. Such notice shall be posted for at least seven (7) calendar days prior to filling of such vacancy or newly created position.
- 14.51 The Employer is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications are equal, the applicant with most job seniority from within the Highway Department shall receive a promotion.
- 14.52 The Employer will not be obliged to consider a request for a promotion from an employee who has not submitted his/her request for promotion, to the Employer, on or before the seventh (7th) calendar day the job is posted. If it becomes necessary, in making a promotion, to bypass an employee in seniority, reasons for said denial shall be given, in writing, to such employee. It shall then be a proper matter for the Grievance Procedure.
- 14.53 The employee who is promoted will be granted a ninety (90) day trial period to determine:
1. Ability to perform the job;
 2. Desire to remain on the job.

During the ninety (90) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to the employee, in writing.

During the trial period, the employee shall receive the wage rate of the job he/she is performing.

ARTICLE XV. EMPLOYEE CONDUCT

- 15.1 Employees shall be disciplined only for just cause. Disciplinary action shall be progressive and follow the steps listed below:
- 15.11 Oral Warning
 - 15.12 Written Warning
 - 15.13 Suspension
 - 15.14 Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

- 15.2 The seriousness or frequency of an action will be factors in determining whether discharge, rather than some other form of disciplinary action, is warranted. In the event of a dismissal, a notice will be given to the individual outlining the reasons for dismissal.
- 15.3 The Employer shall not question the employee after a preliminary investigation by Employer has determined that a disciplinary action is necessary unless the employee has been given the opportunity to have a representative of the Union present at such questioning.
- 15.4 A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Each employee shall receive a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response therein.

ARTICLE XVI. GRIEVANCE PROCEDURE

- 16.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific expressed provisions of this Agreement.
- 16.2 All disciplinary or discharge actions shall be subject to the Grievance Procedure, except any such action taken by the Employer during the probationary period of a newly hired or rehired employee.
- 16.3 Grievances as herein defined shall be processed in the following manner:

Step 1. **INFORMAL** an employee claiming a violation concerning the interpretation or application of the express provisions of this agreement shall, within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, cause, with or without the union Steward, such grievance to be presented to his/her supervisor who is designated for this purpose by the Employer. The supervisor shall attempt to adjust the matter and shall respond to whomever presented such grievance within five (5) calendar days.

Step 2. **FORMAL** If the grievance is not settled in Step 1 and the employee and Union wish to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the County Engineer/Public Works Director or his/her designated representative within ten (10) calendar days after the designated supervisor's answer in Step 1 is due and shall be signed by both the employee and the Union Steward. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The County Engineer/Public Works Director or designated representative, shall discuss the grievance, within seven (7) calendar days, with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the County Engineer/Public Works Director or designated representative and the Union. If no settlement is reached, the County Engineer/Public Works Director or designated representative shall give written answer to the employee and the Union within seven (7) calendar days following their meeting.

Step 3. APPEAL If the grievance is not settled in Step 2, and the employee and the Union desire to appeal, it shall be referred by the employee and the Union Steward, in writing, as specified in Step 2, to the Jackson County Board of Commissioners or its designated representative within seven (7) calendar days after the County Engineer/Public Works Director or designated representative's answer in Step 2. A meeting between the Board of Commissioners or its designated representative, the employee, and the Union representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the County Board or designated representative and the Union. If no settlement is reached, the County Board or designated representative shall give the Employer's written answer to the employee and Union within seven (7) calendar days following the meeting.

Step 4. ARBITRATION. If the grievance is not settled in accordance with the foregoing procedure, the employee and Union may refer the grievance to arbitration within seven (7) calendar days after the receipt of the Employer's written answer in Step 3, as provided in Minnesota Statutes. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event that parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to alternately strike names from the panel. The party requesting arbitration shall strike the first name from the panel. The other party shall then strike a name. The procedure shall be repeated and the remaining name shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and the Union requesting that he set a time and place, subject to the availability of the Employer and the Union representative. The fee and expense of the arbitrator and any other expenditures required in connection with the arbitrating procedure, including special services mutually agreed to by the parties, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

16.4 Arbitrator's authority.

16.41 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

16.42 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted, in writing, within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree, in writing, to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

16.43 If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim

record of the proceedings, the cost shall be shared equally.

- 16.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered “waived”.
- 16.6 Discharge or suspension of a permanent employee will automatically be referred to a special conference between the Union and the Employer, which special conference shall be held within three (3) days from the date of discharge or suspension. Disposition of such conference shall be issued in writing. Any subject matter which could be construed as detrimental to an employee’s future promotion, transfer, present or future employment shall be served in writing on the employee with a copy mailed to the Union. Such matters shall be proper subject for the grievance procedure.

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, in writing, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee and the Union may elect to treat the grievance as denied at the step and appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and Union representative involved in each step.

ARTICLE XVII. NO STRIKE

- 17.1 While this Agreement is in effect, neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one’s position, the stoppage of work or the absence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees, in writing, to cease and desist from any such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE XVIII. GENERAL PROVISIONS

- 18.1 It shall be a violation of this Agreement for the Employer to coerce or discriminate against any employee in the bargaining unit because he/she has given testimony or instituted proceedings under any provision of this Agreement, or to refuse to meet with representatives of the employee as outlined in this Agreement. There shall be no solicitation of funds among employees for any purpose, unless mutually agreed between the Union and County.
- 18.2 The employee shall be provided with a pair of safety glasses, with corrective lenses if necessary, which must be worn by the employee when required by the Employer.
- 18.3 The employee shall receive a reimbursement of up to \$200 annually for work boots and work-related clothing upon submission of an invoice to, and approval of, the employer.

Only approved work boots are eligible for the reimbursement; other footwear, such as tennis shoes, are not eligible. Unused reimbursement shall roll over each year of the contract but shall be lost if not used prior to expiration of each contract.

- 18.4 Cell Phone Stipend: The County will reimburse employees \$20 per month for the access and usage of the employee's personal cell phone for County purposes.
- 18.5 During the term of this agreement, Eligible Employees who are assigned by the Highway Shop Supervisor to perform duties listed in the Chief Mechanic job description shall be granted a pay differential of \$2.00 per hour while performing said assigned out-of-class Chief Mechanic work.

ARTICLE XIX. INSURANCES

- 19.1 Establishment of VEBA: Effective January 1, 2004, the COUNTY shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The COUNTY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

- 19.2 Benefits provided through the VEBA. The COUNTY shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement for Active Employees.

- 19.3 Payment of Fees. The COUNTY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

- 19.4 COUNTY Contributions to the Health Reimbursement Arrangement for Active Employees:

- A. Contributions to the Active Employees' Plan: COUNTY will make a per pay period contribution (maximum of 24 pay periods) to individual accounts under the Health Reimbursement Arrangement for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule:

For Employees selecting the \$2600/\$5200 100% VEBA Plan:

\$110.00 (per month) for each qualified employee who elects single coverage under the group health plan described in 19.4B; and

\$254.76 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B.

\$224.50 (per month) for each eligible employee who elects family coverage under the group health plan described in 19.4B, and who is married to another eligible employee, provided the other spouse receives no contribution to an individual account.

For Employees selecting the \$3,500/\$7,000 100% VEBA/HSA Plan:

\$126.00 (per month) for each qualified employee who elects single coverage under the group health plan described in 19.4B; and

\$263.50 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B.

\$233.50 (per month) for each eligible employee who elects family coverage under the group health plan described in 19.4B, and who is married to another eligible employee, provided the other spouse receives no contribution to an individual account.

For Employees selecting the \$5000/\$10,000 100% VEBA/HSA Plan:

\$133.50 (per month) for each qualified employee who elects single coverage under the group health plan described in 19.4B in 2023; \$153.50 (per month) for each qualified employee who elects single coverage under the group health plan described in 19.4B in 2024 and 2025; and

\$279.20 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B in 2023; \$299.20 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B in 2024 and 2025; and

\$247.40 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B and who is married to another eligible employee, provided the other spouse receives no contribution to an individual account, in 2023; \$267.40 (per month) for each qualified employee who elects family coverage under the group health plan described in 19.4B and who is married to another eligible employee, provided the other spouse receives no contribution to an individual account, in 2024 and 2025.

B. High Deductible Group Health Plan: COUNTY shall make available group health plans as described in the summary attached hereto.

For 2023, Employees selecting the \$2,600/\$5,200 100% VEBA Plan:

With respect to qualifying employees who are members of this Collective Bargaining Agreement, COUNTY shall contribute an amount not to exceed \$579.96 towards the monthly premium cost for single group health coverage, and \$1,588.02 towards the monthly premium cost for family group health coverage.

For qualifying employees who are married to another qualifying employee and who select family coverage, one spouse shall receive an amount not to exceed \$1,813.92 towards the monthly premium cost for family group health coverage, and the other spouse shall receive no contribution towards group health coverage. Otherwise, each spouse may select single coverage and each shall receive the same contribution as other employees selecting single coverage.

For 2023, Employees selecting the \$3,500/\$7,000 100% VEBA/HSA Plan:

With respect to qualifying employees who are members of this Collective Bargaining Agreement, COUNTY shall contribute an amount not to exceed \$581.46 towards the monthly premium cost for single group health coverage, and \$1,635.78 towards the monthly premium cost for family group health coverage.

For qualifying employees who are married to another qualifying employee and who select family coverage, one spouse shall receive an amount not to exceed \$1,861.42 towards the monthly premium cost for family group health coverage, and the other spouse shall receive no contribution towards group health coverage. Otherwise, each spouse may select single coverage and each shall receive the same contribution as other employees selecting single coverage.

For Employees selecting the \$5000/\$10,000 100% VEBA/HSA Plan:

With respect to qualifying employees who are members of this Collective Bargaining Agreement, COUNTY shall contribute an amount not to exceed ninety-five (95) percent towards the monthly premium cost for single group health coverage, and ninety (90) percent towards the monthly premium cost for family group health coverage.

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

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

D. For 2024 and 2025, the County agrees to split any increase or decrease to premium on a 50/50 basis for employees selecting the \$2,600/\$5,200 100% VEBA Plan or the \$3,500/\$7,000 100% VEBA/HSA Plan

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

19.5 Medical/hospitalization coverage will commence the 1st day of the month after employment commences. Full-time regular and part-time regular employees averaging

over 29 hours per week will be eligible to participate in the County's insurance program. All seasonal, temporary and intermittent employees, and regular part-time employees who average less than twenty-nine (29) hours per week will not qualify for insurance coverage.

19.6 Establishment of HSA: Employer shall make a Health Savings Account ("HSA") arrangement available subject to the terms of this agreement for eligible employees who are members of the Collective Bargaining Agreement ("Employees").

19.7 Eligibility: Employees may be eligible to establish and contribute to an HSA under this arrangement if they meet the following requirements:

A. The Employee must be eligible for and enrolled in a high deductible health plan ("HDHP") established by Employer and described in Section 223 of the Internal Revenue Code ("Code").

B. The Employee may not be enrolled in or be covered by any health plan that is not a high deductible health plan ("Disqualifying Coverage"). For this purpose, Disqualifying Coverage includes coverage under (1) a general-purpose health flexible spending arrangement (a "health FSA") that is part of a cafeteria plan under Section 125 of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an "HRA"), including coverage through the Minnesota Service Cooperative VEBA Plan (the "VEBA"), whether offered through the Employer or through the employer of a spouse or dependent, and (4) coverage under Medicare, Medicaid, or TRICARE,

C. The Employee may not be claimed as a dependent by another taxpayer (other than his or her spouse) on the taxpayer's individual income tax return.

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

19.8 High Deductible Health Plan: Employer shall make a HDHP plan available to eligible Employees effective January 1, 2013 (the "Effective Date"). The HDHP is described in summary and available on the Intranet or by request from the Service Cooperative. Employees that are not eligible for and enrolled in the HDHP are not eligible to participate in the HSA arrangement.

Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation, and will increase on annual basis under a predetermined formula.

19.9 Health Savings Accounts: Employer shall designate a custodian to receive contributions to health savings accounts ("HSAs"), as defined in Section 223 of the Code. Eligible Employees who enroll in the HDHP, and who are otherwise eligible to contribute to an

HSA (“HSA-Eligible Employees”), may contribute and receive employer contributions to an HSA through the Employer’s cafeteria plan under Section 125 of the Code. The Employer is only required to make or forward contributions to the HSA custodian it designates. Information on the HSA custodian is available on the Intranet or by request from the Service Cooperative.

The decision to establish an HSA with the custodian selected by Employer is completely voluntary. Employer may not: (i) limit the ability of Employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an Employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the Effective Date are eligible for reimbursement), Employer may establish and contribute to HSAs as of the Effective Date for all HSA-Eligible Employees. Employees agree to complete, sign, and return an enrollment application and HSA custodial agreement. Employer makes no representation as to the date that an HSA will be treated as established by the IRS, and recommends that Employees complete, sign, and return an enrollment application on or before the Effective Date.

The Employer is entitled to rely on any statement by Employees that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that that the Employee is not eligible to contribute to an HSA.

The contribution will be made on a per pay period basis (maximum of 24 pay periods) over the HDHP plan year.

If HSA-Eligible Employee enters the HDHP as a participant on a date after the first day of the HDHP plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry.

All contributions to an individual’s HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason. Employer is not responsible for monitoring when and whether an Employee becomes ineligible for this purpose.

19.10 Payment of Administrative Fee: Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid: from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

19.11 Coordination with other Coverage:

General Rule: No contributions will be made to HSAs of Employees who have other coverage through the Employer that is Disqualifying Coverage.

Coordination with VEBA: If an Employee is a current or former participant in the Minnesota Service Cooperative VEBA Plan (the “VEBA”), and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the VEBA plan year, the Employee shall elect a coverage option under the VEBA that limits payment or reimbursement from the VEBA to vision care, dental care, preventive care (as defined in Code section 223(c)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in Code Section 223(c), as applicable, and as adjusted for changes in cost-of-living under Code Section 223(g) (“Limited Purpose Coverage”).

Coordination with Health FSA: If an Employee participates in a health FSA of the Employer, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the Employee shall decline coverage under the health FSA for the plan year, or shall elect Limited Purpose Coverage under the health FSA for that year.

ARTICLE XX. ESTABLISHMENT OF VEBA WITH POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

- 20.1 Establishment of VEBA: Effective January 1, 2004, the COUNTY shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The COUNTY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
- 20.2 Benefits provided through the VEBA. Effective January 1, 2005, the COUNTY shall provide the following welfare benefit arrangement through the VEBA Plan:
The Postretirement Health Care Savings Arrangement
- 20.3 Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees, if any, shall be paid by the COUNTY. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 20.4 Employer Contributions to the Postretirement Health Care Savings Arrangement
- A. Unused Sick Leave. Within sixty (60) days of the effective date of retirement, or if later, upon the adoption date of the VEBA Plan, the COUNTY shall apply an eligible, permanent employee’s Unused Sick Leave balance, as payable to qualifying employees under Article IX, Section 9.5 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Postretirement Health Care Savings

Arrangement. In addition, the COUNTY will match 8.65% of the total due and deposit that amount into the VEBA account. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

- B. Unused Paid Vacation. Within sixty (60) days of the effective date of retirement, or if later, upon the adoption date of the VEBA Plan, the COUNTY shall apply an eligible, permanent employee's Unused Paid Vacation balance, as payable to qualifying employees under Article VII, Section 7.5 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Postretirement Health Care Savings Arrangement. In addition, the Employer will match 8.65% of the total due and deposit that amount into the VEBA account. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

ARTICLE XXII. SUB-CONTRACTING

- 22.1 Union recognizes that nothing in this Agreement shall prohibit or restrict the right of the Employer to contract or subcontract work performed by employees covered by this Agreement.
- 22.2 The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of the Jackson County Highway Maintenance Department employees.
- 22.3 The Employer agrees it will not lay off any employees because of the exercise of its contracting or subcontracting rights.

ARTICLE XXIII. CONTRACT DOCUMENTS AND WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are, hereby, superseded and this Agreement shall represent the complete agreement between the Union and the Employer.
- 23.2 The parties mutually acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each, voluntarily and unqualifiedly, waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE XXIV. SAVINGS CLAUSE

- 24.1 In the event that any provision, phrase, or clause of this Agreement shall at any time be declared invalid by any Court of jurisdiction, the decision shall not invalidate the entire

Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XXV. TERMINATION AND MODIFICATION

25.1 This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2025, regardless of the dates of the signatures herein.

25.1.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to termination date, give written notice of termination. If neither party gives written notice of termination as provided in this paragraph, or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from month to month thereafter, subject to notice by either party on sixty (60) days written notice prior to the current year’s termination date.

25.1.2 This contract may be amended, modified, or otherwise changed by mutual agreement of the parties, in writing, attached hereto as if originally set forth in this Agreement.

IN WITNESS WHEREOF, the parties have set their hands:

Date Signed _____

LOCAL NUMBER 925

COUNTY OF JACKSON

Local President

Board Chairperson

Representative

County Administrator

Attachment A

2023 Salary Rates - General Wage Increase 3.00%

Effective 1/1/2023

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
10	Heavy Equipment Operator	\$20.93	\$21.63	\$22.33	\$23.03	\$23.72	\$24.42	\$25.12	\$25.82	\$26.51	\$27.21	\$27.89	\$28.59
11	Sign Technician	\$22.29	\$23.04	\$23.78	\$24.52	\$25.27	\$26.01	\$26.75	\$27.50	\$28.24	\$28.98	\$29.71	\$30.45
12	Chief Mechanic Drainage Crew Chief Maintenance Crew Chief	\$23.74	\$24.53	\$25.33	\$26.12	\$26.91	\$27.70	\$28.49	\$29.28	\$30.08	\$30.87	\$31.64	\$32.42

2024 Salary Rates - General Wage Increase 3.00%

Effective 1/1/2024

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
10	Heavy Equipment Operator	\$21.56	\$22.28	\$23.00	\$23.72	\$24.43	\$25.15	\$25.88	\$26.60	\$27.31	\$28.03	\$28.73	\$29.45
11	Sign Technician	\$22.96	\$23.73	\$24.50	\$25.26	\$26.02	\$26.79	\$27.55	\$28.33	\$29.09	\$29.85	\$30.60	\$31.36
12	Chief Mechanic Drainage Crew Chief Maintenance Crew Chief	\$24.45	\$25.27	\$26.09	\$26.90	\$27.72	\$28.53	\$29.34	\$30.16	\$30.98	\$31.80	\$32.59	\$33.40

2025 Salary Rates - General Wage Increase 3.00%

Effective 1/1/2025

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
10	Heavy Equipment Operator	\$22.20	\$22.95	\$23.69	\$24.43	\$25.17	\$25.91	\$26.65	\$27.39	\$28.13	\$28.87	\$29.59	\$30.33
11	Sign Technician	\$23.65	\$24.44	\$25.23	\$26.02	\$26.80	\$27.59	\$28.38	\$29.18	\$29.96	\$30.75	\$31.51	\$32.30
12	Chief Mechanic Drainage Crew Chief Maintenance Crew Chief	\$25.19	\$26.03	\$26.87	\$27.71	\$28.55	\$29.38	\$30.22	\$31.07	\$31.91	\$32.75	\$33.57	\$34.40

All employees will receive a formal, written performance appraisal on an annual basis. Such appraisals shall be subject to the grievance procedure however will not be considered for arbitration. Performance salary adjustments (“steps”) will be awarded by supervisors to employees who achieve a satisfactory performance appraisal. Performance salary adjustments will be awarded January 1.

New employees

Employees who are newly hired, or re-hired, to a position may receive a performance salary adjustment, based upon a satisfactory performance appraisal, as follows:

Employees hired January 1 through June 30– eligible for a performance salary adjustment on the regular schedule (January 1). A performance appraisal shall be completed at the completion of the employee’s probationary period (six months) but no performance salary adjustment will be awarded until January 1.

Employees hired July 1 through December 31 – these employees will not be eligible for a performance salary adjustment until six months after their date of hire. They will, however, be eligible for any cost of living adjustment granted by the County Board during their probationary period. A performance appraisal shall be completed at the completion of the employee’s probationary period (six months).

Note: If the end of probationary period performance appraisal is dated within 60 days of the annual performance evaluation, then a second performance appraisal is not necessary.

The employee would be eligible for a performance salary adjustment after completion of the probationary period performance appraisal (if they achieved the minimum standard required for a performance salary adjustment), but no sooner than January 1. The employee will then fall into the normal schedule for performance salary adjustments on the next round of performance evaluations.



Drainage Authority Request for Action
Agenda Item No. 2.1.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: 1 minutes

Department: Auditor/Treasurer

Presenter: Kelly Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of March 7, 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

**PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA
March 7, 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 March 7, 2023.

Jackson County Drainage Authority Present

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

Others Present

County Attorney Kristie Meyeraan, Drainage Coordinator Kelly Rasche, County Administrator Ryan Krosch

CALL TO ORDER

Drainage Authority Board Chair Phil Nasby called the meeting order at 9:50 a.m.

1.1 **Motion was made by Commissioner McClure and seconded by Commissioner Pohlman** to adopt the agenda, with the correction of Precision Farm Drainage as Pay Request JD 42. 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 21st, 2023 Drainage Authority Regular Meeting Minutes
- 2.2. **Board Action** – Precision Farm Drainage Pay Request JD 42 Bid Package 2 #1

REGULAR AGENDA

3.1 **Board Action** –Orders to initiate proceedings for outlet request for Judicial Ditch 2. Motion by Commissioner Eigenberg with a second by Commissioner McClure to adopt the Findings and Order to set the date for the Judicial Ditch 2 Outlet hearing for April 4, 2023 at 10:30 a.m. in the Commissioner’s Boardroom and appoint Ron Ringquist as viewer and ISG as engineers. Commissioners in favor: Eigenberg, Pohlman, McClure, Nasby. Commissioner Wachal absent. Motion carried.

ADJOURN

Chair Nasby adjourned the meeting at 10:00 a.m.

Approved this ___ day of _____ 2023

JACKSON COUNTY DRAINAGE AUTHORITY

Phil Nasby, Board Chair

ATTEST: _____

Kevin Nordquist, Auditor/Treasurer



Drainage Authority Request for Action
Agenda Item No. 2.2.

Requested Board Date: 3/21/2023

Agenda Type: Consent

Estimated Time: 1 minute

Department: Auditor/Treasurer

Presenter: Kelly Rasche

Recommendation: Approve

Item: JD 42 Pay Request of Precision Farm Drainage Bid Package 2 #1

Drainage Authority Action Request:

Approve pay request #1 of Precision Farm Drainage for Judicial Ditch 42 Improvement Project in the amount of \$27,120.60.

Background & Comments:

Precision Farm Drainage holds the contract for Judicial Ditch 42 Bid Package 2 in the amount of \$1,176,998.35. This payment amount is a portion of the mobilization line item of the bid and will be used by the contractor to cover bonding expenses.

Attachments: Pay Request

Fiscal Impact: Funds will be taken from the JD 42 drainage 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

Jackson County Drainage Authority



Completed Bid Items

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
01.2113.1000.01	MOBILIZATION	LS	1.00	\$ 47,000.00	\$ 47,000.00	0.61	\$ 28,548.00	0.61	\$ 28,548.00	0.39	\$ 18,452.00	\$ -
31.2500.1000.03	INSTALL INLET PROTECTION	EA	16.00	\$ 25.00	\$ 400.00	0.00	\$ -	0.00	\$ -	16.00	\$ 400.00	\$ -
32.9219.1000.04	SEED MIX 25-142 W/MODOT EROSION CONTROL BLANKET CATEGORY 3	SY	1,458.00	\$ 3.25	\$ 4,738.50	0.00	\$ -	0.00	\$ -	1,458.00	\$ 4,738.50	\$ -
33.0513.1000.02	FURNISH & INSTALL WATER QUALITY INLET	EA	8.00	\$ 1,725.75	\$ 13,806.00	0.00	\$ -	0.00	\$ -	8.00	\$ 13,806.00	\$ -
33.0513.1000.02	CAP DROP INTAKE (18-INCH)	EA	13.00	\$ 750.00	\$ 9,750.00	0.00	\$ -	0.00	\$ -	13.00	\$ 9,750.00	\$ -
33.0513.1000.02	INSTALL DROP INTAKE (18-INCH)	EA	19.00	\$ 1,476.34	\$ 28,088.46	0.00	\$ -	0.00	\$ -	19.00	\$ 28,088.46	\$ -
33.0513.1000.02	INSTALL DROP INTAKE (24-INCH)	EA	5.00	\$ 3,257.68	\$ 16,289.40	0.00	\$ -	0.00	\$ -	5.00	\$ 16,289.40	\$ -
33.0523.1000.03	BORE 24-INCH TILE	LF	110.00	\$ 503.00	\$ 55,330.00	0.00	\$ -	0.00	\$ -	110.00	\$ 55,330.00	\$ -
33.0523.1000.03	SAND OR CLSM FILL PIPE UNDER ROAD (18-INCH)	LF	180.00	\$ 17.00	\$ 3,060.00	0.00	\$ -	0.00	\$ -	180.00	\$ 3,060.00	\$ -
33.4510.1000.02	CONNECT EXISTING 30-INCH TILE	EA	2.00	\$ 3,684.27	\$ 7,368.54	0.00	\$ -	0.00	\$ -	2.00	\$ 7,368.54	\$ -
33.4510.1000.02	CONNECT EXISTING 24-INCH TILE	EA	2.00	\$ 2,751.14	\$ 5,502.28	0.00	\$ -	0.00	\$ -	2.00	\$ 5,502.28	\$ -
33.4510.1000.02	CONNECT EXISTING 18-INCH TILE	EA	3.00	\$ 1,865.15	\$ 5,595.45	0.00	\$ -	0.00	\$ -	3.00	\$ 5,595.45	\$ -
33.4510.1000.02	CONNECT EXISTING 15-INCH TILE	EA	7.00	\$ 1,094.25	\$ 7,659.75	0.00	\$ -	0.00	\$ -	7.00	\$ 7,659.75	\$ -
33.4510.1000.02	CONNECT EXISTING 12-INCH TILE	EA	6.00	\$ 872.87	\$ 5,237.22	0.00	\$ -	0.00	\$ -	6.00	\$ 5,237.22	\$ -
33.4510.1000.02	CONNECT EXISTING 10-INCH TILE	EA	6.00	\$ 801.85	\$ 4,811.10	0.00	\$ -	0.00	\$ -	6.00	\$ 4,811.10	\$ -
33.4510.1000.02	CONNECT EXISTING 8-INCH TILE	EA	15.00	\$ 485.00	\$ 7,275.00	0.00	\$ -	0.00	\$ -	15.00	\$ 7,275.00	\$ -
33.4510.1000.02	CONNECT EXISTING 6-INCH TILE	EA	25.00	\$ 451.00	\$ 11,275.00	0.00	\$ -	0.00	\$ -	25.00	\$ 11,275.00	\$ -
33.4510.1000.02	CONNECT EXISTING 4-INCH TILE	EA	30.00	\$ 415.00	\$ 12,450.00	0.00	\$ -	0.00	\$ -	30.00	\$ 12,450.00	\$ -
33.4510.1000.02	24-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	2.00	\$ 3,517.27	\$ 7,034.54	0.00	\$ -	0.00	\$ -	2.00	\$ 7,034.54	\$ -
33.4510.1000.02	18-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	5.00	\$ 2,111.78	\$ 10,558.90	0.00	\$ -	0.00	\$ -	5.00	\$ 10,558.90	\$ -
33.4510.1000.02	15-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	3.00	\$ 1,717.85	\$ 5,153.55	0.00	\$ -	0.00	\$ -	3.00	\$ 5,153.55	\$ -
33.4510.1000.02	12-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	2.00	\$ 1,487.25	\$ 2,974.50	0.00	\$ -	0.00	\$ -	2.00	\$ 2,974.50	\$ -
33.4510.1000.02	10-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	1.00	\$ 1,380.57	\$ 1,380.57	0.00	\$ -	0.00	\$ -	1.00	\$ 1,380.57	\$ -
33.4510.1000.03	48-INCH AGRICULTURAL TILE	LF	1,231.00	\$ 84.89	\$ 104,499.59	0.00	\$ -	0.00	\$ -	1,231.00	\$ 104,499.59	\$ -
33.4510.1000.03	36-INCH AGRICULTURAL TILE	LF	1,140.00	\$ 63.46	\$ 72,344.40	0.00	\$ -	0.00	\$ -	1,140.00	\$ 72,344.40	\$ -
33.4510.1000.03	30-INCH AGRICULTURAL TILE	LF	215.00	\$ 64.40	\$ 13,845.00	0.00	\$ -	0.00	\$ -	215.00	\$ 13,845.00	\$ -
33.4510.1000.03	24-INCH AGRICULTURAL TILE	LF	4,190.00	\$ 51.79	\$ 217,000.10	0.00	\$ -	0.00	\$ -	4,190.00	\$ 217,000.10	\$ -
33.4510.1000.03	18-INCH AGRICULTURAL TILE	LF	6,711.00	\$ 39.61	\$ 265,822.71	0.00	\$ -	0.00	\$ -	6,711.00	\$ 265,822.71	\$ -
33.4510.1000.03	15-INCH AGRICULTURAL TILE	LF	4,740.00	\$ 38.84	\$ 184,101.60	0.00	\$ -	0.00	\$ -	4,740.00	\$ 184,101.60	\$ -
33.4510.1000.03	12-INCH AGRICULTURAL TILE	LF	5,490.00	\$ 30.84	\$ 169,311.60	0.00	\$ -	0.00	\$ -	5,490.00	\$ 169,311.60	\$ -
33.4510.1000.03	10-INCH AGRICULTURAL TILE	LF	85.00	\$ 29.14	\$ 2,485.78	0.00	\$ -	0.00	\$ -	85.00	\$ 2,485.78	\$ -
33.4510.1000.03	8-INCH AGRICULTURAL TILE	LF	345.00	\$ 16.45	\$ 5,675.25	0.00	\$ -	0.00	\$ -	345.00	\$ 5,675.25	\$ -
33.4510.1000.03	INSTALL 8-INCH PERFORATED TILE	LF	100.00	\$ 27.00	\$ 2,700.00	0.00	\$ -	0.00	\$ -	100.00	\$ 2,700.00	\$ -
33.4510.1000.03	REMOVE FENCE	LF	3.00	\$ 300.00	\$ 900.00	0.00	\$ -	0.00	\$ -	3.00	\$ 900.00	\$ -
33.4510.1000.07	GRANULAR PIPE FOUNDATION	CY	492.00	\$ 31.25	\$ 15,375.00	0.00	\$ -	0.00	\$ -	492.00	\$ 15,375.00	\$ -
33.4510.1000.10	TILE INVESTIGATION	HR	60.00	\$ 150.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	60.00	\$ 9,000.00	\$ -
34.0100.1000.02	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	3.00	\$ 2,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	3.00	\$ 6,000.00	\$ -
					\$ 1,176,999.95		\$ 28,548.00		\$ 28,548.00		\$ 1,148,451.95	\$ -



Drainage Authority Request for Action
Agenda Item No. 3.1.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Auditor/Treasurer

Presenter: Rasche, Baloun, Macek

Recommendation: Approve

Item: Resolution 2023-01 Redetermination of Benefits Policy

Drainage Authority Action Request:

Consideration of resolution to establish a policy addressing sliver parcels of less than one acre in Redetermination of Benefits Reports

Background & Comments:

Quarter/Quarters in parcels that have less than one acre benefited can cause issues for staff in the tax system and for future splits. This policy directs the viewers to do an extra review of these very small benefits assessment of parcels to verify they are in the correct quarter/quarter or if they can be combined with another quarter/quarter or if they should be removed from the report.

This policy also establishes an additional early in the process meeting to try and address parcel issues on the outer borders of the drainage system before the redetermination happens or is adopted. Early communication with landowners asking for private tile maps which help with the redetermination process.

Attachments: _____

Fiscal Impact: _____

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

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

STATE OF MINNESOTA
COUNTY OF JACKSON

JACKSON COUNTY BOARD OF COMMISSIONERS SITTING AS
THE DRAINAGE AUTHORITY FOR JACKSON COUNTY

RESOLUTION #2023-01

WHEREAS, the Jackson County Drainage Authority has worked to get all drainage systems in the county updated Redetermination of Benefits, and

WHEREAS, this authority wishes to get the best information possible for the landowners and staff to utilize in the future; and

NOW, THEREFORE, BE IT RESOLVED that the Jackson County Drainage Authority establishes the following guidelines for the Redetermination of Benefits process:

1. A landowner informational meeting shall be held with all landowners before the Redetermination of Benefits process begins. This meeting shall focus on the process of the Redetermination of Benefits and work to get landowners on the outer edges of the drainage system to share information about their property and private drainage tile these properties may have.
2. The Redetermination of Benefits report shall be reviewed for parcels with benefit of less than one acre. Less than one-acre parcels shall be further reviewed for accuracy of size, location and benefits and reviewed for consolidation with an adjacent parcel.

Duly Passed and Adopted this ___ day of ___, 2023.

Jackson County Drainage Authority

Phil Nasby, Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer



Drainage Authority Request for Action
Agenda Item No. 3.2.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 5 minutes

Department: Auditor/Treasurer

Presenter: Kelly Rasche

Recommendation: Approve

Item: Judicial Ditch 62 Findings and Order Initiating the Redetermination of Benefits

Drainage Authority Action Request:

Consider Findings and Orders to initiate the Redetermination of Benefits and appoint viewers for Judicial Ditch 62

Background & Comments:

H2Over Viewers are currently completing the Redetermination of Benefits for drainage systems Judicial Ditch 32, 60, 68 and 71. It was recently noticed that Judicial Ditch 62 abuts the JD 32 and JD 71 systems and is in need of Redetermination. Staff recommends JD 62 be added to the 2023 systems currently in process of redetermination with H2Over Viewers. H2Over Viewers have agreed to complete the ROB process and honor the cost set per acre when the contract was established at \$3.85 per acre, set in 2021.

Attachments: JD 62 Findings and Order and H2Over Viewers amended contract

Fiscal Impact: _____

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

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

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 62

In the Matter of:

**the Redetermination of Benefits of
Jackson County
Judicial Ditch 62**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 62, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 62.
2. Judicial Ditch 62 was established in 1917. Benefits for Judicial Ditch 62 were determined concurrent with establishment in 1917, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The 1917 benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1917 establishment of Judicial Ditch 62, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 62.
5. Since the 1917 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 62 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 62, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 62.
- B. That Bryan Murphy, Larry Murphy and Scott Henderson with Robert Conely and Ken DeGierr as alternates of H2Over Viewer, LLC are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 62.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
JACKSON COUNTY DITCH 62, MINNESOTA**

This Viewing Professional Services Contract (this “**Agreement**”) is made effective March 21, 2023 (the “**Effective Date**”), by and between **H2Over Viewers, LLC**, a Minnesota limited liability company (the “**Company**”), and the Drainage Authority of Jackson County for County Ditch 62 (the “**Drainage Authority**”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 62 (the “**Drainage System**”).

RECITALS

- A.** Viewers Bryan Murphy (“**Bryan**”), Ken DeGier (“**Ken**”) and Larry Murphy (“**Larry**”) (collectively, the “**Viewers**”) along with Robert Conely (“**Robert**”) and Scott Henderson (“**Scott**”) as alternative Viewers, were appointed by the Drainage Authority on March 21, 2023.
- B.** The Viewers operate and coordinate their administrative functions, through the Company.
- C.** The Company’s proposal contained a per-acre cost estimate for the Redetermination of Benefits of \$3.85 per acre (the “**Per Acre Rate**”) evaluated or otherwise determined to be benefited or damaged.
- D.** The Drainage Authority has funds available to purchase the services contemplated by this Agreement (collectively the “**Services**”).
- E.** The Drainage Authority desires to purchase the Services of the Viewers and the Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System (the “**Redetermination of Benefits**”).

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- 1. VIEWING SERVICES.** The Company agrees to cause the Viewers to furnish the following Services commencing on or about March 21, 2023:
 - a. General Viewing Services.** Pursuant to this Agreement’s terms and conditions, the Viewers, individually and as a part of the viewing team, will provide professional services in connection with the development of the viewing procedures for the Redetermination of Benefits within the Drainage System’s watershed, professional analysis, meeting facilitation and report preparation as

follows (the following collectively hereinafter referred to as the “**General Viewing Services**”):

- i. *First Meeting of Viewers*: Attend and participate in the first meeting of the Viewers. Take Viewer’s oath and make initial coordination with Drainage Authority staff and/or engineer.
- ii. *Review Historical Drainage System Information*: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
- iii. *Coordination Meeting with Drainage Authority Staff*: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
- iv. *Conduct Office and Field Investigations and Viewing*: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
- v. *Prepare and Deliver Viewers’ Report*: Following the standards of Minnesota Statutes Section 103E.321; prepare and deliver to the Drainage Authority, a viewer’s report, consisting of the following (the following collectively hereinafter referred to as the “**Viewer’s Report**”):
 1. A Benefits and Damages Statement outlining the Viewers’ basis and findings, provided to the Drainage Authority in MS Word or PDF form;
 2. A tabular report called “Exhibit A” listing out every parcel according to Minn. Stat. Section 103E, provided in PDF form (MS Excel format if needed), which the Company may import into the Drainage Authority’s tax system for no additional charge; and
 3. A GIS derived image of the entire Drainage System and the classifications therein, provided in JPEG format.

- vi. Prepare Benefited Area Map: Prepare a map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.
- vii. Preparation of Owners' Report. Prepare owners' reports consistent with requirements of Minnesota Statutes Section 103E.323.
- viii. Landowners' Meeting. At least one of the Viewers shall attend and participate in a Landowners' Meeting (as hereinafter defined). A "**Landowners' Meeting**" shall mean one virtual informational group meeting with at least one of the Viewers and the landowners to provide an overview of the viewing process and value determinations and at which the Viewer(s) virtually attending address individual questions from landowners in attendance immediately following the meeting presentation. Additional revisions may be made to the Viewer's Report after the Landowners' Meeting, but prior to the Final Hearing, to address changes brought forward during the Landowners' Meeting.
- ix. Final Hearing. The Viewers shall attend and present, determination of benefits and damages to the Drainage Authority and the public; explain viewing methodology and basis of benefit and damage determinations; answer questions of the Drainage Authority and public regarding specific determinations, to the best of the Viewers' ability; and schedule reviewing as necessary to validate determinations (collectively the "**Final Hearing**").

- b. **General Viewing Services Charge**. The Drainage Authority shall pay the Company for the Viewers' performance of the General Viewing Services an amount based upon the Per Acre Rate multiplied by all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged (the "**Per Acre Charge**").
- c. **Surcharges**. The following additional charges shall apply to the total amounts due to the Company under this Agreement from the Drainage Authority:
 - i. Minimum Per Acre Charge. The Per Acre Charge assumes that all acres evaluated by the Viewers or otherwise determined to be benefitted or damaged shall total at least 3,500 acres. In the event the actual acreage evaluated by the Viewers or otherwise determined to be benefitted or damaged is less than 3,500 acres, a flat fee of \$13,475 (the "**Minimum Per Acre Charge**").
 - ii. Authorized Discharge Facilities. In the event the Viewers' duties include the determination of benefits and fees for authorized municipal stormwater, municipal wastewater or commercial or industrial discharges

(each hereinafter defined as an “**Authorized Discharge Facility**”), an additional charge of \$1,500.00 per Authorized Discharge Facility.

- iii. *Lakes and Large Ponds*. In the event the Drainage System includes a lake or a large pond, requiring additional data requests from the Company’s engineering team, an additional charge of \$2,500.00.
- iv. *Out-Letting Systems*. An additional charge of 50% of the Per Acre Rate multiplied by all acres evaluated by the Viewers or otherwise determined to be benefited or damaged by the Redetermination of Benefits, if a contributing drainage system uses the Drainage System. For example, if there is a \$4.00 Per Acre Charge, an additional \$2.00 per acre will be charged for all acres evaluated by the Viewers or otherwise determined to be benefited or damaged.

2. **PAYMENT**. The Drainage Authority shall pay to the Company all fees, surcharges and other amounts provided for above as follows:

a. **Payment Requests**. The Company shall submit pay requests monthly. The Drainage Authority shall make payment directly to the Company within thirty-five (35) days after the Drainage Authority’s receipt of a pay request for the Viewers’ Services performed and expenses incurred, in the manner provided by law for payment of claims against the Drainage Authority.

b. **Proration of Per Acre Charge and Out-Letting System Charge**.

- i. *Monthly Amounts*. Because the actual acreage evaluated or otherwise determined to be benefitted or damaged is not definite until completion of the Redetermination of Benefits, monthly amounts due and owing to the Company for the Per Acre Charge, as well as the Out-Letting Systems charge, shall be calculated and paid based upon ninety percent (90%) of the total estimated acreage to be evaluated or otherwise determined to be benefited or damaged, as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company.
- ii. *True-Up Payment*. No later than thirty-five (35) days after the Company’s submission of its Viewer’s Report to the Drainage Authority, the Drainage Authority shall pay for any remaining amounts due and owing for the Per Acre Charge and the Out-Letting System Charge, based upon the actual final acreage evaluated and otherwise determined to be benefitted or damaged. These amounts shall be calculated by taking the Per Acre Charge and the Out-Letting System Charge and multiplying each by the actual acreage, and deducting from each respective charge, the amounts the Drainage Authority has already paid to the Company for each respective charge. To the extent the Drainage Authority has over-paid the

Company based upon the actual acreage, the Drainage Authority shall be entitled to a credit for such overpayment.

- c. Remaining Payments.** All other charges and expenses reflected within this Agreement not otherwise paid through monthly pay requests, shall be paid no later than thirty-five (35) days after the Company's submission of its Viewer's Report to the Drainage Authority. Notwithstanding the foregoing, in the event any charges reflected within this Agreement are incurred or the Services are performed after the Viewers' submission of the Viewer's Report, such charges shall be due within thirty-five (35) days after the Drainage Authority's receipt of a pay request for such charges and expenses.
- 3. ADDITIONAL SERVICES.** The Viewers may also furnish such additional services as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services, including, but not limited to, attending hearings, litigation or landowner meetings in-person as opposed to virtually, or revising reports to address issues raised at the Final Hearing (the "**Additional Services**"). The Viewers and the Company will provide an estimate of costs and fees for any Additional Services to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing such Additional Services.
- 4. IMPROVEMENTS.** The Services provided under this Agreement are limited to Services for the Redetermination of Benefits. In the event the Drainage Authority requests the Company to perform viewing services for improvements to the Drainage System, including, but not limited to tiling, enlarging, extending, straightening, or deepening of the Drainage System or at the outlet of the Drainage System, construction of ditches to reline or replace tile and construction of tile to replace a ditch, such viewing services are not included as part of the Services provided under this Agreement and the Company and the Drainage Authority shall enter into a separate agreement for such viewing services related to the improvements.
- 5. TERM AND TERMINATION.**

 - a. Term.** Unless earlier terminated, this Agreement and the Services shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers' Report and statements of benefits and damages, are adopted by the Drainage Authority.
 - b. Termination.** The Company or Drainage Authority may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Drainage Authority shall promptly compensate the Company for work performed and expenses incurred under this Agreement

through the date of termination based on the amounts provided for under this Agreement.

6. ADMINISTRATION OF SERVICES

- a. **Company Coordination.** Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the Services. However, the individual Viewers are a member of a three-viewer team and their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. **Viewing Process.** Viewers will ensure a unity and consistency of effort in the viewing process. Viewers will provide a consensus recommendation to the Drainage Authority in the proceedings.
- c. **Alternate Viewers.** In the event the Company, in its discretion determines that any of the Viewers are no longer able to provide the Services, or, if the Company otherwise deems it necessary, in its discretion, to have Robert or Scott serve in place of any of the Viewers, the Company may utilize Robert or Scott as a Viewer in place of any of the other Viewers, and the Drainage Authority authorizes appointment of Robert or Scott as a Viewer in place of any of the other Viewers, who upon the Company's notification to the Drainage Authority, shall serve as and will be considered a "Viewer", with all rights, responsibilities and obligations of a "Viewer" under this Agreement's terms and conditions, as well as those provided for under Minnesota Statutes Chapter 103E.
- d. **Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the Drainage Authority and its staff shall occur through the lead Viewer, who shall be Scott Henderson.

7. INSURANCE

- a. **Required Insurance.** The Company agrees that in order to protect itself as well as the Drainage Authority, the Company will at all times during this Agreement's term, keep in force the following insurance:
 - i. **Commercial General Liability.** In the amount of \$1,000,000 per occurrence; \$2,000,000 general aggregate; or such other liability amounts as established in Minnesota Statutes 466, as amended.

- ii. Professional Liability. In the amount of \$1,000,000 per claim and in the aggregate.
 - iii. Business Automobile Liability. In the amount of \$1,000,000 combined single limit coverage.
 - iv. Workers' Compensation Insurance. Workers' Compensation Insurance for all its employees in accordance with statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits of not less than \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury each accident.
 - v. Umbrella. An umbrella policy of insurance with limits of not less than \$1,000,000.
- b. **Insurance Policy Requirements**. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. **Insurance Certificates**. Prior to the Effective Date, and as a condition precedent to this Agreement, the Company will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

8. DATA PRACTICES

- a. **Work Product**. The Company and the Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by the Company or any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' Services, however, the Company may retain copies of such documents and materials for its own records and reporting and retention requirements.
- b. **Government Data Practices Act**. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

9. RECORDS-AVAILABILITY AND RETENTION

- a. **Inspection**. Pursuant to Minnesota Statute §16C.05, subd. 5, the Company agrees that the Drainage Authority, the State Auditor, the County Auditors for the

Drainage Authority or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Company and involve transactions relating to this Agreement.

- b. **Records Retention.** The Company agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

10. MISCELLANEOUS

- a. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. **Amendments.** Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

- c. **Legal Fees and Costs.** Should the Drainage Authority, the Viewers, or the Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorneys' fees and costs in such an action.

- d. **Subcontracting and Assignment.** The Company shall not enter into any subcontract for performance of any Services without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Company shall be responsible for the performance of all subcontractors.

- e. **Nondiscrimination.** During this Agreement's performance, the Company agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- f. **Compliance with Laws.** The Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

- g. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- h. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

The Company having signed this Agreement, the Drainage Authority of Jackson County for County Ditch 62 having duly approved this Agreement on the 21st day of March 2023, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

**Jackson Drainage Authority for Jackson
County Ditch 62**

By: _____
**Chair/President of the Jackson County
Drainage Authority**

H2Over Viewers, LLC

By: _____
**Bryan Murphy
President**



Drainage Authority Request for Action
Agenda Item No. 3.3.

Requested Board Date: 3/21/2023

Agenda Type: Regular

Estimated Time: 10 minutes

Department: Auditor/Treasurer

Presenter: Kelly Rasche

Recommendation: Approve

Item: Findings and Order Initiating the Redetermination of Benefits for multiple systems

Drainage Authority Action Request:

Consider Findings and Orders to initiate the Redetermination of Benefits and appoint viewers for Judicial Ditch 84, 28, 52, 25, 39 and County Ditch 10

Background & Comments:

Staff recommends the following ditches be redetermined in 2023 with the Ron Ringquist Viewers group:

Judicial Ditch 84 (has open ditch for buffer payment)

Judicial Ditch 28 (has open ditch for buffer payment)

Judicial Ditch 52

Judicial Ditch 25

Judicial Ditch 39

County Ditch 10

This group of ditches cover approximately 19,840 acres of Jackson County and are located mostly in Alba, Ewington, Rost and Sioux Valley Townships

Attachments: Findings and Orders for each drainage system

Fiscal Impact: _____

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

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

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 84

In the Matter of:

**the Redetermination of Benefits of
Jackson County
Judicial Ditch 84**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 84, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 84.
2. Judicial Ditch 84 was established in 1922. Benefits for Judicial Ditch 84 were determined concurrent with establishment in 1922, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1922 establishment of Judicial Ditch 84, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 84.
5. Since the 1922 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 84 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 84, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 84.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 84.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 28

In the Matter of:

**the Redetermination of Benefits of
Jackson County
Judicial Ditch 28**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 28, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 28.
2. Judicial Ditch 28 was established in 1915. Benefits for Judicial Ditch 28 were determined concurrent with establishment in 1915, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1915 establishment of Judicial Ditch 28, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 28.
5. Since the 1915 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 28 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 28, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 28.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 28.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 52

In the Matter of:

**the Redetermination of Benefits of
Jackson County
Judicial Ditch 52**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 52, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 52.
2. Judicial Ditch 52 was established in 1916. Benefits for Judicial Ditch 52 were determined concurrent with establishment in 1916, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1916 establishment of Judicial Ditch 52, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 52.
5. Since the 1916 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 52 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 52, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 52.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 52.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 25

In the Matter of:

**the Redetermination of Benefits of
Jackson County
Judicial Ditch 25**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 25, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 25.
2. Judicial Ditch 25 was established in 1920. Benefits for Judicial Ditch 25 were determined concurrent with establishment in 1920, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1920 establishment of Judicial Ditch 25, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 25.
5. Since the 1920 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 25 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 25, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 25.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 25.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
JUDICIAL DITCH 39

In the Matter of:

the Redetermination of Benefits of
Jackson County
Judicial Ditch 39

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for Judicial Ditch 39, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for Judicial Ditch 39.
2. Judicial Ditch 39 was established in 1966. Benefits for Judicial Ditch 39 were determined concurrent with establishment in 1966, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1966 establishment of Judicial Ditch 39, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of Judicial Ditch 39.
5. Since the 1966 determination of benefits and damages, land values have changed significantly within the benefitted area of Judicial Ditch 39 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for Judicial Ditch 39, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for Judicial Ditch 39.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for Judicial Ditch 39.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer

STATE OF MINNESOTA
Before the
JACKSON COUNTY COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
COUNTY DITCH 10

In the Matter of:

**the Redetermination of Benefits of
Jackson County
County Ditch 10**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION OF
BENEFITS AND APPOINTING VIEWERS**

The Jackson County Board of Commissioners, sitting as the drainage authority for County Ditch 10, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Jackson County Drainage Authority is the drainage authority for County Ditch 10.
2. County Ditch 10 was established in 1910. Benefits for County Ditch 10 were determined concurrent with establishment in 1910, prior to the initiation of modern, intensive farming and drainage practices within Jackson County.
3. The benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties prevailing at that time.
4. Since the 1910 establishment of County Ditch 10, the original determination of benefits and damages, land uses and drainage practices have changed resulting in the acceleration of and increase to the flow of water within the drainage system changing the nature and value of benefits accruing to lands from construction of County Ditch 10.
5. Since the 1910 determination of benefits and damages, land values have changed significantly within the benefitted area of County Ditch 10 and do not reflect reasonable present-day land values.
6. The Jackson County Drainage Authority finds that the conditions required for the initiation of a redetermination of benefits as set forth in Minn.Stat. § 103E.351, Subd. 1, exist and that a redetermination of benefits is therefore warranted.

Order:

Based on the foregoing Findings, the Board of the Jackson County Commissioners acting as the drainage authority for County Ditch 10, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for County Ditch 10.
- B. That Ron Ringquist, Dan Ruby, Tom Peterson and Gary Ewert as alternate are hereby appointed as viewers to redetermination and report the benefits and damages for County Ditch 10.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

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

Upon vote, the Board Chair declared the motion passed and the Findings and Order adopted.

Phil Nasby, Chair

Dated: _____

Attest:

Kevin Nordquist, Auditor/Treasurer