



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

**Tuesday, April 2, 2024 9:00 A.M.**

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

- 8:30 a.m. Department Visit – County Assessor
- 9:00 a.m. Call Board of Commissioners’ Meeting to Order  
1.1. Pledge of Allegiance  
1.2. Adoption of Agenda
- 9:00 a.m. New Employee Introductions - None
- 9:01 a.m. Consent Agenda  
2.1. Board Action – Approve March 5, 2024 Board of Commissioner  
Regular Meeting Minutes  
2.2. Board Action – Approve Claims  
2.3. Board Action – National County Government Month  
Proclamation  
2.4. Board Action – AFSCME Union Contract Memorandum of  
Agreement  
2.5. Board Action – Victim Witness Coordinator Contract with  
Cottonwood County
- Unscheduled County Administrator, Ryan Krosch  
3.1. Board Action – County Geologic Atlas
- Unscheduled Committee and Board Reports
- Adjourn Commissioners’ Meeting
- Unscheduled Call the Drainage Authority Meeting to Order  
1.1. Adoption of Agenda
- Consent Agenda

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405 Fourth Street Jackson, MN 56143

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- 2.1. Board Action – Approve March 19, 2024 Drainage Authority Regular Meeting Minutes
- 2.2. Board Action – Judicial Ditch 13 Phase 2 McCarty Custom Inc Pay Request #1

Unscheduled

Drainage Coordinator, Kelly Rasche

- 6.1. Drainage Coordinator Report

Unscheduled

Adjourn Drainage Authority Meeting

9:30 a.m.

Call meeting of Jackson/Nobles Judicial Ditch 13 Joint Board to Order

- 1.1. JD 13 Approve Agenda
- 1.2. Approve Engagement of ISG and Authorize Staff to Apply for Grant from Board of Water and Soil Resources (BWSR) for Judicial Ditch 13 Water Quality and Storage Feasibility Study
- 1.3. Adjourn Joint Board Meeting

**PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA**  
**March 19, 2024**

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on March 19, 2024. The following members of the Jackson County Board of Commissioners were present: Don Wachal, Roger Pohlman, Scott McClure, Phil Nasby, and James Eigenberg. 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 McClure and seconded by Commissioner Nasby** to adopt the agenda. The motion carried unanimously.

**CONSENT AGENDA**

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

**Board Action 24-054** – Approve March 5, 2024 Board of Commissioner Regular Meeting Minutes.

**Board Action 24-055** – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 105641-105773 in the amount of \$528,143.76 for the following funds: Revenue, \$216,332.90; Public Works, \$100,190.35; Fleet Management, \$42.22; 2013A GO Capital Improvement Bonds, \$38,937.50; Ditch, \$168,079.57; Agency, \$2,302.00 and Library, \$2,259.22. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

<b>Vendor</b>	<b>Total</b>
Waste Mgmt - Mankato	125,685.99
Selective Insurance Company of America	55,625.00
Brunz Construction Company Inc	49,557.62
I & S Group Inc	32,004.45
Jackson Co Auditor-Treasurer	23,271.67
Cooperative Energy Co.	21,402.60
West Central Communications, Inc	18,177.47
Anna's LLC	17,556.75
Hinkeldey/Willis	14,210.00
Goody's Farms LLC	12,814.50
Red Rock Rural Water Systems	11,161.78
Reynolds/LaNette	9,660.00
KLJ Engineering LLC	8,554.76
Von Bevern/Jane C.	8,419.00
Cathcart/Ann H	7,980.00
Sanford Health - Sioux Falls	7,593.50
CORPORATE PAYMENT SYSTEMS	7,396.68
Sign Solutions	6,718.15
Dell Marketing L P	6,556.33
Equipment Blades Inc.	6,000.00
Marsden Bldg Maintenance LLC	5,688.72
MISSISSIPPI HEADWATERS BOARD	5,000.00
Ruby's Drainage Viewing LLC	4,548.78
Brandon Craig Brodin	4,036.75
Federated Rural Electric Association	4,008.38
AUTO VALUE - JACKSON	3,104.66

Hinkeldey/Jeffrey Willis	2,497.50
Rinke Noonan, Ltd.	2,400.00
Streichers	2,387.69
Fastenal Company	2,382.29
Treasury Division Of Mn Dept Of Finance	2,302.00
S & J Cleaning	2,285.20
Verizon Wireless	2,266.98
<b>Total Claims over \$2000</b>	<b>493,255.20</b>
<b>92 Claims Under \$2000</b>	<b>34,888.56</b>
<b>Total Claims Submitted</b>	<b>528,143.76</b>

**Board Action 24-056** – Approve Out-of-State travel to Northland How To Conference in Fargo North Dakota.

**Board Action 24-057** – Approve revisions to Policy 725: Earned Sick and Safe Time (ESST) Leave Donation.

**Board Action 24-058** – Re-appoint Mickey Masters to a three-year term on the Jackson County RLF Board.

**Board Action 24-059** – Approve 2023 County Feedlot Officer Annual Report.

The motion carried unanimously.

### COUNTY ADMINISTRATOR

**Motion was made by Commissioner McClure and seconded by Commissioner Eigenberg** to adopt Board Action 24-060 – Adopt policy 501: Non-DOT Drug Testing & Drug Free Workplace. The motion carried unanimously.

### BOARD REPORTS

Commissioner Eigenberg reported on meetings/events involving annual township meetings, Canvassing Board and GBERBA.

Commissioner Pohlman reported on meetings/events involving Blue Earth River One Watershed/One Plan Policy Committee and annual township meetings.

Commissioner McClure reported on meetings/events involving Extension Committee, annual township meetings, Southwest Mental Health Center, SW Regional Development Commission (SRDC) and Nobles/Jackson Joint Drainage Board.

Commissioner Nasby reported on meetings/events involving Explore SW MN, Extension Committee, DVHHS, Sales Tax Committee, Canvassing Board, annual township meetings, Southwest Mental Health Center, AMC Legislative update webinar, Prairie Ecology, Friends of the Jackson County Trails and State Community Health Services Advisory Committee.

Commissioner Wachal reported on meetings/events involving AMC Legislative Conference, Area Transportation Partnership, MCIT, MRC, PrimeWest, Fair Board, annual township meetings, DVHHS and PIC.

**ADJOURN**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Pohlman to adjourn the meeting at 9:26 a.m. The motion carried unanimously.**

JACKSON COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

DRAFT



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Consent

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

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** National County Government Month Proclamation

**Board Action Request:**

Approve Proclamation Recognizing April 2024 as National County Government Month.

**Background & Comments:**

Since 1991, the National Association of Counties has encouraged counties to actively promote county roles and responsibilities in serving residents. National County Government Month, held each April, is an annual celebration of county government.

The attached proclamation recognizes April 2024 as National County Government Month and encourages all county officials, employees and residents to recognize and celebrate the important services provided by county government.

**Attachments:** Proclamation

**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. \*\***

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**PROCLAMATION**  
**National County Government Month - April 2024**

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, Jackson County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties (NACo) President Mary Jo McGuire, NACo is highlighting county leadership through the lens *Forward Together*, celebrating the role of county governments in connecting, inspiring and leading as intergovernmental partners; and

WHEREAS, that role includes a responsibility to inspire county residents to engage with their communities, and to lead by highlighting our strength as intergovernmental partners; and

WHEREAS, each year since 1991 NACo has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

NOW, THEREFORE, BE IT RESOLVED THAT, the Jackson County Board of Commissioners, do hereby proclaim April 2024 as National County Government Month and encourage all county officials, employees and residents to recognize and celebrate the important services provided by county government.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 2nd day of April, 2024.

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Don Wachal, Chair  
Jackson County, Minnesota Board of Commissioners

ATTEST:

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Ryan Krosch  
Jackson County Administrator



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Consent

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

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** AFSCME Union Contract Memorandum of Agreement

**Board Action Request:**

Approve AFSCME Union Contract Memorandum of Agreement amending Article V. Hours of Work, 5.1 - Summer Hours as presented.

**Background & Comments:**

Jackson County Public Works management and the Jackson County Public Works AFSCME employee bargaining unit have both agreed to amend the current contract summer work hours schedule. The proposed amendment would start the 2024 summer work hours schedule on April 28 instead of May 12. This would be a one-year change to the contract. The summer work schedule will revert back to the original language in the contract after the 2024 summer schedule is complete.

**Attachments:** Memorandum of Agreement

**Fiscal Impact:** None

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## MEMORANDUM OF AGREEMENT

### AMENDMENT TO AGREEMENT BETWEEN JACKSON COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 925 - JANUARY 1, 2023 TO DECEMBER 31, 2025

This Memorandum of Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2024 by and between Jackson County (the "Employer") and the exclusive representative of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65, Local #925 ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the current labor agreement dated January 1, 2023 to December 31, 2025 between Jackson County and the American Federation of State, County, and Municipal Employees, AFL-CIO Local Union 925 identifies Summer hours in section 5.1; and

WHEREAS, research on the hours of daylight and civil twilight that will occur in the beginning of May and the end of April indicates adequate natural light at 6:00 a.m.

NOW, THEREFORE, the Parties of the aforementioned agreement, agree to the following:

**Section 1.** Amend Article 5.1 to read as follows:

#### ARTICLE V. HOURS OF WORK

5.1 **Summer hours:** Beginning with the pay period **starting on April 28, 2024**~~preceding Memorial Day~~ through the pay period preceding Labor Day.

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

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

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

**Section 2. This Agreement shall be in effect for calendar year 2024 only. The original labor agreement language for Article 5.1 shall be reinstated for calendar year 2025.**

**Section 3.** This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

**Section 4.** This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

**Employer:**

**For the Exclusive Representative:**

BY: \_\_\_\_\_  
Chair, Board of Commissioners

BY: \_\_\_\_\_  
Local President

BY: \_\_\_\_\_  
County Administrator

BY: \_\_\_\_\_  
Representative



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Consent

**Estimated Time:** 5 minutes

**Department:** Attorney

**Presenter:** Kristi Meyeraan

**Recommendation:** Approve

**Item:** Victim Witness Coordinator between Cottonwood and Jackson Counties

**Board Action Request:**

Approve the Legal Services Agreement with Cottonwood County for the Victim Witness Coordinator position

**Background & Comments:**

Cottonwood County wishes to contract the shared position of the Victim Witness Coordinator.

**Attachments:** Legal Services Agreement

**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. \*\***

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## AGREEMENT BETWEEN COTTONWOOD AND JACKSON COUNTIES FOR SERVICES

THIS AGREEMENT is made and entered into by and between Cottonwood County, a body corporate and politic existing under the laws of the State of Minnesota (and their successors), and Jackson County, a body corporate and politic existing under the laws of the State of Minnesota.

WHEREAS, Cottonwood and Jackson Counties are governmental entities providing victim witness services to citizens of Minnesota; and

WHEREAS, Minnesota Statutes sections 611A. et seq. sets out the duties and responsibilities of counties in providing services to victims of crime in Minnesota; and

WHEREAS, Cottonwood and Jackson Counties wish to enter into an agreement where Cottonwood County will purchase the services of the Jackson County Victim Witness Coordinator.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

- I. Jackson County agrees to hire a Victim Witness Coordinator (hereinafter employee).
- II. Cottonwood County agrees to purchase 40% of the employee's time, to include salary, PERA, FICA, medicare, life, health, dental, and cellphone (Jackson County owned). Jackson County shall bill Cottonwood County quarterly for employees services.
- III. Employee will spend on average 2 days per week working on behalf of Cottonwood County. It is understood employee will be assigned to work for Jackson County on their special term calendar day (currently Wednesday) and Cottonwood County on their special term calendar day (currently Tuesday). How employee spends their remaining time will be as mutually agreed upon by the Jackson County and Cottonwood County Attorneys.
- IV. Scope of Services. Employee will provide the services listed in Jackson County's job description for victim witness coordinator.
- V. Termination of Contract. The parties agree that this contract can be terminated by either party with 90 days written notice.

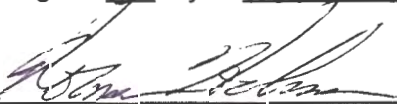
Jackson County may terminate the contract if Cottonwood County fails to make payment as agreed herein or a determination is made that the contract is no longer in the best interests of Jackson County. Jackson County must give 90 days' written notice to Cottonwood County prior to terminating herein.

- VI. Jackson County Employee not Considered Employee of Cottonwood County. The Jackson County employee providing the service to Cottonwood County is a Jackson County employee and shall be at all times herein considered a Jackson County employee. The Jackson County employee will not be considered a Cottonwood County employee. The Jackson County employee shall be subject to the personnel and other policies of Jackson County.

- VII. Indemnification. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
- VIII. Insurance. In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability with coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers' Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.
- IX. Entire Agreement. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.
- X. Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- XI. Amendments. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this Agreement.
- XII. Notice. Notice shall be given to the other party in writing and may be effectuated by delivery by U.S. Mail at the following addresses: Notice shall be made to Cottonwood County by mailing it to the Cottonwood County Coordinator. Notice shall be made to Jackson County by mailing it to the Jackson County Administrator.

**IN WITNESS WHEREOF**, Cottonwood County and Jackson County have caused this agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the Cottonwood County Board Meeting this 5 day of March, 2024

By:   
Chair of County Board

Attest:  
By:   
Chief Deputy Auditor/Treasurer

Approved at the Jackson County Board Meeting this \_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Chair of County Board

By: \_\_\_\_\_  
County Administrator



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Regular

**Estimated Time:** 5 minutes

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** County Geologic Atlas

**Board Action Request:**

Approve partnership letter with the University of Minnesota to complete a county geologic atlas for Jackson County.

**Background & Comments:**

The University of Minnesota - Minnesota Geological Survey, in cooperation with the MN DNR and individual counties, completes geological surveys in Minnesota. County Geologic Atlases (or CGAs) are the product of the surveys that provide information essential to sustainable management of groundwater resources, for applications such as monitoring, water allocation, permitting, remediation, and well construction. CGAs also define aquifer properties and boundaries, as well as the connection of aquifers to the land surface and to surface water resources. They provide a broad range of information on county geology, mineral resources (including construction materials), and natural history.

78 of Minnesota's 87 counties have had a CGA completed or have one in progress. The only cost to the county is to provide in-kind assistance with locating water wells. A CGA takes 4+ years to complete.

**Attachments:** Background information, project timeline, partnership letter draft

**Fiscal Impact:** None

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

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

# UNIVERSITY OF MINNESOTA

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Twin Cities Campus

Minnesota Geological Survey

2609 Territorial Road  
Saint Paul, MN 55114

Office: 612-626-2969  
Website: [www.mngs.umn.edu/](http://www.mngs.umn.edu/)  
Email: [mgs@umn.edu](mailto:mgs@umn.edu)

June 2, 2023

The Minnesota Geological Survey (MGS) is currently planning future work for the County Geologic Atlas program. This program produces maps and databases that describe the geology and water and mineral resources of a county in forms useful for land use planning and resource management.

The Minnesota Department of Natural Resources, Division of Waters cooperates with us in producing the atlases and funding them. They produce maps and databases focused on the quality, quantity, and sensitivity of water within the aquifers mapped by MGS.

The program supports informed decision-making and helps the counties, municipalities, and other local government units achieve their goals and effectively fulfill their management obligations in a cost-effective manner. Land use planners use geologic atlases to site environmentally sensitive facilities, to plan for the use and protection of natural resources, to guide the implementation of best management practices, and to focus planning efforts and financial resources on those areas where they will have the greatest impact. Water resource planners use the atlases to support decisions about their water supply, to manage contamination, to identify and protect critical recharge zones, to assist in preparing wellhead protection plans, and to regulate well and septic system construction. The atlases are also widely used by state agencies, consultants, well drillers, and land owners. With support from the MGS and DNR, the county will host workshops to summarize and explain the results of the atlases and provide examples of how to use them.

County geologic atlases have been prepared for nearly half of the state and most of the population. The attached map shows our progress to date. No atlas has been created for your county, and this may be an opportunity to make progress on many of the issues identified in your county water plan.

The County Geologic Atlas Program has always required a local contribution to ensure a commitment to the project. Traditionally this contribution was cash, but we are now able to accept in-kind service as an alternative. Counties that have participated recently have taken on project tasks with training and guidance from our staff. This service is reasonable in scope and cost, especially when it leverages hundreds of thousands of dollars in labor and services supported by the state. Most counties take on the task of establishing accurate map locations

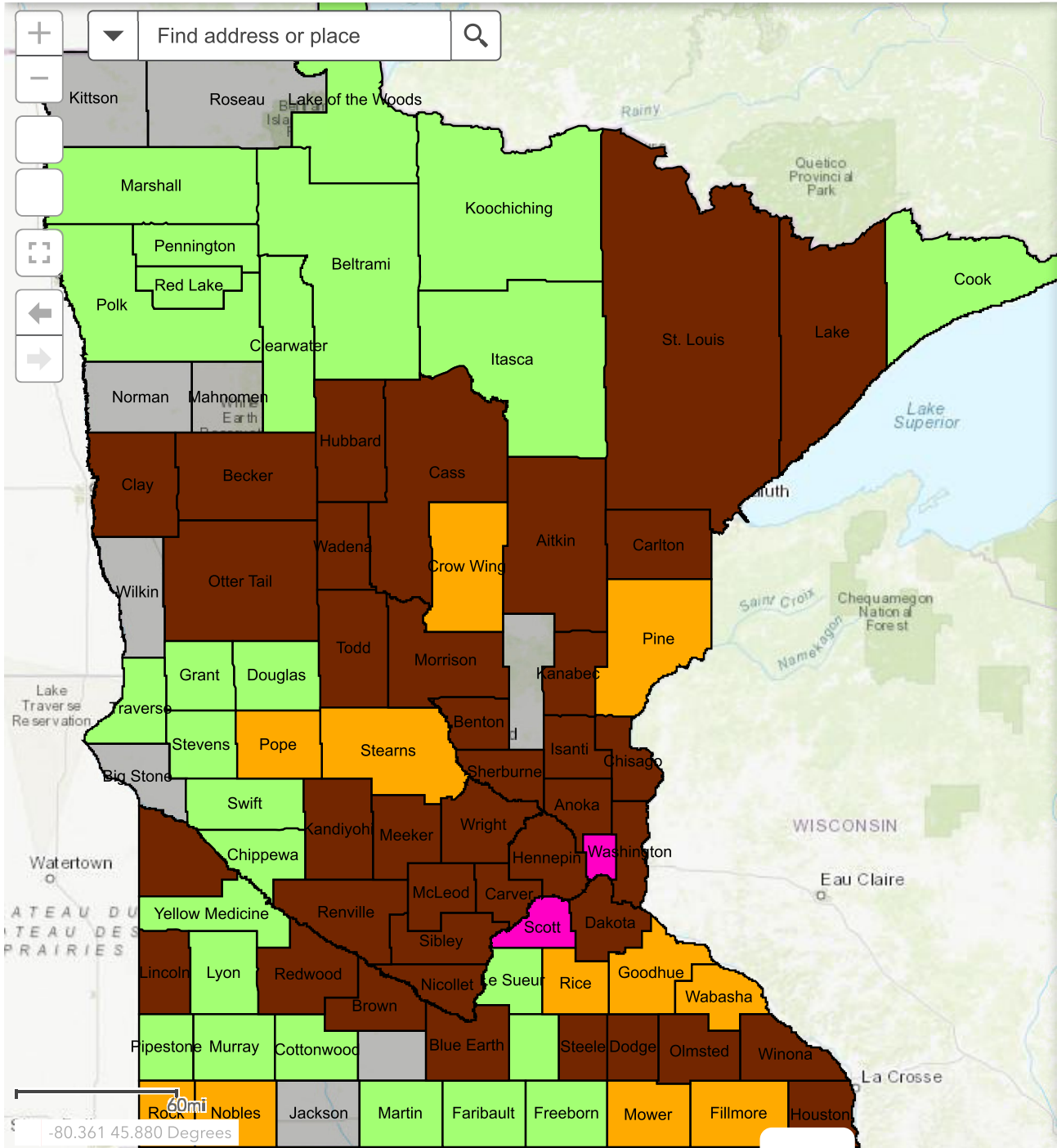
of water wells for which we have construction records. The information on those records is essential to our mapping, but it is not useful without an accurate location. There are several methods of accomplishing this task depending on the resources available to you. I'd be pleased to discuss these options with you, and I can also put you in touch with past program participants who can relate their experiences with the program.

This link <http://conservancy.umn.edu/handle/11299/166713> will open a document that explains the program and its usefulness in some detail. I am available to make explanatory presentations and display atlas products to your county board or water planning committee if that would be helpful to you.

Thank you for your attention. I look forward to discussing this opportunity with you.






Sincerely,  
Barbara

Barbara Lusardi  
Associate Director/Geologist  
Minnesota Geological Survey | [mngs.umn.edu](http://mngs.umn.edu)  
2609 Territorial Road, St. Paul 55114  
University of Minnesota | [umn.edu](http://umn.edu)  
[lusar001@umn.edu](mailto:lusar001@umn.edu) | 612-626-5119  
715-781-0313 (cell)



## Legend

### CGA\_Status

-  No Atlas
-  Being Updated
-  In-progress
-  Complete, PDF and GIS data
-  Complete, PDF, GIS with Sand Model

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
<b>DATABASE</b>	<ul style="list-style-type: none"> <li>Collate well records</li> <li>Train county staff</li> <li>Quality check</li> <li>Enter interpretations</li> <li>Update old logs</li> <li>Acquire MNDOT and other boring logs</li> <li>Create GIS basemap</li> </ul>	<b>BEDROCK TOPOGRAPHY AND DRIFT THICKNESS</b> <ul style="list-style-type: none"> <li>Passive seismic data</li> <li>Process and interpret data</li> <li>Contour topography</li> <li>Derive drift thickness</li> <li>Revise as needed</li> <li>Contour weathered surface</li> <li>Contour younger bedrock surface</li> <li>Draft figures, text</li> </ul>	<ul style="list-style-type: none"> <li>Review existing maps/ data/literature</li> <li>Compile GIS layers</li> <li>Field mapping- describe and sample outcrops</li> <li>describe and sample drill core</li> <li>Acquire geophysics</li> <li>Interpret well records</li> <li>Data entry/interpretation</li> <li>Compile map</li> <li>Draft figures, text</li> </ul>	<ul style="list-style-type: none"> <li>Compile map</li> <li>Draft figures, text</li> <li>Metadata</li> <li>Review, edit, print</li> </ul>
	<ul style="list-style-type: none"> <li>County:</li> <li>Locate water wells</li> </ul>			<b>BEDROCK GEOLOGY</b>
<b>SURFICIAL GEOLOGY</b>	<ul style="list-style-type: none"> <li>Review existing maps/ data/literature</li> <li>Compile GIS layers-- soils, lidar, maps</li> <li>Field mapping- describe and sample gravel pits/exposures</li> <li>drill soils borings</li> <li>Texture and lithologic analyses</li> <li>Data entry/interpretation</li> </ul>	<ul style="list-style-type: none"> <li>Drill soils borings</li> <li>Texture and lithologic analyses</li> <li>Data entry/interpretation</li> <li>Compile map</li> <li>Draft figures, text</li> </ul>	<b>QUATERNARY STRAT (CROSS SECTIONS)</b> <ul style="list-style-type: none"> <li>Describe cuttings</li> <li>Drill rotary sonic cores</li> <li>Log and sample cores</li> <li>Texture and lithologic analyses</li> <li>Data entry/interpretation</li> <li>Set up cross section elements</li> <li>Draw cross sections</li> <li>Review and revise</li> </ul>	<b>SAND MODELS</b> <ul style="list-style-type: none"> <li>Convert cross sections to grid data</li> <li>Define unit outlines</li> <li>Review and revise</li> <li>Build surfaces</li> <li>Draft figures, text</li> <li>Metadata</li> <li>Review, edit, print</li> </ul>

\*This is a representation of most of the tasks involved in creating a geologic atlas. Additional tasks may be included as necessary. Timing of individual tasks may depend on completion of specific other tasks ahead of time. Locating of water wells is an essential task that needs to be underway before MGS can begin any tasks.

# UNIVERSITY OF MINNESOTA

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Twin Cities Campus

Minnesota Geological Survey

2609 Territorial Road  
Saint Paul, MN 55114-1009  
612-626-5119  
Website: [www.geo.umn.edu/mgs](http://www.geo.umn.edu/mgs)  
Email: [mgs@umn.edu](mailto:mgs@umn.edu)

January 17, 2019

[County Administrator]  
[Administrative Services Office]  
[Courthouse]  
[ADDRESS]  
[County Seat, MN 56353]

Dear County Administrator,

This letter describes our expectations for creating a geologic atlas of [YOUR] County. The atlas will provide objective information useful to understanding and managing the natural resources of your county. Although this arrangement does not involve any transfer of funds between [YOUR] County and the Minnesota Geological Survey (MGS), it will require both parties to expend resources and effort, and both must successfully complete certain tasks to attain the goals of the project.

I wish to be clear that all MGS participation is dependent on funding from the Legislative and Citizen's Commission on Minnesota Resources (LCCMR), or other State sources. If that funding is not provided, or is not sufficient, the project will not be completed. Such funding is anticipated at this time.

Your office, other offices of [YOUR] County, or other local parties, will establish accurate locations for water wells for which construction records are available. Staff of the Minnesota Geological Survey will review the locations to ensure they meet standards, and MGS will conduct quality checks to assure the accuracy of the locations.

The MGS will provide comprehensive geologic mapping and associated databases for [YOUR] County. This will likely include maps of the bedrock geology, bedrock topography, surficial geology, thickness of the glacial materials, and also illustrations or other means to describe the glacial materials between the land surface and the bedrock surface. The completeness and resolution of these maps and databases are dependent on the distribution of data, mostly from the water well records. MGS will deliver these products as printed plates, as portable document files (pdfs), and as geographic information system files.

The County Geologic Atlas Program has been continuously funded for over 30 years, and we have no reason to expect a disruption. However, the delivery date for products is funding

dependent. We are generally able to deliver our products in 3 or 4 years from the date of initiation.

A complete atlas is made up of two parts – geology (prepared by MGS) plus groundwater (prepared by DNR). Following the completion of the geologic mapping by MGS, the Minnesota Department of Natural Resources will begin work on the groundwater portion of the atlas. The groundwater atlas provides detailed information specifically about groundwater resources of the county including availability, pollution sensitivity, recharge areas, chemistry, surface water and groundwater connections and groundwater flow pathways. The groundwater atlas is another long-standing aspect of the program, but MGS cannot guarantee funding or participation by DNR at this point. DNR will be in contact as the project progresses.

I believe that this project will provide information essential to managing the water and mineral resources of [YOUR] County, to the benefit of its citizens. I appreciate your willingness to share this work with us. Please indicate your agreement with the expectations above by signature, and return one copy to me. Thank you for your support of this project.

Sincerely,

Barbara A. Lusardi  
Geologist, Associate Director

, Administrator  
[YOUR] County

cc: Paul Putzier, DNR Supervisor, County Groundwater Atlas



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Consent

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

**Department:** Auditor/Treasurer

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

**Recommendation:** Approve

**Item:** Approve Drainage Authority Board Minutes of March 19, 2024

**Board Action Request:**

**Background & Comments:**

**Attachments:** Minutes Draft

**Fiscal Impact:** \_\_\_\_\_

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

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

**PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA**  
**March 19, 2024**

**DRAFT**

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on March 19, 2024.

Jackson County Drainage Authority Present

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

Others Present

Drainage Supervisor Dave Macek, Drainage Coordinator Kelly Rasche, John Kolb-Attorney Rinke Noonan, County Administrator Ryan Krosch, Kyle Werning and Chris Adams-ISG Engineering.

Online present: Scott Henderson H2Over Viewers

Public Present: Mike Ambrose and Gary Elsbecker

**CALL TO ORDER**

Drainage Authority Board Chair Don Wachal called the meeting order at 9:45 a.m.

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

**CONSENT AGENDA**

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

2.1 **Approval of Minutes of March 5, 2024**

**REGULAR AGENDA**

3.1 **Board Action – 10:00 a.m. Judicial 32 Redetermination of Benefits Continuation Hearing** – Chair Wachal opened the hearing at 10:00 a.m. This hearing is a continuation from February 20, 2024. Notices for affected landowners were mailed on March 6, 2024. Notice was also posted. Benefited acres of the system is 5,684 with a value of \$7,034,505.18. This is a net change from the original presented benefit of \$35,000. Buffer damages for the system is 1.78 acres at a payment of \$146.22.

Chair Wachal opened for public comment at 10:11 a.m. Mike Ambrose addressed the board with a concern for parcel 20.008.0850 being included in the JD 32 system as a portion of this property is on the CD 128 benefits roll. This parcel is located in the SWNW of Section 8. Chair Wachal closed the public comment for the hearing.

The Findings and Order for the adoption of the Redetermination of Benefits for Judicial Ditch 32, with a modification for the Ambrose property, was approved with a motion by Commissioner McClure and a second by Commissioner Eigenberg, all commissioners yes, motion carried.

Chair Wachal closed the hearing at 10:27 a.m.

3.2 **Board Action – 10:15 a.m. Judicial Ditch 8 Access Easement Parcel 13.013.0250** – Chair Wachal opened the hearing at 10:27 a.m. (Additional attendees: Chris Butzon and Mary Chonko). Attorney Kolb gave a brief presentation of the Final Certificate of Drainage System Access Easement. Notice of this hearing was mailed to affected landowners on March 8, 2024. A Final Certificate of Drainage System Access Easement was presented

that is favorable to the landowner (Mary Chonko), Attorney Kolb recommends the board approve the easement certificate. The damages payment of \$12,500 is the request of the landowner.

Chair Wachal opened the public comment period of the hearing at 10:30 a.m. No public comment was heard. Chair Wachal closed the public comment period.

The Findings and Order for the approval of the Final Certificate of Drainage System Access Easement and the payment of \$12,500 in damages was approved with a motion by Commissioner Pohlman with a second by Commissioner McClure, all yes, motion carried.

Chair Wachal closed the hearing at 10:35 a.m.

**3.3 Board Action – 10:30 a.m. Judicial Ditch 35 Repair Closeout Hearing** – Chair Wachal opened the hearing at 10:35 a.m. (Additional attendees: Brad Anderson, Darren Johnson, Mike Buresch, Craig Rubis, and Wayne Fischer). Attorney Kolb reviewed the purpose of the hearing which is for the board to hear comment on the project to accept the work, consider any additional damages for the project and consider the final pay request of the contractor. Rasche reported notice of the hearing was sent to landowner as state statute requires (mailed 03-06-2024) and posted. Engineer Kyle Werning of ISG presented the closeout report to the commissioners. The report included recommendation of final payment to the contractor in the amount of \$49,557.62, contingent on the receipt of all final paperwork from said contractor and payment of damages for the project. 2023 temporary damages rates are \$500 Non-Crop/Grass, \$675 Soybeans and \$1,000 Corn.

Chair Wachal opened the public comment portion of the hearing at 10:48 a.m. Brad Anderson on behalf of Marc Fischer inquired on the payment of damages for his parcel. Damages were considered and are included in the report for his parcel. Darren Johnson asked if damages had been paid yet. Rasche reported they have not been paid. They will be processed with the approval of this hearing. Landowners have 30 days from this approval to dispute the damages, if they are dissatisfied with the recommendation. Craig Rubis asked if there would be additional assessment costs for the landowners for this repair. Rasche reported the assessment has been established and no additional assessment is expected. Chair Wachal closed the public comment for the hearing.

The Findings and Order accepting the project and authorizing final payment to the contractor were presented and approved with a motion by Commissioner Nasby and a second by Commissioner Wachal, all yes, motion carried.

Chair Wachal closed the hearing at 11:01 a.m.

#### 4.1 Drainage Coordinator Report

### ADJOURN

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Pohlman** to adjourn the meeting. The motion carried unanimously.

Approved this \_\_\_ day of \_\_\_\_\_ 2024

JACKSON COUNTY DRAINAGE AUTHORITY

\_\_\_\_\_  
Don Wachal, Drainage Authority Chair

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



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

**Requested Board Date:** 04/02/2024

**Agenda Type:** Consent

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

**Department:** Auditor/Treasurer

**Presenter:** Rasche

**Recommendation:** Approve

**Item:** Judicial Ditch 13 Phase 2 McCarty Custom Inc Pay Request #1

**Board Action Request:**

Approve Pay Request #1 Phase 2 of JD 13 in the amount of \$15,532.36, including and authorize payment

**Background & Comments:**

Jackson County is the lead county for joint Judicial Ditch 13 with Nobles County. This is Phase 2 of the project with a contractor bid amount of \$329,273.

This pay request brings the total paid to the contractor \$15,532.36. This contract is approximately 5% complete.

**Attachments:** Pay Request Details

**Fiscal Impact:** The system is responsible for the costs of the project

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

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

ISG	<b>Contractor's Application for Payment No. 1</b>	
	Application Period: 3/7/2024 - 3/21/2024	Application Date: 3/26/2024
To: Jackson & Nobles Counties (Owner): Joint Drainage Authority 53053 780th St Jackson, MN 56143	From: McCarty Custom, Inc. (Contractor): 1760 440th St Linn Grove, IA 51033	Via: ISG (Engineer): Chuck Brandel 115 E Hickory St. Suite 300 Mankato, MN 56001
Project: Jackson & Nobles Judicial Ditch No. 13 Phase 2 Improvement	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No. 15932.8

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE.....	\$ 329,273.00
2. Net change by Change Orders.....	\$ -
3. Current Contract Price (Line 1 ± 2).....	\$ 329,273.00
4. Completed Bid Items (Column J total on Completed Items)	\$ 17,495.00
5. Completed Change Order Items (Column K total on Change Order Items)	\$ -
6. Temporary Withholdings (Column L on Temporary Withholdings)	\$ (612.00)
7. Stored Materials (Column L total on Stored Materials)	\$ -
8. TOTAL COMPLETED AND STORED TO DATE LESS TEMPORARY WITHHOLDINGS	\$ 16,883.00
9. RETAINAGE:	
a. 8.0% X \$ 16,883.00 Work Completed (Line 4+5+6).....	\$ 1,350.64
b. 8.0% X \$ - Stored Material (Line 7).....	\$ -
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 1,350.64
10. AMOUNT ELIGIBLE TO DATE (Line 8 - Line 9.c).....	\$ 15,532.36
11. LESS PREVIOUS PAYMENTS (Line 10 from prior Application).....	\$ -
12. AMOUNT DUE THIS APPLICATION.....	\$ 15,532.36
13. BALANCE TO FINISH, PLUS RETAINAGE (Column L total on Completed Items + Column M Total Change Order Items + Column L on Temporary Withholdings + Line 9.c above).....	\$ 313,740.64

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**  
By: McCarty Custom Inc. by amr Date: 3/26/24

Payment of: \$15,532.36  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Chuck Brandel 3/26/2024  
(Engineer) (Date)

Payment of: \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date)  
(Owner)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)

Completed Bid Items



Jackson & Nobles Judicial Ditch No. 13  
Phase 2 Improvement  
Jackson & Nobles Counties

Pay Request 1  
3/7/2024 To 3/21/2024

A	B	C	D	E	F	G	H	I	J	K	L	M
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining	Over/Under Estimate
01.7113.1000.01	MOBILIZATION	LS	1.00	\$ 38,500.00	\$ 38,500.00	0.25	\$ 9,625.00	0.25	\$ 9,625.00	0.75	\$ 28,875.00	\$ -
33.0513.1000.02	INSTALL BAR GUARD ASSEMBLY (18-INCH DROP INTAKES)	EA	5.00	\$ 1,500.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	5.00	\$ 7,500.00	\$ -
33.0513.1000.02	FURNISH & INSTALL WATER QUALITY INLET	EA	4.00	\$ 2,500.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	4.00	\$ 10,000.00	\$ -
33.0513.1000.02	INSTALL DROP INTAKE (18-INCH)	EA	14.00	\$ 1,500.00	\$ 21,000.00	0.00	\$ -	0.00	\$ -	14.00	\$ 21,000.00	\$ -
33.0513.1000.02	CAP DROP INTAKE (18-INCH)	EA	9.00	\$ 1,500.00	\$ 13,500.00	0.00	\$ -	0.00	\$ -	9.00	\$ 13,500.00	\$ -
33.0523.1000.03	DIRECTIONAL DRILL OR BORE 15-INCH PIPE	LF	95.00	\$ 310.00	\$ 29,450.00	0.00	\$ -	0.00	\$ -	95.00	\$ 29,450.00	\$ -
33.0523.1000.03	DIRECTIONAL DRILL OR BORE 10-INCH PIPE	LF	85.00	\$ 295.00	\$ 25,075.00	0.00	\$ -	0.00	\$ -	85.00	\$ 25,075.00	\$ -
33.0523.1000.03	SAND OR CLSM FILL PIPE UNDER ROAD (6-INCH)	LF	154.00	\$ 25.00	\$ 3,850.00	0.00	\$ -	0.00	\$ -	154.00	\$ 3,850.00	\$ -
33.4510.1000.00	MAJOR UTILITY CROSSING (GAS)	EA	6.00	\$ 2,000.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	6.00	\$ 12,000.00	\$ -
33.4510.1000.02	CONNECT EXISTING 12-INCH TILE	EA	3.00	\$ 1,250.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -	3.00	\$ 3,750.00	\$ -
33.4510.1000.02	CONNECT EXISTING 10-INCH TILE	EA	3.00	\$ 1,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	3.00	\$ 3,000.00	\$ -
33.4510.1000.02	CONNECT EXISTING 8-INCH TILE	EA	10.00	\$ 750.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	10.00	\$ 7,500.00	\$ -
33.4510.1000.02	CONNECT EXISTING 6-INCH TILE	EA	10.00	\$ 500.00	\$ 5,000.00	2.00	\$ 1,000.00	2.00	\$ 1,000.00	8.00	\$ 4,000.00	\$ -
33.4510.1000.02	CONNECT EXISTING 4-INCH TILE	EA	12.00	\$ 500.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	12.00	\$ 6,000.00	\$ -
33.4510.1000.02	8-INCH CROSS-CONNECT W/40 LF OF SPECIFIED PIPE	EA	1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	1.00	\$ 1,500.00	\$ -
33.4510.1000.02	REMOVE EXISTING DROP INTAKE	EA	3.00	\$ 1,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	3.00	\$ 3,000.00	\$ -
33.4510.1000.03	18-INCH AGRICULTURAL TILE	LF	3800.00	\$ 17.00	\$ 64,600.00	360.00	\$ 6,120.00	360.00	\$ 6,120.00	3440.00	\$ 58,480.00	\$ -
33.4510.1000.03	15-INCH AGRICULTURAL TILE	LF	1389.00	\$ 12.00	\$ 16,668.00	0.00	\$ -	0.00	\$ -	1389.00	\$ 16,668.00	\$ -
33.4510.1000.03	12-INCH AGRICULTURAL TILE	LF	3060.00	\$ 9.00	\$ 27,540.00	0.00	\$ -	0.00	\$ -	3060.00	\$ 27,540.00	\$ -
33.4510.1000.03	10-INCH AGRICULTURAL TILE	LF	1045.00	\$ 7.00	\$ 7,315.00	0.00	\$ -	0.00	\$ -	1045.00	\$ 7,315.00	\$ -
33.4510.1000.03	8-INCH AGRICULTURAL TILE	LF	1080.00	\$ 5.00	\$ 5,400.00	0.00	\$ -	0.00	\$ -	1080.00	\$ 5,400.00	\$ -
33.4510.1000.03	INSTALL 8-INCH PERFORATED TILE	LF	215.00	\$ 5.00	\$ 1,075.00	0.00	\$ -	0.00	\$ -	215.00	\$ 1,075.00	\$ -
33.4510.1000.07	GRANULAR PIPE FOUNDATION	CY	261.00	\$ 50.00	\$ 13,050.00	0.00	\$ -	0.00	\$ -	261.00	\$ 13,050.00	\$ -
33.4510.1000.10	TILE INVESTIGATION	HR	24.00	\$ 125.00	\$ 3,000.00	6.00	\$ 750.00	6.00	\$ 750.00	18.00	\$ 2,250.00	\$ -
					\$ 329,273.00		\$ 17,495.00		\$ 17,495.00		\$ 311,778.00	\$ -

## Temporary Withholdings



Jackson & Nobles Judicial Ditch No. 13  
Phase 2 Improvement

Jackson & Nobles Counties

Pay Request **1**  
3/7/2024 To 3/21/2024

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity Installed To Date	Amount Installed To Date	Temp Withholding %	Temp Withholding Amount	Amount Released	Amount Remaining
33.4510.1000.03	18-INCH AGRICULTURAL TILE	LF	3800.00	\$ 17.00	\$ 64,600.00	360.00	\$ 6,120.00	10%	\$ 612.00	\$ -	\$ 612.00
33.4510.1000.03	15-INCH AGRICULTURAL TILE	LF	1389.00	\$ 12.00	\$ 16,668.00	0.00	\$ -	10%	\$ -	\$ -	\$ -
33.4510.1000.03	12-INCH AGRICULTURAL TILE	LF	3060.00	\$ 9.00	\$ 27,540.00	0.00	\$ -	10%	\$ -	\$ -	\$ -
33.4510.1000.03	10-INCH AGRICULTURAL TILE	LF	1045.00	\$ 7.00	\$ 7,315.00	0.00	\$ -	10%	\$ -	\$ -	\$ -
33.4510.1000.03	8-INCH AGRICULTURAL TILE	LF	1080.00	\$ 5.00	\$ 5,400.00	0.00	\$ -	10%	\$ -	\$ -	\$ -
					<b>\$ 121,523.00</b>				<b>\$ 612.00</b>		<b>\$ 612.00</b>