



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

Tuesday, March 3, 2026 9:00 A.M.

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

- 9:00 a.m. Call Board of Commissioners' Meeting to Order
- 1.1. Pledge of Allegiance
 - 1.2. Adoption of Agenda
- 9:01 a.m. Consent Agenda
- 2.1. Board Action – Approve February 17th, 2026 Board of Commissioner Regular Meeting Minutes
 - 2.2. Board Action – Approve Claims
 - 2.3. Board Action – Local Bridge (LBRP) Replacement Program Agreement & Resolution SAP 032-598-20
 - 2.4. Board Action – Janitorial Service Contract for Public Works
 - 2.5. Board Action – Gambling Application for Exempt Permit for Jackson Lions Club
 - 2.6. Board Action – 2025 County Feedlot Officer Annual Report
 - 2.7. Board Action – Renewal of Off Sale Liquor License expiring March 31, 2026
 - 2.8. Board Action – Jackson County Library Grant
 - 2.9. Board Action – AFSCME Council 65, Local 925-0 Labor Agreement
- 9:02 a.m. Public Works/Parks
- 3.1. Public Works Projects Update
- Unscheduled Committee and Board Reports
- Adjourn Commissioners' Meeting

Unscheduled

Call the Drainage Authority Meeting to Order

1.1. Adoption of Agenda

Consent Agenda

2.1. Board Action – Approve February 17th, 2026 Drainage Authority
Regular Meeting Minutes

Unscheduled

Adjourn Drainage Authority Meeting

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA

February 17, 2026

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on February 17, 2026. The following members of the Jackson County Board of Commissioners were present: Roger Pohlman, Phil Nasby, Don Wachal, Kent Bargfrede, and Larry Liepold. County Administrator, Ryan Krosch, County Attorney, Kristi Meyeraan, and Assistant to the Administrator, Brandi Bourquin were also in attendance.

CALL TO ORDER

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

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

CONSENT AGENDA

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

Board Action 26-029 – Approve February 3, 2026 Board of Commissioner Regular Meeting Minutes.

Board Action 26-030 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 112953-113054 in the amount of \$1,525,843.46 for the following funds: Revenue, \$197,022.71; Public Works, \$951,989.32; 2013A GO Capital Improvement Bonds, \$1,602.50; Ditch, \$354,446.97; Agency, \$2,349.00; Library, \$6,017.83; and Forfeited Land, \$12,415.13. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Board Action 26-031 – Approve contract and bond for SAP 032-598-020.

Board Action 26-032 – Approve Local Homeless Prevention Aid Service Agreement with the United Community Action Partnership.

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

Ethan Duncan discussed forming a new snowmobile club in Jackson County that would maintain the snowmobile trails in the county. Mr. Duncan stated that grant funding for trail maintenance would come from a DNR grant and that he was requesting that the county serve as the required local government sponsor for the grant funds. It was the consensus of the Board that the county would serve as a grant sponsor if all the requirements were met and the snowmobile club performed all the required work.

BOARD REPORTS

Commissioner Nasby reported on meetings/events involving Opioid Advisory Council, JD 9, JD 13, DVHHS, Southern Minnesota Adult Mental Health Consortium, and Wild Compass.

Commissioner Pohlman reported on meetings/events involving PrimeWest, Pipeline Response Training, Opioid Advisory Council, DAC, Plum Creek, and DVHHS.

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

Commissioner Liepold reported on meetings/events involving JD 9, JD 13, DVHHS, GBERBA, and Southwest Regional Radio Board & Local Radio Board.

Commissioner Bargfrede reported on meetings/events involving Fair Board, Missouri River Water Basin One Watershed/One Plan Policy Committee, JD 9, JD 13, and DVHHS.

ADJOURN

Chair Wachal adjourned the meeting at 9:33 a.m.

JACKSON COUNTY BOARD OF COMMISSIONERS

Board Chair

ATTEST:

Ryan Krosch, County Administrator



Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Local Bridge (LBRP) Replacement Program Agreement & Resolution SAP 032-598-20

Board Action Request:

Approve and sign the LBRP grant agreement and grant resolution

Background & Comments:

Replacement of existing bridge 89256. Bridge is located in section 3 of Alba township on County road 63.

The grant agreement and resolution are necessary before state bridge funds can be expended. No state bridge bonding funds will be release until the agreement is executed. These are standard documents for bridge projects that have state bridge bonding funds.

Attachments: Standard LBRP grant agreement and grant resolution

Fiscal Impact: LBRP Grant and County funds

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

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

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2025, 1st Special Session, Chapter 15- H.F. 18. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Jackson County
53053 – 780th Street
Jackson, MN 56143

Contact: Darrell Pettis, County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 032-598-020	\$658,099.00	\$37,995.00	December 31, 2030

3. Total Amount of LBRP Grant for all projects under this Agreement: \$658,099.00.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Jackson County Board Chair

Date: _____

By: _____

Title: Jackson County Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP Grant Funds:	
2025 LBRP Funds Grant (SAAS Acct 434)	\$658,099.00	Bridge Construction	\$658,099.00
Other:			
Subtotal	\$658,099.00	Subtotal	\$658,099.00
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Matching Funds		Bridge Construction	\$37,995.00
Local Match	\$37,995.00		
Other:			
Subtotal	\$37,995.00	Subtotal	\$37,995.00
TOTAL FUNDS	\$696,094.00	TOTAL PROJECT COSTS	\$696,094.00

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date: January 20, 2026
Construction Start Date: April 20, 2026
Construction Substantial Complete Date: June 1, 2027
Contract Final Completion Date: December 31, 2030

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

M&K Bridge Construction Inc. has certified that it is not subject to the Workforce Certificate and Equal Pay Certificate requirements in Statute 363A.36 and 363A.44 because M&K Bridge Construction Inc. employs fewer than 40 full time employees.

INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM

M&K Bridge Construction Inc. has certified that it is not subject to the Workforce Certificate and Equal Pay Certificate requirements in Statute 363A.36 and 363A.44 because M&K Bridge Construction Inc. employs fewer than 40 full time employees.

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of **Jackson**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

Jackson County, a political subdivision of the State of Minnesota

By: _____
Name: Don Wachal
Title: Jackson County Board Chair

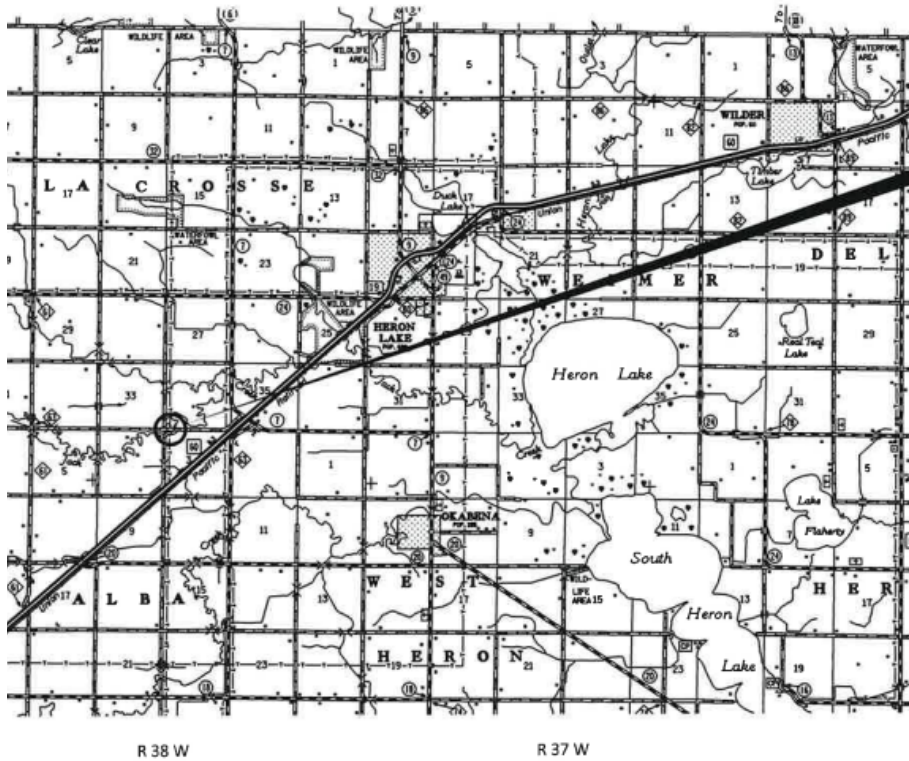
By: _____
Name: Ryan Krosch
Title: Jackson County Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

CONSTRUCTION PLAN FOR: CONSTRUCTION OF BRIDGE NO. 32585 AND APPROACH GRADING

LOCATED ON: CR 63 OVER JACK CREEK, 0.9 MI. WEST OF JCT. TH 60, 3.0 MI. SOUTHWEST OF HERON LAKE, MN
SECTION 03 TOWNSHIP 103 N RANGE 38 W



PROJECT LOCATION
PROP. BRIDGE NO. 32585
S.A.P. 032-598-020
BEG. PROJECT: STA. 9+49.00
END PROJECT: STA. 10+51.00

EXIST. BRIDGE NO. 89256
TIMBER BEAM SPAN
LENGTH: 63.5 FT.
ROAD WIDTH OVER: 24.8 FT.
YEAR BUILT: 1941



LOCATION MAP

SCALE: 1" = 12000'

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	<u>032-598-020</u>	Old Bridge Number	<u>89256</u>
	New Bridge No.	<u>32585</u>	Over	<u>Jack Creek</u>
	County of	<u>Jackson</u>	Road or Street No.	<u>CR 63</u>
	Township of	<u>Alba / La Crosse</u>	Road or Street Name	<u>880th Street</u>
	Municipality of	<u></u>	Proposed Const Year	<u>2026</u>
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Eligibility	Local Bridge Planning Index (LPI) <u>46</u>			
	NBI Appraisal Ratings: Deck Geometry <u>6</u> Approach Roadway <u>6</u> Waterway Adequacy <u>7</u>			
	Date of Council/Board action prioritizing this bridge <u>December 3, 2024</u>			
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Prioritization	How many people are affected by this deficiency? <u>10</u>		What is the ADT on this bridge? <u>17</u>	
	Describe the economic importance of replacing this bridge.			
	East - West county road that connects agricultural lands in Alba and La Crosse township to Trunk Highway 60.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	(Attach additional sheets for explanation if necessary)			
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cost Estimate			Eligible Amount	Ineligible Amount
	Structure Costs	\$704,484		\$
	Approach Costs	\$		\$62,815
	Engineering Costs	\$		\$
	Total Costs	\$		\$
	Total Project Cost		\$ 767,296	
	County/City Engineer		Date	
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION			Digitally signed by Willy Rabenberg Date: 2025.10.15 16:44:12 -05'00'
	Replace <u>X</u>	Defer <u></u>		
Approval	STATE AID USE ONLY		Federal-Aid	\$
			State-Aid	\$
			Local/Other	\$
			Town Bridge	\$
			Unallocated Town Bridge	\$
			State Bridge Funds	\$
			Total	\$

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION
Local Bridge Replacement Program Grant Agreement
Grant Terms and Conditions
SAP 032-598-020

WHEREAS, **Jackson County** has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. 32585; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$ **658,099.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Jackson County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Date: _____, 20____

Jackson County

By: _____
Name: Don Wachal
Title: Jackson County Board Chair

By: _____
Name: Ryan Krosch
Title: Jackson County Administrator

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Janitorial Service Contract for Public Works

Board Action Request:

Approve the renewal of the Janitorial Service Contract to S & J Cleaning, L.L.C.

Background & Comments:

Janitorial Services for the Public Works facilities in Lakefield & Jackson. Cost reflects a 3% increase from 2025.

Attachments: Contract

Fiscal Impact: Publics Works Budget - increase of 3% from 2025

**** 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, Minnesota Janitorial Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 24th day of February, 2026, by and between the County of Jackson, herein called the “County,” 53053 780th Street, Jackson Minnesota 56143 and S & J Cleaning, L.L.C., herein called the “Vendor,” a limited liability corporation organized and existing under the laws of the State of Minnesota, located at 83138 525th Avenue, Jackson, Minnesota 56143, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase janitorial services for the Jackson County Highway Maintenance Facility located at 53053 780th Street, Jackson, MN 56143 and the Lakefield Shop located at 45930 820th Street, Lakefield, MN 56150 from said Vendor, upon orders furnished by the Public Works Director at the rate of \$3,510.75 per month.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from March 1, 2026 to December 31, 2026 inclusive.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth below:

- Vendor agrees to maintain a safe work environment and to follow all safety regulations relating to the services being provided. County agrees to provide the vendor with a safe environment and to provide information on anything within the building that could pose a hazard to the vendor’s employees such as asbestos, hazardous chemicals, etc.
- Both parties agree that they will not directly or indirectly hire personnel from the other party’s employment during and for up to one year after the termination of this agreement, unless agreed upon in writing by both parties. In the event that such mutual consent is not obtained, the hiring party hereby agrees to compensate the other party in the amount of thirty-three percent (33%) of the annualized wages of the person hired payable before the start date.

- The vendor does not schedule service on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas Day. Our pricing has already been adjusted accordingly. Should County desire service on these days, an additional fee will be required.
- Any and all intellectual property created by the vendor or county shall remain the property of the creator, unless agreed upon in writing by both parties. This includes but is not limited to: Training, Schedules, Historical Data, etc.

D.1.2 Vendor will supply any required equipment. Use of County equipment will be exclusively by pursuant to a separate contract with the County.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the Public Works Director or its duly authorized agent, is estimated to be at the rate of \$3,510.75 per month.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the bid specifications or Paragraph B.1.1 above.

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the Public Works Director, or its duly authorized agent, twelve payments of \$3,510.75 each, or as indicated in bid proposal.

H.1 GUARANTEE

H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 INSURANCE

I.1.1 The following insurance must be maintained for the duration of this Contract. A current Certificate of Insurance for each policy must be on file with the Public Works Director prior to commencement of any work under

this Contract. Each certificate must include a 60-day notice of cancellation, nonrenewal, or material change to all named and additional insured's.

I.1.2 The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

I.1.3 General Liability Insurance

I.1.3.1 • The minimum limits of liability should be:

- \$3,000,000 Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury and Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expenses

• The policy should be written on an occurrence basis, not a claims-made basis. Excess umbrella/liability coverage may be used to reach the total recommended limits.

I.1.3.2 Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability.

I.1.3.3 Jackson County **must be named as additional insured.**

I.1.4 Business Automobile Liability Insurance

- I.1.4.1 \$300,000 each person
\$1,500,000 each occurrence
No less than \$2,000,000 aggregate

I.1.4.2 Must cover owned, nonowned and hired vehicles.

I.1.5 Workers' Compensation Per Statutory Requirements

I.1.5.1 Contractor must maintain Worker's Compensation Insurance as required by statute per applicable state and federal laws. The Employer's Liability Coverage shall have minimum limits of:
Bodily Injury by Accident: \$500,000 each accident
Bodily Injury by Disease: \$500,000 each employee
Bodily Injury By Disease: \$500,000 policy limit

I.1.6 Indemnification Clause

I.1.6.1 Except as may be caused by the negligence of the County or its employees, Contractor shall indemnify and save harmless Jackson County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

I.1.6.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

I.1.6.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

I.1.7 Jackson County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder.

J.1 UNAVOIDABLE CIRCUMSTANCES

J.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency. If services are not delivered due to such circumstances, County is not required to pay for the time period of services not delivered, which shall be pro-rated by the days in the month.

K.1 RIGHT TO TERMINATE

K.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the bid specifications, or to the reasonable satisfaction of County, upon notification to Vendor.

K.1.2 Either party may terminate this Contract, without cause, with 60 days written notice served to the other party at the addresses in section A.1.1 of this Contract.

L.1 ASSIGNMENT

L.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the Public Works Director and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

M.1 INDEMNIFICATION

M.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

N.1 COMPLIANCE WITH LAWS

N.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

O.1 RECORDS AUDITING AND RETENTION

O.1.1 Vendor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

P.1 WAIVER

P.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

Q.1 MODIFICATIONS/AMENDMENT

Q.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

R.1 SEVERABILITY

R.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

S.1 FINAL AGREEMENT

S1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

T.1 EXECUTION

T.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

S & J CLEANING, L.L.C.

COUNTY OF JACKSON, MINNESOTA

By: _____
Its: Account Executive

By: _____
County Administrator

Dated:

Dated:



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Citizen/Stakeholder/Organization

Presenter: _____

Recommendation: Approve

Item: Gambling Application for Exempt Permit for Jackson Lions Club

Board Action Request:

Approve the application for exempt permit for Jackson Lions Club, with no waiting period, for a raffle to be held at the 2026 Jackson County Fair.

Background & Comments:

This raffle is a fundraiser for the Jackson Lions Club. MS340.213 governs the local authority for gambling permits. 1st application of 2026 (allowed to approve up to 5 permit applications per year).

Attachments: _____

Fiscal Impact: _____

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

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



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Land Mgmt/SWCD

Presenter: _____

Recommendation: Approve

Item: 2025 County Feedlot Officer Annual Report

Board Action Request:

Approve and sign the 2025 County Feedlot Officer Annual Report

Background & Comments:

Jackson County, as a delegated County, is required to prepare and submit for approval the Annual Report. This information also needs to be posted on the County's website for public information.

Attachments: 2025 County Feedlot Officer Annual Report and financial statement

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

2025 County Feedlot Officer (CFO) Annual Report

Last revised: 12/22/25

Reporting period: January 1, 2025 - December 31, 2025

County: Jackson
 Phone: 507-936-0686

Contact: Karen Pressley
 Email: 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		FTE = Full Time Equivalent; the percentage (in decimal format) of employee(s) time dedicated to the feedlot program.				
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:	0.25				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1.25				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	13	11			
6	Feedlots with 50 - 299 AU:	134	135			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	70	67			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	25	28			
9	Feedlots with NPDES or SDS permits:	36	34			
10	Total - Feedlots required to be registered:	278	275			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)	278				
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%):			19.5	
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)	20				
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	17		3	
	13.1) How many with a 3 or 6-yr P records inspection (see guidance)				0	
14	Construction inspections					
	14.1) How many received a 2nd construction inspection					
15	Desktop N & 3 or 6-yr P records inspection (see guidance) (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					
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0		0	
18	Routine or follow-up stockpile only inspection					
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	3				
21	Number of feedlots inspected within the County's priority areas as designated in the work plan	20				
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	1				
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 <i>min. # of compliance inspections: 10</i>	20	19.5	0.5	3	1.5
25	Construction inspections	0	0	0	2	0
26	Desktop N & 3 or 6-yr P records inspections (see guidance)	0	0	0	3	0
27	In-field land application inspections	0	0	0	1	0
28	Compliance inspections that include optional P review			0	1	0
29	Number of facilities that received 2 or more construction inspections			0	1	0
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	1	0

31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot)	0	1	0
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)	0	0.5	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 that have not been maintaining adequate land application records: Jackson County estimated to conduct 7 inspections for this strategy. This goal was met, Inspected 8 sites. One site was found to have minor non-compliance.

Sites, that according to previous inspections, have not been maintaining adequate land application records or manure management plans: Jackson County estimated to conduct 3 inspections for this strategy. Two sites were inspected.

Sites within the Des Moines Watershed: Jackson County estimated to inspection 9 sites. This goal was met, inspected 10 sites.

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	1	---	---
34	Interim Permits Issued or Modified:	1	6	6
35	Construction Short-Form Permits Issued or Modified at Sites \geq 300 AU:	1	4	4
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	8	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	0	4	0
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	0	---	---
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	12	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total

45	Land application <u>record keeping</u> returned to compliance at Feedlots 100 - 299 AU :	0	1	0
46	Land application <u>record keeping</u> returned to compliance at Feedlots 300+ AU (or 100+ DWSMA):	0	2	0
47	Nitrogen application <u>rate</u> returned to compliance (any size facility):	0	1	0
LMSA CLOSURE (Achieved in current reporting year)		Number	PC	PC Total
48	Sites where a LMSA was closed (verified by field inspection or producer notification):	1	6	6
OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
49	Sites visited to provide assistance	0	---	---
50	Workshops/trainings hosted/sponsored by the CFO:	0	6	0
	50.1) Total number of feedlot owners attending these events	0	---	---
51	CFO presentations at informational or producer group events: (per event)	2	3	6
52	Number of mailings to feedlot owners:	175	---	---
53	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
22-Feb	Jackson County Farm & Home Show. We had a booth and provided feedlot information
7/30-8/2	Jackson County Fair. We had a booth and provided feedlot information.
December	Jackson County prepares and has printed a calendar that is mailed to all registered feedlots.

CFO TRAINING AND MENTORING		Number	PC	PC Total
54	CFO - training CEUs: (Enter total training hours earned & list events below - see guidance for > 18 hr)	37	0.5	6
55	Hours mentoring New CFOs in another county (describe on a separate sheet):	0	0.5	0

List the training events attended.

Date	Description	Hours
1/15/2025	Webex	1.5
3/19/2025	Webex	1.5
4/16/2025	Webex	1.5
5/21/2025	Webex	1.5
7/16/2025	Webex	1
8/20/2025	Webex	1
10/15/2025	Webex	1
12/17/2025	Webex	1.5
3/15/2025	MACFO Conference	13.5
6/5/2025	CFO regional Meeting	4
11/12/2025	CFO regional Meeting	4
11/19/2025	Manure 201, Mankato	5

OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
56	Feedlots where a MinnFARM was conducted (list sites below):	0	2	0
57	Notifications received claiming air quality exemptions:	21	---	---
58	Meetings with other local government and producer groups:	0	---	---
59	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 registration no. Site Name		Describe other county program activities not identified elsewhere.		

TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned
60	Reviewed registration files have ALL docs uploaded to TEMPO (if applicable)	4	4
61	All four inspection files have ALL documentation uploaded to TEMPO	4	4
62	Both permit files have ALL documentation uploaded to TEMPO	8	8
63	90% of inspection data entered within 60 days of inspection	4	4
64	All applicable inspection files for sites >100 AU contain land application records	4	4
TOTAL PERFORMANCE CREDITS			53.50

2025 MPCA County Feedlot Program Financial Report						Last revised: 12/22/25	
County: Jackson				Contact: Karen Pressley			
Phone: 507-936-0686				Email: karen.pressley@co.jackson.mn.us			
County Awards						Note: PC's earned in 2024	
County	Feedlots	Base Award	MPR Award	Total Award	PCs Earned	PC Award	
Jackson	278	\$36,567.98	\$15,565.43	\$52,133.42	51	\$8,982.07	
		\$131.54/feedlot	\$55.99/feedlot		\$133.69/PC + \$2163.93 add'l		
County personnel costs (Choose one accounting method)						Note: include insurance/benefits in personnel costs	
Method:		Work activity breakdown					
Work Activity		County expenditure		Description of other work activity expenses			
Complaint Response		\$ -		Adm assistance, dept head assistance.			
Inspections & Compliance		\$ 17,008.76					
Owner Assistance		\$ 1,916.48					
Permitting		\$ 3,832.96					
Registration/Inventories		\$ 13,909.45					
Training/Conferences		\$ 4,521.70					
Administration		\$ 17,502.85					
Other (explain in the box provided)		\$ 13,568.57					
TOTAL:		\$ 72,260.77					
Employee Name		Role (CFO, field tech, admin, etc.)		Salary (for program activities)			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				TOTAL: \$ -			
Overhead costs (choose one accounting method)							
Method:		Broken down					
Overhead expenses breakdown		County expenditure		Description of other overhead expenses			
Office (lease, utilities, furniture, etc.)		\$ -		vehicle, fuel, mileage office supplies, postage conference dues, calendar, ads			
Vehicle (lease, fuel, etc.)		\$ 19,291.02					
Supplies (computer, phone, postage, etc.)		\$ 1,946.29					
Other (explain in the box provided)		\$ 5,515.52					
TOTAL:		\$ 26,752.83					
County Balance Sheet							
Counties must match the Base Award.				Counties may show expenditures beyond the required match.			
Funds				Expenditures			
2024 Funds leftover		\$ 10,312.00		Personnel		\$ 72,260.77	
2025 Grant Award		\$ 52,133.42		Overhead		\$ 26,752.83	
2025 Required Match		\$ 36,567.98		TOTAL:		\$ 99,013.60	
TOTAL:		\$ 88,701.40				BALANCE: \$ (10,312.20)	



Request for Board Action
Agenda Item No. 2.7.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Stephanie Kaderabek

Recommendation: Approve

Item: Annual renewal of Off Sale Liquor License expiring March 31, 2026

Board Action Request:

Approve annual renewal of Off Sale Liquor License expiring March 31, 2026 for Loon Lake Store & Bait Shop. The licenses will be effective April 1, 2026 to March 31, 2027

Background & Comments:

Attachments: _____

Fiscal Impact: _____

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

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



Request for Board Action
Agenda Item No. 2.8.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Jackson County Library Grant

Board Action Request:

Approve \$1500 grant agreement for the Jackson County Library from the Southwest Initiative Foundation and Odell Wind Farm Community Fund.

Background & Comments:

A \$1500 grant has been awarded to the Jackson County Library System to support its summer daycare kits program. The grant comes from the Southwest Initiative Foundation and Odell Wind Farm Community Fund.

Attachments: Email letter

Fiscal Impact: \$1,500 grant

**** 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-00148468
Title: Jackson County Library Summer Daycare Kit Program

Dear Ryan Krosch,

Congratulations! It is my pleasure to inform you that a \$1,500.00 grant has been approved from the Odell Wind Farm Community Fund to the Jackson County to support summer daycare kits.

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

If you are having difficulty using the grant agreement link above, copy and paste this URL into your browser. <https://swifoundation.tfaforms.net/4762037?ActionID=006UU00000Pox1j>



Confirmed in Compliance with National Standards
for U.S. Community Foundations
An Equal Opportunity Provider And Employer





Request for Board Action
Agenda Item No. 2.9.

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: _____

Recommendation: Approve

Item: AFSCME Council 65, Local 925-0 Labor Agreement

Board Action Request:

Approve AFSCME Council 65, Local 925-0 Labor Agreement as presented effective January 1, 2026 to December 31, 2027.

Background & Comments:

The County Labor Negotiations Committee and AFSCME Council 65, Local 925-0 the Highway Maintenance group have reached a tentative agreement for a new labor agreement effective January 1, 2026 to December 31, 2027.

Attachments: Labor Agreement

Fiscal Impact: Salary increases for 2026 are part of the 2026 budget

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

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

AGREEMENT BETWEEN

JACKSON COUNTY

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO**

LOCAL UNION 925

JANUARY 1, 2026 – DECEMBER 31, 2027

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ARTICLE 1. 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 2. 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 3. UNION SECURITY

- 3.1. In recognition of the Union as the exclusive representative, the Employer shall:
 - 3.1.1. 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.
 - 3.1.2. 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 4. 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 5. HOURS OF WORK

- 5.1. Summer hours: Beginning with the pay period including May 15 through the pay period including September 15.

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 an additional one (1) hour on the eight (8) hour scheduled Friday. When a Holiday falls on a non-scheduled Friday the preceding Thursday will become the paid Holiday.

Winter hours: Beginning with the first full pay period after September 15 through the first full pay period prior to May 15.

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 (ESST, 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).

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

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

5.2.3. 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.

5.4.1. 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 6. HOLIDAYS

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

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

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 7. 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: Years 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: Years 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
-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 8. 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 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 9. EARNED SICK AND SAFE TIME (ESST)

- 9.1. All employees shall be entitled to eight (8) hours of ESST per month worked. To earn monthly ESST benefits, an employee must work one hundred fifty (150) hours or more during the month. Vacation leave and ESST used during the month may be counted as working time to build up the required one hundred fifty (150) hours. Employees may accumulate ESST to a maximum of nine hundred and sixty (960) hours.
- 9.2. Accumulated ESST may be approved for absences for the following reasons:
- 9.2.1. For employee's own physical/mental illness, injury, health condition, or preventative care; or to care for a family member for the same reasons;
 - 9.2.2. Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
 - 9.2.3. Employee needs to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
 - 9.2.4. Closure of the employee's place of work for weather or public emergency or closure of a family member's school or care facility for weather or public emergency (utilization shall not exceed 48 hours in a calendar year);
 - 9.2.5. The employee's or family member's inability to work or telework because the employee is prohibited from working due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease.

Family members is defined as follows:

- Spouse or registered domestic partner
 - Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
 - Sibling, step sibling or foster sibling
 - Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
 - Grandchild, foster grandchild or step grandchild
 - Grandparent or step grandparent
 - A child of a sibling of the employee
 - A sibling of the parent of the employee or
 - A child-in-law or sibling-in-law
 - Any of the above family members of a spouse or registered domestic partner
 - Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
 - Up to one individual annually designated by the employee
- 9.3. When an employee uses ESST for more than two consecutive days, the employer may require reasonable documentation.

- 9.4. An employee injured on duty and eligible for Worker's Compensation benefits may elect to use ESST or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.
- 9.5. Employees shall receive severance benefits, in accordance with Article XX Establishment of VEBA with Postretirement Health Care Savings Arrangement, as follows:

Years of Services	Rate of ESST Leave Payout at Termination
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. In accordance with Minn. Stat. §181.9447, subd. 12. **Weather Event Exception:**
 - A. The parties mutually acknowledge that all employees covered by this Agreement are employed in positions whose preassigned or foreseeable work duties during a public emergency or weather event require the employee to respond to the public emergency or weather event. The parties therefore mutually agree to clearly and unambiguously waive application of Minnesota Statutes § 181.9447 Subd. 1(4) to employees covered by this Agreement. Employees covered by this Agreement are not able to utilize sick/ESST leave benefits for absences related to the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
- 9.7. Employees, who have accumulated an ESST balance, may trade their ESST hours to cover the cost of health and wellness-related expenses, for the employee and their eligible dependents, up to \$1,500.00 per year, provided a minimum of two weeks of ESST 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 ESST for Fitness Policy.

ARTICLE 10. CATASTROPHIC EARNED SICK AND SAFE TIME (ESST)

- 10.1. Employees who have accrued the maximum amount of ESST allowable may continue to accrue ESST that shall be contributed to a special catastrophic ESST leave bank for that employee. Use of catastrophic ESST shall be available only after all accumulated ESST 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 ESST upon termination, whether voluntary or involuntary.

ARTICLE 11. 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 ESST 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 ESST, vacation leave and/or compensatory time.
- 11.4. Regular full-time and 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
24-31 hours	3 days	2 days

ARTICLE 12. 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 13. 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 14. SENIORITY

- 14.1. The Employer is committed to hiring the most qualified candidate for county service. New employees hired shall be considered as probationary employees for the first twelve (12) 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. Seniority shall be on a department wide basis in accordance with the employee's last date of hire. 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:
 - 14.3.1. Resignation;
 - 14.3.2. Discharged for cause;
 - 14.3.3. 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.
 - 14.3.4. Failure to return to work, when recalled from layoff, as set forth in the Recall, Section 14.4 below.
 - 14.3.5. Return from ESST 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.
 - 14.4.1. Disposition of these matters will be a proper matter for the Grievance Procedure.
 - 14.4.2. Employees to be laid off will have at least two (2) weeks' notice when reasonably possible.
 - 14.4.3. 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.
 - 14.5.1. 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.

14.5.2. 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.

14.5.3. 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 15. EMPLOYEE CONDUCT

15.1. Employees shall be disciplined only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

- 15.1.1. Oral Warning
- 15.1.2. Written Warning
- 15.1.3. Suspension
- 15.1.4. 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. All disciplinary actions shall be emailed to the Exclusive Representative within forty-eight (48) hours of employee discipline.

ARTICLE 16. 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 Personnel Committee 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 Personnel Committee 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 Personnel Committee or designated representative and the Union. If no settlement is reached, the Personnel Committee 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.

16.4.1. 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.

16.4.2. 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.

16.4.3. 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 17. 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, slowdowns, 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 18. 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 \$275 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 19. INSURANCE (HEALTH, DENTAL, HEALTH SAVINGS ACCOUNTS)

19.1. High Deductible Group Health Plans:

2026 Health Plan Options and COUNTY Contributions:

\$5000/\$10,000	<u>Total Premium</u>	<u>Employee Monthly Premium</u>	<u>County Monthly Premium</u>	<u>County Share of Premium</u>
Single	\$866.41	\$44.31	\$841.93	95.00%
Family	\$2,665.36	\$266.53	\$2,398.83	90.00%
Married EE	\$2,665.36	\$133.27	\$2,532.09	95.00%

- 19.2. For 2027, with respect to qualifying employees who are members of this Collective Bargaining Agreement that select the \$5,000/\$10,000 Plan, COUNTY shall contribute an amount not to exceed ninety-five (95%) percent towards the monthly premium cost for single group health coverage, and ninety (90%) percent towards the monthly premium cost for family group health coverage.
- 19.3. 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.
- 19.4. **Plan Cancellation:** When a COUNTY high deductible group health plan drops below 10 employee participants, the plan will no longer be offered as a health plan option the following year.
- 19.5. **Dental Insurance:** For each qualified employee, The COUNTY shall contribute towards a monthly dental insurance premium provided through a COUNTY sponsored dental insurance plan. The COUNTY contribution will be equal to the cost of a single plan premium. Employees electing another plan option besides single (family, employee +1, etc.) will have the COUNTY’s contribution applied to those premiums.
- 19.6. **Establishment of VEBA and/or Health Savings Account (HSA):** The COUNTY shall establish a VEBA and/or HSA for qualifying employees who are members of this Collective Bargaining Agreement for the benefit of providing a health savings benefit for active employees. The COUNTY and employees assent to and ratify the appointment of the trustee and Plan administrator in place on the adoption date of this agreement.

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

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

19.7. Payment of Fees: The County will pay for annual enrollment fees for active employees enrolling in a VEBA, and/or HSA plans and for administrative fees allocable to individual VEBA and HSA 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 and/or HSA Plan is terminated.

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

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

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

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

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

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

19.9. 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 20. ESTABLISHMENT OF VEBA WITH POSTRETIREMENT HEALTH CARE SAVINGS ARRANGEMENT

- 20.1. Establishment of VEBA: The COUNTY shall establish a VEBA Plan 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

- 20.2. 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.

- 20.3. Employer Contributions to the Postretirement Health Care Savings Arrangement
 - A. Unused ESST. 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 ESST 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 21. MN PAID LEAVE (MNPL)

- 21.1. In the event the Employer participates in the Minnesota Paid Family and Medical Leave (MNPL) program or an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for MNPL, or an alternative private plan, on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

- 21.2. Employees may choose to use accrued paid vacation leave, ESST leave, personal leave, and banked compensatory time to make up the difference between MNPL benefits and regular pay not to exceed one hundred percent (100%) of the employee's regular weekly pay.

- 21.3. In the event an employee is receiving MNPL in relation to a County work-related injury, the total amount received from MNPL, worker's compensation, disability and/or any other income replacement benefits may not exceed one hundred percent (100%) of their regular weekly pay.

ARTICLE 22. 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 23. 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 24. 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 25. TERMINATION AND MODIFICATION

25.1. This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2027 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

2026 Salary Rates

Effective 1/1/2026

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
11	Heavy Equipment Operator	\$25.42	\$26.28	\$27.12	\$27.97	\$28.81	\$29.66	\$30.51	\$31.36	\$32.21	\$33.06	\$33.88	\$34.72
12	Sign Technician	\$27.08	\$27.98	\$28.89	\$29.79	\$30.69	\$31.59	\$32.49	\$33.40	\$34.30	\$35.21	\$36.09	\$36.98
13	Maintenance Crew Chief Chief Mechanic Drainage Crew Chief	\$28.84	\$29.80	\$30.76	\$31.73	\$32.68	\$33.64	\$34.61	\$35.57	\$36.53	\$37.50	\$38.42	\$39.39

2027 Salary Rates

Effective 1/1/2027

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
11	Heavy Equipment Operator	\$27.14	\$28.05	\$28.95	\$29.86	\$30.76	\$31.66	\$32.57	\$33.48	\$34.38	\$35.29	\$36.16	\$37.07
12	Sign Technician	\$28.90	\$29.87	\$30.84	\$31.80	\$32.77	\$33.72	\$34.68	\$35.65	\$36.62	\$37.58	\$38.52	\$39.48
13	Maintenance Crew Chief Chief Mechanic Drainage Crew Chief	\$30.79	\$31.81	\$32.84	\$33.87	\$34.89	\$35.91	\$36.94	\$37.97	\$39.00	\$40.03	\$41.02	\$42.05

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 on the anniversary date of employees hired on or after January 1, 2026. For all other employees, performance salary adjustments will be awarded January 1.

Note: There may be minor discrepancies in Steps A/1 through J/10 step amounts due to formula calculations and rounding set up in the comp plan. All wages should be reflective of the Wage Structure Adjustment percentage, step value and then keeping the employee on step, as applicable.



Request for Board Action
Agenda Item No. 3.1.

Requested Board Date: 03/03/2026

Agenda Type: Regular

Estimated Time: 15 minutes

Department: Public Works/Parks

Presenter: Wes Liepold

Recommendation: Informational

Item: Public Works Projects Update

Board Action Request:

NA

Background & Comments:

Interim Public Works Director Wes Liepold will provide the Board with an update on current and planned projects for 2026.

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



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

Requested Board Date: 03/03/2026

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of February 17, 2026

Board Action Request:

Background & Comments:

Attachments: Minutes Draft

Fiscal Impact: _____

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

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

**PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA
February 17, 2026**

DRAFT

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on **February 17, 2026**

Jackson County Drainage Authority Present

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

Others Present

Drainage Coordinator Kelly Rasche, County Administrator Ryan Krosch

CALL TO ORDER

Drainage Authority Board Chair Wachal called the meeting order at 9:35 a.m.

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

CONSENT AGENDA

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

2.1 **Approval of Minutes of February 3, 2026**

ADJOURN

Chair Wachal adjourned the Drainage Authority meeting at 9:40 a.m.

Approved this ___ day of _____ 2026

JACKSON COUNTY DRAINAGE AUTHORITY

Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer