



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

Tuesday, May 19, 2026 9:00 A.M.

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

- 8:30 a.m. Department Visit – County Auditor/Treasurer
- 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 May 5, 2026 Board of Commissioner Regular Meeting Minutes
2.2. Board Action – Approve Claims
2.3. Board Action – City of Jackson 2026 Street/Utility Projects Bonding Tax Abatement Request
2.4. Board Action – Engineering Services for Bridges 93293 & 32503
2.5. Board Action – Donation from DAV Chapter 32
2.6. Board Action – Civil Engineer Job Description
2.7. Board Action – Fog Seal Oil Quotes
2.8. Board Action – Lincoln Pipestone Rural Water System Joint Powers Agreement
- Unscheduled Committee and Board Reports
- Unscheduled Adjourn Commissioners’ Meeting
- Unscheduled Call the Drainage Authority Meeting to Order
1.1. Adoption of Agenda
- Unscheduled Consent Agenda
2.1. Board Action – Approve May 5, 2026 Drainage Authority Regular Meeting Minutes
- Unscheduled Adjourn Drainage Authority Meeting

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA
May 5, 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 May 5, 2026. The following members of the Jackson County Board of Commissioners were present: Don Wachal, Phil Nasby, Kent Bargfrede, Roger Pohlman 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

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

Motion was made by Commissioner Bargfrede and seconded by Commissioner Pohlman 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 26-064 – Approve April 21, 2026 Board of Commissioner Regular Meeting Minutes.

Board Action 26-065 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 113507-113615 in the amount of \$1,759,661.32 for the following funds: Revenue, \$483,089.10; Public Works, \$276,474.97; 2013A GO Capital Improvement Bonds, \$987,534.58; Ditch, \$8,716.13; Library, \$3,580.54; and Taxes & Penalties, \$266.00. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
Grazzini Brothers & Company	307,774.35
Peterson Sheet Metal, Inc	289,040.93
Pietsch Construction, Inc	246,609.55
Master Electric Co, Inc	159,701.52
CRYTEEL MANUFACTURING INC.	156,197.00
Olympic Fire Protection Corp	95,865.75
ISG	49,915.00
Minnkota Architectural Products Co., Inc	47,880.00
Fransen Decorating, Inc	44,571.15
W.L. Hall Company	42,450.75
Contegrity Group Inc	40,703.90
Palmer Soderberg, Inc.	40,639.10
Marshall Machine Shop, Inc	33,307.00
NAC Mechanical & Electrical Service	30,599.60
Surplus Services	29,350.00
J&K Masonry	9,500.00
Patriot Erectors, Inc	9,500.00
Wold Architects and Engineers	8,634.88
Jackson/City Of	7,597.98
Ziegler Inc.	6,578.90
Marsden Bldg Maintenance LLC	5,911.18
Advanced Drainage Systems	4,897.26
Verizon Wireless	4,885.98
American Solutions For Business	4,827.00

THOMPSON/HORACE	4,677.00
Sanford Health - Sioux Falls	4,333.50
Schaap Sanitation	4,052.50
Collins Engineers, Inc.	3,996.50
CentralSquare Technologies, LLC	3,926.03
Minnesota Energy Resources	3,534.04
DSC Communications	3,500.00
Iowa Great Lakes Doors Inc	3,093.00
Benson Funeral Home	2,705.00
Noomen Excavating LLC	2,669.96
Rons Electric Inc	2,503.68
KUXX/KKOJ	2,310.00
Jackson Soil & Water Conservation Dist.	2,295.00
MDI Worldwide	2,038.00
Total Claims Over \$2000	1,722,572.99
95 Claims Under \$2000	37,088.33
Total Submitted to Board	1,759,661.32

Board Action 26-066 – Approve \$900 grant agreement for the Jackson Library System from the Southwest Initiative Foundation and Jackson Area Community Foundation.

Board Action 26-067 – Re-appoint Shawn Foster to a three-year term on the Jackson County RLF Advisory Board effective May 19, 2026.

Resolution 26-009 – Reappoint Darrell Pettis as Interim County Engineer.

County of Jackson)
) SS.
State of Minnesota)

Resolution No. 26-009

Resolution Re-appointing Darrell Pettis as Interim County Engineer

WHEREAS, Minnesota Statute 163.07 states the county board of each county shall appoint and employ, a county highway engineer; and

WHEREAS, Minnesota Statute 163.07 states the county highway engineer shall be a registered highway or civil engineer, registered under the laws of the state of Minnesota; and

WHEREAS, Minnesota Statute 163.07 states the county board may appoint a new county engineer for a term of only one year. All re-appointments shall be for a term of four years, and shall be made in May of the year in which the term expires; and

WHEREAS, while recruiting a full-time county highway engineer the Jackson County Board appointed Darrell Pettis as an interim, part-time county highway engineer on July 15, 2025; and

WHEREAS, Darrell Pettis is a registered civil engineer under the laws of Minnesota; and

WHEREAS, Darrell Pettis has agreed to be re-appointed as Jackson County’s interim, part-time county highway engineer.

NOW, THEREFORE, BE IT RESOLVED, the Jackson County Board of Commissioners reappoints Darrell Pettis as Jackson County Interim Highway Engineer for a four-year term effective May 5, 2026.

BE IT FURTHER RESOLVED, Darrell Pettis’ appointment shall end upon the appointment of a full-time county highway engineer or termination of Pettis’ employment agreement, whichever occurs first.

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

Mike Frank, ITC Midwest, Local Government & Community Affairs Area Manager and Dan Leshner, Great River Energy, Transmission Permitting & Land Rights provided an update on the PowerOn Midwest transmissison project.

COUNTY ADMINISTRATOR

Chair Wachal opened the public hearing to receive comments regarding amendments to Ordinance No. 105: An Ordinance Regulating a Subsurface Septic Treatment System Loan Program at 9:32 a.m.

There were no public comments.

Chair Wachal declared the public hearing closed at 9:32 a.m.

Motion was made by Commissioner Pohlman and seconded by Commissioner Bargfrede to adopt Board Action 26-068 – Approve amendments to Ordinance No. 105: An Ordinance Regulating a Subsurface Septic Treatment System Loan Program. The motion carried unanimously.

ORDINANCE NO. 105 AN ORDINANCE REGULATING A SUBSURFACE SEPTIC TREATMENT SYSTEM LOAN PROGRAM - SUMMARY

ORDINANCE NUMBER 105

AN ORDINANCE REGULATING A SUBSURFACE SEPTIC TREATMENT SYSTEM LOAN PROGRAM
The following is a summary, pursuant to Minnesota State Statutes 375.51 and 331A.01, of AN ORDINANCE REGULATING A SUBSURFACE SEPTIC TREATMENT SYSTEM LOAN PROGRAM:

The purpose of this ordinance is to provide for the creation of a public loan program that assists property owners to finance the site evaluation, design, installation, repair and replacement of individual sewage treatment systems. Pursuant to Minnesota Statutes, section 375.51 and 115.57, the County Board of Jackson County ordains:

Significant amendments:

ELIGIBILITY. The loan cannot be used to facilitate new building construction. New building construction includes increasing capacity of a subsurface sewage treatment system beyond what is reasonably required to serve existing buildings and lots in existing recorded plats. The estimated market value of this property must be equal to or exceed twice the amount of the loan.

LOAN TERMS. The maximum amount of the loan shall be 100% of the necessary SSTS construction costs.

EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its adoption and publication as required by law. This ordinance shall remain in effect until modified or repealed as provided by law.

This is only a summary. The full ordinance is available for public inspection during regular office hours at the Jackson County Administrator's Office or by standard or electronic mail. Contact the Jackson County Administrator, 405 Fourth Street, Jackson, MN, 56143, office hours 8 a.m. – 4:30 p.m. M-F, telephone (507) 847-4182 or email county.administrator@co.jackson.mn.us.

LAND MANAGEMENT/SWCD

Motion was made by Commissioner Nasby and seconded by Commissioner Bargfrede to adopt Board Action 26-069 – Approve Conditional Use Permit for Property Owner/Applicant: Isaiah and Christine Schmid, Property Location: Pt NE1/4 SE1/4; Section 28, Ewington Township, Parcel Number: 07.028.0800, Property Address: 77397 340th Ave; Worthington, MN 56187 to include:

A gunsmithing business out of a space in an existing garage with the business primarily involving repairing and servicing firearms. While some of the firearms would need to be fired to test them, the business would not include a shooting range. It is not intending to be a retail business, although from time to time, may act as an intermediary in gun sales (holding a weapon during the mandatory time which is required for a gun sale and transferring it to the new owner). This permit will also include manufacturing, due to things like placing a new barrel on an old gun meets the manufacturing definition from the Alcohol, Tobacco, and Firearms (ATF). There will not be production of new weapons from this business.

With the following four conditions:

1. All County, State, and Federal laws, regulations, and ordinances shall be complied with. All necessary permits, licensures, and certifications, including but not limited to any that may be required by the Minnesota Pollution Control Agency, Minnesota Department of Natural Resources, Minnesota Department of Labor and Industry, Minnesota Department of Health, Minnesota Department of Transportation, Jackson County Soil and Water Conservation District, or Jackson County shall be secured and maintained.
2. The performance standards outlined in Jackson County's Development Code shall be complied with. In particular, but not limited to: Sections 703, Refuse; 704, Screening; 706, Glare; 707, Parking; 726, Access Drives and Access; 729, Sign Regulations.
3. Refuse: All waste material, debris, refuse (as defined in the Jackson County Solid Waste Ordinance) or garbage shall be kept in an enclosed building or properly contained in a closed container designed for such purposes.
4. All refuse and waste must be properly disposed of. No on-site burning or burial of any materials. Any hazardous waste must be disposed of in a manner consistent with the Minnesota Pollution Control Agency's regulations.

The motion carried unanimously.

COUNTY ADMINISTRATOR

Motion was made by Commissioner Nasby and seconded by Commissioner Wachal to adopt Board Action 26-070 – Approve the Finance Director and Assistant Finance Director job descriptions. The motion carried unanimously.

BOARD REPORTS

Commissioner Pohlman had no meetings/events to reported on.

Commissioner Nasby reported on meetings/events involving Extension and Public Health Advisory Council.

Commissioner Wachal reported on meetings/events involving Nuts, Bolts & Boardrooms Conference by AMC.

Commissioner Liepold reported on meetings/events involving Extension, UCAP, and GBERBA.

Commissioner Bargfrede reported on meetings/events involving SRDC, Planning and Zoning Board, and JD 9, 13, and 24.

ADJOURN

Chair Wachal adjourned the meeting at 9:59 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: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: City of Jackson 2026 Street/Utility Projects Bonding Tax Abatement Request

Board Action Request:

Deny City of Jackson's 2026 Street/Utility Projects Bonding Tax Abatement Request

Background & Comments:

The City of Jackson intends to use tax abatement bonds to fund its 2026 street and utility projects. The statutes for this type of bond financing state that if one of the other taxing jurisdictions in the tax abatement bond project area denies the tax abatement request, the City can extend the term of the bond repayment from 15 years to 20 years. As this request does not meet the county's policies for granting an abatement, I recommend providing the City with the attached denial letter.

Attachments: Letter

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



May 11, 2026

City of Jackson
Attn: Bret Heitkamp, City Administrator
80 West Ashley Street
Jackson, MN 56431

RE: City of Jackson, MN - Tax Abatement Participation Request
2026 Street/Utility Reconstruction Project

Dear Mr. Heitkamp:

Per your request I have reviewed the feasibility of having Jackson County participate in the proposed tax abatement that would be used to partially fund the street and utility projects that are a part of the 2026 Street & Utility Reconstruction Project of the City of Jackson. At this time Jackson County finds that the proposed project is not within its policy or budget for the use of tax abatement and does not intend to financially participate in the project through the use of tax abatement.

Please feel free to contact me if I can be of any additional assistance in discussing this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Krosch", is written over a light blue horizontal line.

Ryan Krosch
Jackson County Administrator



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Engineering services for bridges 93293 & 32503

Board Action Request:

Requesting the board to approve the service proposals from Erickson Engineering to provide Engineering services for replacement of bridges 93293 & 32503

Background & Comments:

Bridge 93293 is on CSASH 3 in Section 16 of Round Lake Township.

Bridge 32503 is on County Road 68 in Section 31 of Hunter Township.

Attachments: Services proposal and Location pictures

Fiscal Impact: CSAH 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



**ERICKSON
ENGINEERING**

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344

ph 952-929-6791
fx 952-929-2909

info@ericksonengineering.com
www.ericksonengineering.com

Chad Darnell, P.E.
612-249-0827 direct line
cdarnell@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

JACKSON COUNTY

and

ERICKSON ENGINEERING CO., LLC

for Replacement of

Bridge 93293 on CSAH 3, crossing West Fork Little Sioux River

Sec 17, T 101 N, R 38 W

Erickson Engineering Agreement 26028, May 8, 2026

CONTENTS

A	PROJECT DESCRIPTION	1
B	SERVICES	2
	1.0 Survey.....	2
	2.0 Hydraulics.....	2
	3.0 Preliminary Design - Structure Options.....	2
	4.0 Permit Coordination	3
	5.0 Wetland Delineation.....	3
	6.0 Culvert Design / Plans	3
	7.0 Roadway Design and Plans	3
C	COMPENSATION	4
D	TIMELINE	5
E	TIME AND MATERIALS RATES	5
F	GENERAL CONDITIONS	6
G	AUTHORIZATION	8

A PROJECT DESCRIPTION

We have visited the bridge site and reviewed the project information provided by the County. A brief description of existing conditions and proposed alternatives is included as follows.



Bridge 93293



Bridge 93293 – Looking North

Jackson County is planning to replace Bridge 93293. The bridge crosses the West Fork Little Sioux River and consists of two (2) 9 ft-4 in span by 6 ft-3 in rise corrugated steel pipe arch culverts, with a 64-ft barrel length. The structure was built in 1977 and is in fair condition with a load posting.

The anticipated replacement is two (2) lines of precast concrete box culvert (RCB). Based on the combined hydraulic opening of the two existing pipe arch culverts, two (2) 10 ft span by 6 ft rise precast concrete box culverts are estimated.

The actual culvert size, barrel length, and grade raise will be verified after completion of the hydraulic analysis and consultation with the County.

We estimate approximately 200 ft of approach roadway construction will be required on each end of the new structure. The road will be closed during construction and a detour route included in the plans, if needed.

B SERVICES

Erickson Engineering Co., LLC, agrees to provide the following services to Jackson County in connection with the aforementioned project, according to the terms of this agreement.

In this document, “Client” refers to Jackson County and “Consultant” refers to Erickson Engineering Co., LLC.

1.0 Survey

- 1.1 The Consultant shall perform field survey work for the existing bridge and roadway approaches, and obtain information needed to complete the bridge survey sheets according to the MnDOT State Aid Manual.

2.0 Hydraulics

- 2.1 The Consultant shall prepare a hydraulic flood analysis of the stream crossing. The analysis will contain data required by State and Federal agencies, including a risk assessment and a scour analysis. The hydraulic analysis will be based on steady, gradually-varied peak flow conditions for all flood frequency events analyzed.

3.0 Preliminary Design - Structure Options

- 3.1 The Consultant shall prepare and submit to the Client preliminary design information of suggested options for determining a replacement structure. The preliminary design information

will include general features, dimensions, cost estimate, and grade raise for each recommended option.

4.0 Permit Coordination

- 4.1 The Consultant shall apply for required permits from regulating agencies (DNR, COE, MPCA, BWSR). *The Client shall pay the permit fees.*

5.0 Wetland Delineation

- 5.1 The Consultant shall retain Aquatic EcoSolutions to perform a wetland delineation, prepare a delineation report, and attend onsite TEP review meeting. The cost of the delineation and report is included in section C – Compensation.

6.0 Culvert Design / Plans

- 6.1 The Consultant shall prepare an engineering design for the proposed structure. The anticipated replacement structure is two (2) lines of 10 ft wide by 6 ft tall precast concrete box culvert. The Consultant shall design the structure to conform to current AASHTO Design Specifications and MnDOT standards.
- 6.2 The Consultant shall prepare preliminary and final culvert plans in AutoCAD and submit in dwg and pdf format. The Consultant shall prepare the plans according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction.
- 6.3 The Consultant shall prepare the Division SB special provisions, construction cost estimate, SA plan review checklist, and load rating for the proposed structure.
- 6.4 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

7.0 Roadway Design and Plans

- 5.2 The Consultant shall prepare preliminary and final roadway plans in AutoCAD format and submit to the Client in dwg and pdf format. These plans will show the geometric design of the roadway, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, drainage, erosion control, easements, right-of-way, traffic control, detour route, plotting of finished cross-sections, and quantities. We anticipate approximately 400 ft of approach roadway reconstruction will be required at the bridge site.
- 5.3 The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP).
- 5.4 The Consultant shall prepare a construction cost estimate and special provisions for the approach roadway construction.
- 5.5 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval.

C COMPENSATION

Compensation for the work described will be on a Cost Plus (Time and Materials) basis, which includes Erickson Engineering’s profit. Erickson Engineering’s Time and Materials rates are included in Section E of this proposal.

A task, labor hours, and cost breakdown has been prepared and is listed in Table 1.

TABLE 1 Engineering Services for Bridge 32503, Jackson County, MN Erickson Engineering Co., LLC Task, Labor Hours, and Cost Breakdown								
Services	Rate						Hours	Fee
		\$190.00	\$160.00	\$130.00	\$151.00	\$105.00		
		Engineering Manager	Senior Project Engineer	Project Engineer	Senior Technician	Engineering Technician		
1.0 Survey				13		21	34	\$3,895.00
2.0 Hydraulics				24			24	\$3,120.00
3.0 Preliminary Design - Structure Options				4			4	\$520.00
4.0 Permit Coordination				8			8	\$1,040.00
6.0 Culvert Design / Plans	2	8	56	4	40		110	\$13,744.00
7.0 Roadway Design / Plans	2	2	32		48		84	\$9,900.00
Subtotal / Hours		4	10	137	4	109	264	\$32,219.00
5.0 Wetland Delineation (Aquatic EcoSolutions)								\$1,800.00
							TOTAL FEE	\$34,019.00

Estimated permit fees: \$400 (DNR), \$0 (COE), \$400 (MPCA)

Conditions and Payment Schedule

Erickson Engineering (Consultant) may request progress payments for “Cost Plus” services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to the Time and Materials Rates.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in MnDOT or Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay

the Consultant on a Time and Materials basis, according to the Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

Erickson Engineering will perform the services listed according to the following schedule.

TASK	COMPLETION DATE
Survey	May 2026
Hydraulic Analysis and Preliminary Design	July 2026
Permit Coordination	September 2026
Wetland Delineation	September 2026
Preliminary Culvert / Roadway Plans.....	October 2026
Submit Final Culvert / Roadway Plans, Special Provisions, Estimate, Load Rating, Checklist (100% Complete)	December 2026

E TIME AND MATERIALS RATES

TITLE	RATE / HR
Engineering Manager / Principal	\$ 175.00 - \$ 200.00
Senior Project Engineer / Project Manager	\$ 145.00 - \$ 175.00
Project Engineer	\$ 110.00 - \$ 140.00
Design Engineer	\$ 95.00 - \$ 110.00
Senior Technician	\$ 120.00 - \$ 151.00
Engineering Technician	\$ 90.00 - \$ 110.00
Certified Inspector	\$ 100.00 - \$ 135.00
Mileage Rate	\$ 0.73 / mile
Lodging	\$ Actual Cost (room charge / night, per person)
Meals	\$ 65.00 per diem, per person

Rates may be adjusted annually to reflect cost of living increases.

F GENERAL CONDITIONS

I Scope of Professional Engineering Services

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the Services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

II Responsibilities of the Consultant

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

III Responsibilities of the Client

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

IV Other Damages

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

V Termination

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

VI Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

VII Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

VIII Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

IX Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

X Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

XI Applicable Law

The laws of the State of Minnesota will govern this agreement.

XII AA / EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

XIII Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

G AUTHORIZATION

Client: Please review the following and correct if necessary:

The Consultant shall deliver
invoices for this agreement to:

Email address: darrell.pettis@co.jackson.mn.us
address: _____
 Postal Mail attn: _____

The Client and the Consultant agree as set forth above.

For the Client:

Jackson County Public Works Department
53053 780th Street
Jackson, MN 56143

Signature

Title

Date


Signature

Title

Date

For the Consultant:

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344



Chad Darnell, P.E.

Principal Engineer

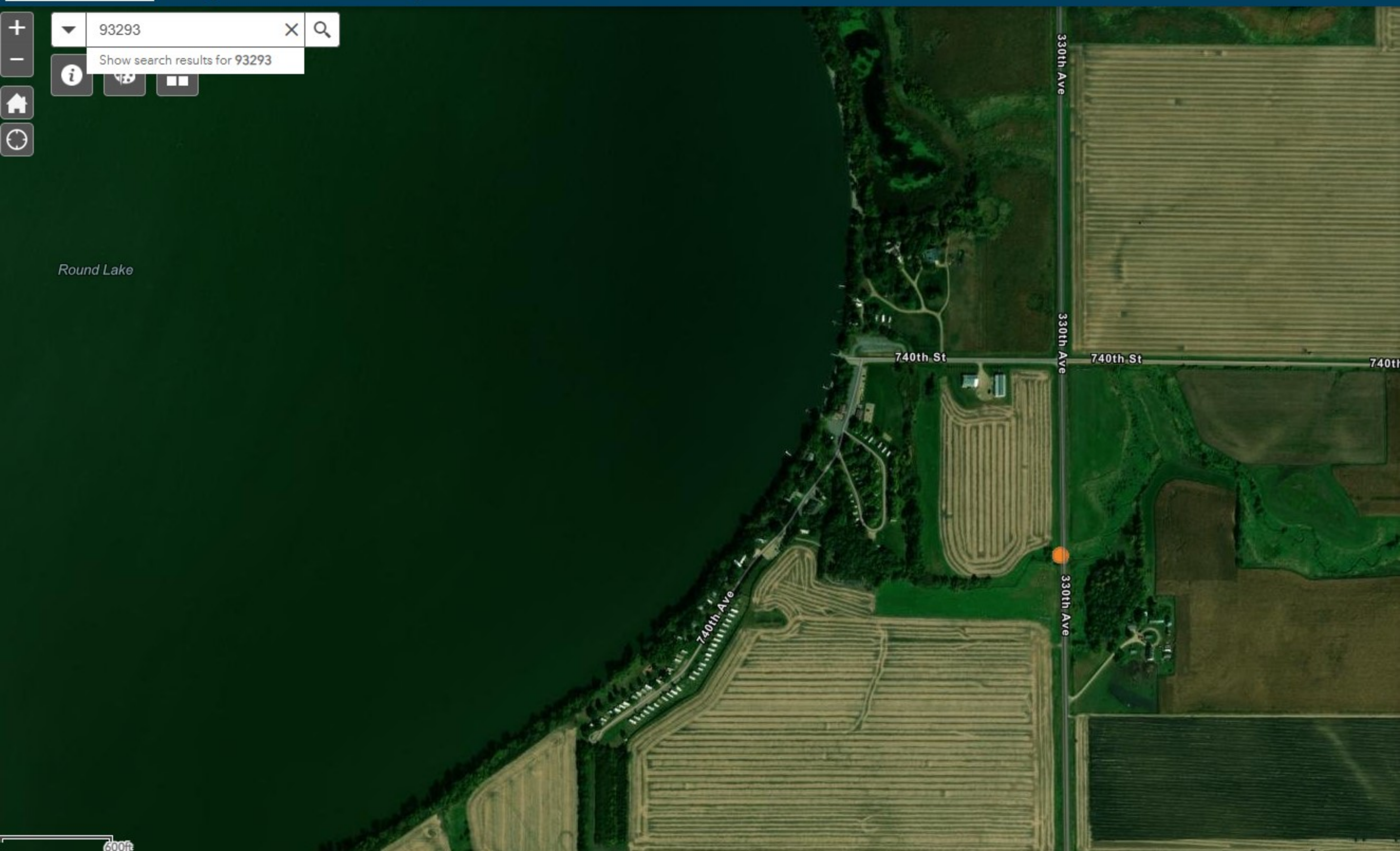
Title

May 8, 2026

Date

Map navigation controls including zoom in (+), zoom out (-), home, and refresh buttons. A search bar contains the text "93293" and a magnifying glass icon. Below the search bar is a dropdown menu with the text "Show search results for 93293".

Round Lake



600ft



**ERICKSON
ENGINEERING**

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344

ph 952-929-6791
fx 952-929-2909

info@ericksonengineering.com
www.ericksonengineering.com

Chad Darnell, P.E.
612-249-0827 direct line
cdarnell@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

JACKSON COUNTY

and

ERICKSON ENGINEERING CO., LLC

for Replacement of

Bridge 32503 on CR 68 (760th St), crossing County Ditch #117

Sec 6, T 101 N, R 36 W

Erickson Engineering Agreement 26027, May 8, 2026

CONTENTS

A	PROJECT DESCRIPTION	1
B	SERVICES	2
	1.0 Survey.....	2
	2.0 Hydraulics.....	2
	3.0 Preliminary Design - Structure Options.....	3
	4.0 Permit Coordination	3
	5.0 Asbestos Assessment	3
	6.0 Wetland Delineation.....	3
	7.0 Geotechnical Investigation	3
	8.0 Bridge Design and Plans.....	3
	9.0 Roadway Design and Plans	4
C	COMPENSATION	4
D	TIMELINE	6
E	TIME AND MATERIALS RATES	6
F	GENERAL CONDITIONS	7
G	AUTHORIZATION	9

A PROJECT DESCRIPTION

We have visited the bridge site and reviewed the project information provided by the County. A brief description of existing conditions and proposed alternatives is included as follows.

Jackson County is planning to replace Bridge 32503. The bridge crosses County Ditch #117 and consists of a 2-span timber slab structure with a total length of 40 ft and a deck clear width of 26 ft. The bridge



Bridge 32503



Bridge 32503 – looking west

substructure consists of timber pile-bent abutments and pier. The bridge was built in 1964 and is in poor condition with a load posting.

The anticipated replacement options are: 1) single-span prestressed concrete beam (PCB) bridge, 2) 3-span prestressed concrete beam (PCB) bridge, and 3) 3-span continuous concrete slab (CCS) bridge. The estimated size of the new bridge is approximately 55 ft long with a 28 ft clear width. The actual bridge type, length, width, and grade raise will be verified after completion of the hydraulics / preliminary design and consultation with the County.

We estimate approximately 300 ft of approach roadway construction will be required on each end of the new bridge. The bridge crossing will be closed during construction and a detour included in the plans, if needed.

B SERVICES

Erickson Engineering Co., LLC, agrees to provide the following services to Jackson County in connection with the aforementioned project, according to the terms of this agreement.

In this document, “Client” refers to Jackson County and “Consultant” refers to Erickson Engineering Co., LLC.

1.0 Survey

- 1.1 The Consultant shall perform field survey work for the existing bridge and roadway approaches, and obtain information needed to complete the bridge survey sheets according to the MnDOT State Aid Manual.

2.0 Hydraulics

- 2.1 The Consultant shall prepare a hydraulic flood analysis of the stream crossing. The analysis will contain data required by State and Federal agencies, including a risk assessment and a scour analysis. The hydraulic analysis will be based on steady, gradually-varied peak flow conditions for all flood frequency events analyzed.

3.0 Preliminary Design - Structure Options

- 3.1 The Consultant shall prepare and submit to the Client preliminary design information of suggested options for determining a replacement structure. The preliminary design information will include general features, dimensions, cost estimate, and grade raise for each recommended option.

4.0 Permit Coordination

- 4.1 The Consultant shall apply for required environmental permits from regulating agencies (DNR, COE, MPCA, BWSR). *The Client shall pay the permit fees.*

5.0 Asbestos Assessment

- 5.1 The Consultant shall retain Carlson McCain to prepare an Asbestos and Regulated Waste Assessment of the existing bridge. The cost of the assessment is included in section C – Compensation.

6.0 Wetland Delineation

- 6.1 The Consultant shall retain Aquatic EcoSolutions to perform a wetland delineation, prepare a delineation report, and attend onsite TEP review meeting. The cost of delineation and the report is included in section C – Compensation.

7.0 Geotechnical Investigation

- 7.1 The Consultant shall retain Chosen Valley Testing to obtain test borings and determine the foundation conditions at the proposed structure site. CVT will prepare a report which will include recommendations for the foundation design of the proposed structure. The cost of the geotechnical investigation is included in section C – Compensation. A geotechnical investigation is not required for the precast box culvert option.

8.0 Bridge Design and Plans

- 8.1 The Consultant shall prepare a complete engineering design for the proposed structure. The Consultant shall design the structure to conform to current AASHTO Design Specifications and MnDOT standards.
- 8.2 The Consultant shall prepare preliminary and final bridge plans in AutoCAD and submit in dwg and pdf format. The Consultant shall prepare the plans according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction.
- 8.3 The Consultant shall prepare the Division SB special provisions, construction cost estimate, plan review checklist, and load rating for the proposed structure. The consultant shall also prepare beam stool height information, if necessary.

- 8.4 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval. Plans will be submitted at 30%, 90%, and 100% completion stages for review and approval.

9.0 Roadway Design and Plans

- 9.1 The Consultant shall prepare preliminary and final roadway plans in AutoCAD format and submit to the Client in dwg and pdf format. These plans will show the geometric design of the roadway, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, drainage, erosion control, easements, right-of-way, traffic control, detour route, plotting of finished cross-sections, and quantities. We anticipate approximately 600 ft of approach roadway reconstruction will be required at the bridge site.
- 9.2 The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP).
- 9.3 The Consultant shall prepare a construction cost estimate and special provisions for the approach roadway construction.
- 9.4 The Consultant shall submit the plans and supporting documentation to the Client and MnDOT for review and approval at 30%, 90%, and 100% completion.

C COMPENSATION

Compensation for the work described will be on a Cost Plus (Time and Materials) basis, which includes Erickson Engineering's profit. Erickson Engineering's Time and Materials rates are included in Section E of this proposal.

A task, labor hours, and cost breakdown has been prepared and is listed in Table 1.

TABLE 1 Engineering Services for Bridge 32503, Jackson County, MN Erickson Engineering Co., LLC Task, Labor Hours, and Cost Breakdown								
Services	Rate						Hours	Fee
		\$190.00	\$160.00	\$130.00	\$151.00	\$105.00		
		Engineering Manager	Senior Project Engineer	Project Engineer	Senior Technician	Engineering Technician		
1.0 Survey			13		21	34	\$3,895.00	
2.0 Hydraulics			24			24	\$3,120.00	
3.0 Preliminary Design - Structure Options			4			4	\$520.00	
4.0 Permit Coordination			8			8	\$1,040.00	
8.0 Bridge Design / Plans	2	32	136	16	100	286	\$36,096.00	
9.0 Roadway Design / Plans	2	8	24		42	76	\$9,190.00	
Subtotal / Hours	4	40	209	16	163	432	\$53,861.00	
5.0 Asbestos / Regulated Waste Assessment							\$1,800.00	
6.0 Wetland Delineation / Report							\$1,700.00	
7.0 Geotechnical Investigation							\$9,000.00	
TOTAL FEE								\$66,361.00

Estimated permit fees: \$400 (DNR), \$0 (COE), \$400 (MPCA)

Conditions and Payment Schedule

Erickson Engineering (Consultant) may request progress payments for “Cost Plus” services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to the Time and Materials Rates.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in MnDOT or Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to the Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

Erickson Engineering will perform the services listed according to the following schedule.

TASK	COMPLETION DATE
Survey	May 2026
Hydraulic Analysis and Preliminary Design	July 2026
Permit Coordination	December 2026
Wetland Delineation	September 2026
Asbestos / Regulated Waste Assessment	September 2026
Geotechnical Investigation	November 2026
Submit Bridge / Roadway Plans (30% Complete)	September 2026
Submit Bridge / Roadway Plans (90% Complete)	January 2027
Submit Final Bridge / Roadway Plans, Special Provisions, Estimate, Load Rating, Checklist (100% Complete)	March 2027

E TIME AND MATERIALS RATES

TITLE	RATE / HR
Engineering Manager / Principal	\$ 175.00 - \$ 200.00
Senior Project Engineer / Project Manager	\$ 145.00 - \$ 175.00
Project Engineer	\$ 110.00 - \$ 140.00
Design Engineer	\$ 95.00 - \$ 110.00
Senior Technician	\$ 120.00 - \$ 151.00
Engineering Technician	\$ 90.00 - \$ 110.00
Certified Inspector	\$ 100.00 - \$ 135.00
Mileage Rate	\$ 0.73 / mile
Lodging	\$ Actual Cost (room charge / night, per person)
Meals	\$ 65.00 per diem, per person

Rates may be adjusted annually to reflect cost of living increases.

F GENERAL CONDITIONS

I Scope of Professional Engineering Services

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the Services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

II Responsibilities of the Consultant

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

III Responsibilities of the Client

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

IV Other Damages

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

V Termination

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

VI Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

VII Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

VIII Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

IX Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

X Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

XI Applicable Law

The laws of the State of Minnesota will govern this agreement.

XII AA / EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

XIII Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

G AUTHORIZATION

Client: Please review the following and correct if necessary:

The Consultant shall deliver
invoices for this agreement to:

Email address: darrell.pettis@co.jackson.mn.us
address: _____
 Postal Mail attn: _____

The Client and the Consultant agree as set forth above.

For the Client:

Jackson County Public Works Department
53053 780th Street
Jackson, MN 56143

Signature

Title

Date

Signature

Title

Date

For the Consultant:

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344



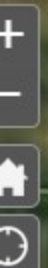
Chad Darnell, P.E.

Principal Engineer

Title

May 8, 2026

Date



▼ 32503 X Q

Show search results for 32503



0.2mi



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: 1 min

Department: Veterans Services

Presenter: CVSO

Recommendation: Approve

Item: Donation from DAV Chapter 32

Board Action Request:

Approve the Donation of \$600.00 for the Veterans Van Program.

Background & Comments:

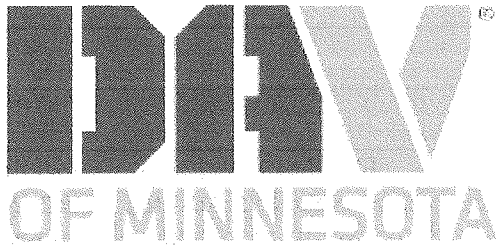
DAV Chapter 32 has been a strong supporter of the Van transportation program helping Veterans get to their vital VA Health appointments.

Attachments: DAV Chapter letter dated 5/1/2026

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



Department of Minnesota
South Central Chapter 32
PO Box 654
Fairmont, MN 56031
www.davmn.org

Jackson County Veterans Service Officer

Department of Minnesota
South Central Chapter 32, Disabled American Veterans
P.O. Box 654 • Fairmont, MN 56031

May 1, 2026

Subject: *Donation to Jackson County Veterans Service Office*

Dear Veterans Service Officer,

On behalf of **Disabled American Veterans Chapter 32 South Central**, please accept this donation of **\$600.00** in support of the veterans' van transportation and outreach efforts administered through the **Jackson County Veterans Service Office**. Your commitment to serving veterans across our region reflects the finest traditions of care and community that the DAV strives to uphold.

Please provide acknowledgment for our Chapter records and tax files.

With gratitude for your continued service to our nation's heroes,

For the Commander,

Brian L. Schofield
Treasurer, Chapter 32

DAV Chapter 32 • Minnesota



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Civil Engineer Job Description

Board Action Request:

Approve Civil Engineer job description.

Background & Comments:

Attached is a new job description for a civil engineer position. We currently have an open civil engineering technician position but would like to have a civil engineer job classification available if a candidate with this education were to apply. The civil engineer position would be able to do a higher level of engineering than an engineering technician which would save us money by having less engineering consultant fees. A civil engineer could possibly learn to do some of our drainage engineering also which would save us money by not having to hire a consultant engineer. If a civil engineer were hired, the open engineering technician position would not be filled so there is no increase in staff.

Attachments: New job description

Fiscal Impact: Slight increase in wages offset by reduced consultant fees paid.

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

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

JACKSON COUNTY JOB DESCRIPTION



Position: Civil Engineer

Department: Public Works

Supervisor: Assistant County Engineer

FLSA Status: Non-Exempt

Union Status: None

Grade: 16

Adoption Date: May 19, 2026

Revision Date:

Prepared by: County Administrator

JOB SUMMARY:

The Civil Engineer performs professional civil engineering work in the surveying, design and construction of county road and bridge projects. This position assists with all phases of a construction project including planning, design, right-of-way acquisition, and construction. This position provides work direction to Engineering Technicians for road and bridge surveying, design and construction services. This position will perform construction inspection, testing, administration, and cost estimates. The Civil Engineer may also be assigned county drainage system engineering work.

SCOPE OF RESPONSIBILITY:

The incumbent is responsible for the quality and timeliness of his or her own work and assigned Engineering Technicians. Work is performed independently under the general supervision of the Assistant County Engineer.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

1. Assists the County Engineer with performing complex engineering analysis for preliminary and final design of county road and bridge projects.
2. Under the direction of the County Engineer, prepares plans, proposals, specifications, cost estimates, budgets, technical drawings, proposals and bid documents of construction projects in accordance with all applicable state and federal requirements.
3. Performs contract administration. Develops contract changes including work orders, change orders, and supplemental agreements in accordance with state and federal requirements. Reviews weekly progress and other related construction materials reporting.

4. Responsible for coordination with utility companies as necessary for successful project completion.
5. Interprets state and federal transportation and environmental regulations and develops environmental permit applications.
6. Provides road and bridge construction direction to engineering technicians, contractors and other involved parties. Provides on-site construction inspection and coordination for road and bridge construction projects.
7. Assists the County Engineer with obtaining state and federal road and bridge project funding.
8. Performs county drainage system project engineering as assigned.
9. Participates in development of a five-year capital improvement plan.
10. Manages and maintains engineering databases and documents.
11. Works closely with county staff, consultants, the public, MnDOT and other public entities.
12. Performs other related functions as apparent or assigned.

MINIMUM QUALIFICATIONS:

This position requires a bachelor's degree in civil engineering or related field, two years of recent related experience (or an equivalent combination of education and experience), successful completion of the Fundamentals of Engineering (FE) exam or the ability to complete within six months of hire, and successful completion of the Principles and Practices of Engineering (PE) exam or the ability to complete within four years of hire. A valid driver's license is required.

KNOWLEDGE, SKILLS, & ABILITIES:

- Knowledge of the engineering principles and techniques for highway, bridge, and hydraulic design; surveying methods and techniques; construction methods and materials.
- Knowledge of federal, state, and local laws, rules, regulations and funding relating to highway, bridge, and ditch systems designs, construction and maintenance, land acquisition, project documentation, and traffic control.
- Strong analytical skills to evaluate complex plans, data, reports and documents.
- Strong organizational skills and attention to detail.
- Strong knowledge of computer hardware, technology, programs/software, and systems generally used in both an office environment and specific to the department's operations.

- Ability to understand and keep current on applicable policies, regulations, statutes, practices and procedures;
- Ability to maintain data bases, records and filing systems.
- Ability to communicate effectively, orally and in writing, and have good public relations skills.
- Ability to establish and maintain effective working relationships with others.
- Create a positive work environment of equity and inclusion.
- Promote a spirit of teamwork and cooperation among all employees and provide a work environment of mutual respect.
- Maintains appropriate professional boundaries.

PHYSICAL DEMANDS & WORKING CONDITIONS:

This job requires work in the office and in the field, with field work being greater during the construction season. The individual may encounter extreme hot and cold working conditions and be exposed to a variety of potentially dangerous situations during construction projects, job site hazards such as uneven and slippery terrain, and working around traffic and heavy equipment. The individual may also encounter the need for stooping, kneeling, crouching, crawling, climbing, and balancing. There is some exposure to moderate lifting up to 60 pounds. There is regular travel to and from job sites.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The County Board and County Administrator retain the discretion to add duties or change the duties of this position at any time.



Request for Board Action
Agenda Item No. 2.7.

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Public Works/Parks

Presenter: _____

Recommendation: Approve

Item: Fog seal oil quotes

Board Action Request:

Approve quote received by Public Works

Background & Comments:

Each year, Jackson County solicits quotes for fog seal oil. This year, the lowest quote was submitted by Flint Hills Resources at \$314 per ton, for an estimated total cost of \$62,800.00.

Flint Hills quoted a quick set fog sealing oil at the same price as the slow set option. This should significantly shorten road closures during the project.

Two quotes were obtained. Other vendors are too distant to submit a quote or be competitive.

Attachments: Quote from Flint hills

Fiscal Impact: Included in 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



May 5th, 2026

Jackson County, MN

Flint Hills Resources, LP (FHR) is pleased to offer the following quotations for your bituminous requirements for the 2026 paving season. Buyer hereby accepts the FHR Standard Terms of Sale, which may be found in the link at the bottom of this page and are incorporated as part of this Agreement.

CSS-1H D50	\$314 / ton delivered from St. Paul
CQS-1H D50	\$314 / ton delivered from St. Paul

Sampling and testing of the product listed on the BOL will be conducted in accordance with the Quality Control Plan for Asphaltic Materials most recently submitted to the Minnesota Department of Transportation. Acceptance of, or purchase from, a Sales Agreement corresponding to this bid document will be construed as acceptance of this testing process and/or any other Flint Hills Resources, LP change, modification, or deletion contained herein.

All product orders should be made at least 24 hours in advance.

This quote is good for 30 days from the date above unless otherwise agreed to, in writing, from FHR and is subject to any other conditions listed below. All sales require a valid line of credit be established with FHR.

Additional Considerations:

1. Emulsions are available from May 1, 2026 through September 15th, 2026.
2. Demurrage fee is \$100 per hours after 2 hours.
3. If needing to cancel a load, please contact FHR before truck has loaded.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Holladay', written over a light blue horizontal line.

Randy Holladay
Account Manager
Flint Hills Resources, LP
Randy.holladay@fhr.com

UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, THIS SALES AGREEMENT IS SUBJECT TO THE FLINT HILLS RESOURCES, LP STANDARD TERMS OF SALE – ASPHALT, AVAILABLE AT: <https://www.fhr.com/resources/asphalt-policies>. THE STSA MAY BE MODIFIED BY SELLER AT ANY TIME WITHOUT NOTICE TO BUYER, AND FUTURE DELIVERIES OF PRODUCT UNDER THIS SALES AGREEMENT ARE SUBJECT TO THE VERSION OF THE STSA IN EFFECT AND POSTED AT THE TIME BUYER ACCEPTS SUCH DELIVERY.



Request for Board Action
Agenda Item No. 2.8.

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Lincoln Pipestone Rural Water System Joint Powers Agreement

Board Action Request:

Approve the joint powers agreement between the counties served by Lincoln Pipestone Rural Water System to guarantee the payment of general obligation bonds.

Background & Comments:

In September 2025 the County Board approved a joint powers agreement with nine other counties served by Lincoln Pipestone Rural Water (LPRW) to guarantee payment of a bond they issued for a water project. LPRW is requesting that each county approve the attached revised joint powers agreement which is identical to the agreement approved last September except the bond amount has been reduced from \$9.9 million to \$9.8 million.

Guaranteeing debt in a situation like this does not impact Jackson County's debt capacity limit and doesn't have an adverse impact on our bond rating.

Attachments: Email, joint powers agreement

Fiscal Impact: None with no LPRW default

**** 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



Brandi Bourquin <brandi.bourquin@co.jackson.mn.us>

Fwd: LPRW Joint Powers Agreement 2026

1 message

Ryan Krosch <ryan.krosch@co.jackson.mn.us>
To: Brandi Bourquin <brandi.bourquin@co.jackson.mn.us>

Thu, May 14, 2026 at 9:00 AM

Include the email in the packet and the JPA with just our signature page.

----- Forwarded message -----

From: **Schramel Law Office** <schramellaw@windomnet.com>

Date: Wed, May 13, 2026 at 4:20 PM

Subject: LPRW Joint Powers Agreement 2026

To: Loren A. Stomberg <LorenStomberg@co.lyon.mn.us>, Vicki Knobloch Kletscher <Vicki_K@co.redwood.mn.us>, <renee.gleason@murraycountymn.gov>, <steve.ewing@co.pipestone.mn.us>, <bheitkamp@co.nobles.mn.us>, <dvierhuf@co.lincoln.mn.us>, <Angie.Steinbach@co.ym.mn.gov>, <kyle.oldre@co.rock.mn.us>, <jake.sieg@lqpc.com>, <ryan.krosch@co.jackson.mn.us>

Cc: Jason Overby <jasonoverby@lprw.com>

Hi,

I'm the attorney for Lincoln Pipestone Rural Water System ("LPRW"). I'm writing to request that your County Board adopt the attached Joint Powers Agreement ("JPA") for a construction project that LPRW started in October of 2025. This JPA is identical to the JPA the 10 counties approved in 2025 except the bond amount in the attached JPA is 9.8 million dollars rather than 9.9 million dollars which appears in the first JPAJPA which was approved in 2025.

The purpose of LPRW's construction project is to construct a new water treatment plant, wells, water distribution lines, a water tower, water booster stations and several other improvements throughout LPRW's system. This construction project will also make improvements to LPRW's Burr Water Treatment Plant.

This project will take approximately 3 years to complete and will be built in 3 phases. The estimated cost of the project is \$43,273,000.00. This amount will be paid for as follows:

- \$26,179,000 - issuance of general obligation bonds
- \$2,194,000 – grant from USDA/RD
- \$8,264,000 – grant from State of Minnesota
- \$2,376,000 – fee City of Cottonwood, MN will pay LPRW to connect to LPRW
- \$260,000 – new customer connection fees
- \$4,000,000 – LPRW's contribution
- \$43,273,000 Total

The general obligation bonds in the amount of \$26,179,000.00 will be issued in 3 phases. The first phase is in the amount of 9.9 million dollars, the second phase is in the amount of 9.8 million dollars, and the third phase is in the amount of \$6,479,000.00 for a total of \$26,179,000.00.

The general obligation bonds will be issued in 3 phases, rather than all at once, because LPRW will pay less interest on the bonds by spreading the issuance of the \$26,179,000.00 bonds over a period of 3 years rather than issuing the entire amount of \$26,179,000.00 at the beginning of the project. Furthermore, issuing the bonds in 3 phases is a requirement of the USDA who is giving LPRW a 2.194 million dollar grant to construct the project.

LPRW does not have the legal authority to issue bonds, therefore the bonds need to be issued by a County. In 2025 Lac qui Parle County issued 9.9 million dollars of general obligation bonds to help finance the construction of the first phase of this project. Even though Lac qui Parle County issued the bonds, LPRW will pay for the bonds because LPRW is the beneficiary of the bonds.

On November 4, 2025 the Lyon County Board of Commissioners passed a Motion which authorized Lyon County to issue 9.8 million dollars of general obligation bonds to help finance the construction of the 2nd phase of LPRW's construction project. Again, even though Lyon County will issue the bonds LPRW is responsible to pay the bonds because LPRW is the beneficiary of the bonds.

Minnesota Statute 116A.24 Subd. 3 requires that all 10 Counties who have residents who receive water from LPRW be responsible to pay the bonds if LPRW defaults. This Statute states, in part, as follows:

“The payment of the cost of construction of a multicounty system and the subsequent improvement

or extension of the system.....is the obligation of each of the counties containing property assessable

for the system in proportion to the area of such property situated within the county.....”.

My interpretation of this Statute is that if LPRW defaults on the payment of the bonds the amount each of the 10 counties needs to pay is the ratio of people served by LPRW in each county bares to the total amount of people served by LPRW. For example, if LPRW serves 100 people throughout the 10 counties and 10 of those individuals are located in Lincoln County, then Lincoln County is responsible to pay 10% of the bond if LPRW defaults. The following is a report prepared by LPRW's engineer (DGR Engineering) which shows the amount each county would pay if LPRW defaults on the bonds.

Jackson – 2%

Lac qui Parle – 2.5%

Lincoln – 21.7%

Lyon – 19.8%

Murray – 3.3%

Nobles – 16.5%

Pipestone – 15.5%



Redwood – 0.3%	
Rock – 2%	
Yellow Medicine – <u>16.40%</u>	
Total	100%

Even though Minnesota law requires the 10 Counties to pay the bonds if LPRW defaults, LPRW’s Bond Attorney (Mia Thibodeau) is requiring all 10 counties to approve the attached JPA before the bonds can be issued. For these reasons I’m requesting that your County Board of Commissioners adopt a Motion which approves the attached JPA and then have the JPA signed. I would like to have all the counties approve the JPA by no later than June 12, 2026. Please contact me if you have any questions. **Furthermore, please reply to this email to confirm that you received it.**

Thanks,
Ron

Schramel Law Office
910 Fourth Avenue
PO Box 505
Windom, MN 56101
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2 attachments

-  **LPRW - Joint Powers Agreement.pdf**
446K
-  **RBA LPRW JPA.pdf**
1631K

**JOINT POWERS AGREEMENT BETWEEN THE COUNTIES SERVED
BY LINCOLN PIPESTONE RURAL WATER SYSTEM TO GUARANTEE
THE PAYMENT OF GENERAL OBLIGATION BONDS**

Date: May 14, 2026

THIS JOINT POWERS AGREEMENT is by and between Lincoln Pipestone Rural Water System, a public body organized and existing pursuant to the provisions of Minnesota Statute 116A. et. seq. (“**LPRWS**”), Jackson County, Lac qui Parle County, Lincoln County, Lyon County, Murray County, Nobles County, Pipestone County, Redwood County, Rock County, and Yellow Medicine County, (collectively the “**10 Counties**”). The aforementioned 10 Counties and LPRWS will be referred to in this document collectively as the “**Parties.**”

BACKGROUND INFORMATION/RECITALS

1. That on December 5, 1978 the Lyon County District Court entered an Order which established Lincoln Pipestone Rural Water System (“**LPRWS**”).
2. That LPRWS is a government organization which was created for the sole purpose of providing potable water to individuals who reside in Southwest Minnesota.
3. That LPRWS was formed and operates under the provisions of Minn. Stat. § 116A et. seq.
4. That LPRWS provides potable water to approximately 4,950 rural residences, and 38 cities which are located in the following 10 counties in Minnesota:
 - a. Jackson County;
 - b. Lac qui Parle County;
 - c. Lincoln County;
 - d. Lyon County;
 - e. Murray County;
 - f. Nobles County;
 - g. Pipestone County;
 - h. Redwood County;
 - i. Rock County; and
 - j. Yellow Medicine County.
5. That LPRWS has installed approximately 3,400 miles of water pipe lines in the ground and owns 18 water towers/storage tanks, 3 well fields, several wells, 3 water treatment plants and a myriad of other infrastructure which is necessary to distribute potable water.

LPRWS supplies individuals with approximately 3.84 million gallons of water per day, which equates to approximately 1.4 billion gallons of water each year.

6. That in October, 2025 LPRWS started a construction project which consists of constructing a new water treatment plant, wells, water distribution lines, a water tower, water booster stations, and several other improvements throughout LPRWS' water distribution system. This construction project will also make improvements to LPRWS' Burr Water Treatment Plant which serves the Northern portion of LPRWS' territory. This project is collectively known as the "**North Water Source Project**" and will take approximately 3 years to construct.
7. That the primary purpose of the North Water Source Project is to provide individuals, cities, and farmers who reside in the Northern portion of LPRWS' territory with potable water. Currently many individuals who reside in the Northern portion of LPRWS' territory consume water from private wells, and the water from those wells is not considered safe because the water does not meet the standards of the Federal Safe Drinking Water Act as codified at 42 U.S.C. Section 300F et. seq.
8. That the estimated cost of the North Water Source Project is \$43,273,000.00.
9. That the following is an itemization of the various costs and fees to construct the North Water Source Project:

Water Treatment Plant, New Wells, and Water Lines	\$32,754,000
Engineering Services	\$3,565,500
Project Contingencies	\$3,250,000
Geotechnical Investigation(s)	\$14,000
Construction Testing	\$65,000
Land Purchases	\$587,500
Treatment Pilot Study	\$70,000
Crop Damage Payments	\$360,000
Hydrogeologist Services	\$300,000
Archaeological Services	\$40,000
SCADA Integration Services	\$90,000
Legal Services	\$80,000
Financial/bond Counsel Services	\$245,000
Interim Interest	\$1,463,000
Utility Service/Connection Fees	\$200,000
Permit/Review Fees (MPCA, MDH, DOT, DNR, RR, Co, etc.)	\$27,000
Administrative, Printing, Misc Expenses	\$4,000
Other Soft Costs	<u>\$158,000</u>
Total Project Costs	\$43,273,000

10. That the \$43,273,000 costs to construct the North Water Source Project will be paid for as follows:

\$26,179,000 - issuance of general obligation bonds

\$2,194,000 – grant from USDA/RD
\$8,264,000 – grant from State of Minnesota
\$2,376,000 – fee City of Cottonwood, MN will pay LPRWS to connect to LPRWS
\$260,000 – new customer connection fees
\$4,000,000 – LPRWS’ contribution
\$43,273,000 Total

11. That the \$43,273,000.00 costs to construct the North Water Source Project will be partially paid by issuing \$26,179,000.00 of general obligation bonds.
12. That the general obligation bonds will be issued in 3 phases. The first phase is in the amount of 9.9 million dollars, the second phase is in the amount of 9.8 million dollars, and the third phase is in the amount of \$6,479,000.00 for a total of \$26,179,000.00.
13. That the general obligation bonds will be issued in three phases because LPRWS will pay much less interest owed on the bonds by spreading the issuance of the bond amount of \$26,179,000.00 in three separate stages over a period of 3 years rather than issuing the entire bond amount of \$26,179,000.00 at the beginning of the construction project.

Furthermore, issuing the bonds in three phases is a requirement of the United States Department of Agriculture/Rural Development who is giving LPRWS a \$2,194,000.00 grant to help construct the North Water Source Project.

14. That LPRWS does not have the legal authority to issue general obligation bonds, however Minn. Stat. §116A.20 Subd. 1 states that any County that has residents who receive water from LPRWS has the authority to issue general obligation bonds for the benefit of LPRWS.
15. That on April 15, 2025 the Lac qui Parle County Board of Commissioners passed a Motion which authorized the issuance of a maximum of 9.9 million dollars of general obligation bonds to help finance the construction of the first phase of the North Water Source Project.
16. That on July 30, 2025 the Lyon County District Court authorized Lac qui Parle County to issue 9.9 million dollars of general obligation bonds to help finance the construction of phase one of the first of the North Water Source Project.
17. That on November 4, 2025 the Lyon County Board of Commissioners passed a Motion which authorized the issuance of a maximum of 9.8 million dollars of general obligation bonds to help finance the construction of the second phase of the North Water Source Project.
18. That even though the 9.8 million dollars of general obligation bonds will be issued by Lyon County, LPRWS is responsible to make all the general obligation bonds payments because LPRWS is the beneficiary of the general obligation bonds proceeds.

19. That the 9.8 million dollars of general obligation bonds will be issued in 2 stages. The first stage will be temporary general obligation bonds in the maximum amount of 9.8 million dollars. These temporary general obligation bonds will be due and payable 3 years after the date the temporary general obligation bonds are issued.
20. That the second stage will consist of the issuance of permanent general obligation bonds in the maximum amount of 9.8 million dollars which will be issued after the second phase of the North Water Source Project is completed. These permanent general obligation bonds will pay the temporary general obligation bonds in full.
21. That not more than 9.8 million dollars of temporary or permanent general obligation bonds will be outstanding at any time to construct the second phase of the North Water Source Project.
22. That the United States Department of Agriculture/Rural Development has committed to purchase the permanent general obligation bonds after the construction of phase 2 of the North Water Source Project is completed.
23. That the permanent general obligation bonds will be paid over a term of 40 years. The interest rate on the permanent general obligation bonds will be finalized after phase 2 of the North Water Source Project is completed, however the maximum annual interest rate that will be charged on the 9.8 million dollars of general obligation bonds is 2.875%.
24. That the annual debt service on the 9.8 million dollars of general obligation bonds is approximately \$412,562.16.
25. That LPRWS' financial consultant (Kinner & Company, Ltd) and LPRWS' engineer (DGR Engineering) have both determined that the revenue LPRWS will receive in special assessments, water sales, and fees from both existing customers, and the new individuals who will be connected to LPRWS, as part of the North Water Source Project will be sufficient to pay the approximate annual debt service of \$412,562.16 owed for the 9.8 million dollars of general obligation bonds and all interest due thereon.
26. That Minnesota Statute Section 471.59 allows for the joint exercise of powers by 2 or more governmental units, by agreements entered into through action of the government bodies.

NOW, THEREFORE, pursuant to Minn. Stat. § 471.59 it is hereby agreed among the **PARTIES** as follows:

1. That Jackson County, Lac qui Parle County, Lincoln County, Murray County, Nobles County, Pipestone County, Redwood County, Rock County, and Yellow Medicine County all hereby agree to absolutely, irrevocably, and unconditionally guarantee to Lyon County, to the extent stated in paragraph 2 below, the full and prompt payment when due of all the debt service on the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds, which will be issued by and through Lyon County, Minnesota, provided that not more than \$9,800,000.00 may be outstanding at any time.
2. That in the event Lyon County makes any payment(s) with respect to debt service on the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds, each of the other 9 counties who are a party to this Joint Powers Agreement shall promptly reimburse Lyon County, Minnesota in accordance with the provisions stated at Minnesota Statute Section 116A.24 Subd. 3.
3. That each of the 10 Counties who are a Party to this Joint Powers Agreement maximum obligation under this Joint Powers Agreement shall be determined pursuant to Minnesota Statute § 116A.24 subdivision 3.
4. That LPRWS hereby accepts its primary responsibility to make any and all payments on the aforementioned temporary and permanent \$9,800,000.00 general obligations bonds through its revenues, and in the event that LPRWS' revenues are insufficient to make any bond payments, then LPRWS shall reimburse the 10 Counties from its first available revenues when sufficient funds are available for reimbursement.
5. That the purpose of this Joint Powers Agreement is to set forth the obligations of the 10 Counties and LPRWS concerning payment of the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds. The Parties' responsibilities and the manner in which their responsibilities are fulfilled are as set forth specifically in this Joint Powers Agreement. Furthermore, the method of collection of revenues and the method of disbursement of said funds shall be as provided by Minnesota law and the accountability of any established funds, and the report of all receipts and disbursements, shall be provided by law and pursuant to normal accounting principals for government bodies.
6. That in the event of LPRWS' demise, there shall be a full accounting and disposition of any property acquired as a result of this Joint Powers Agreement and a return of any surplus monies in proportion to the contribution of the 10 Counties after payment of all just debts.

7. That this Joint Powers Agreement shall remain in full force and effect until both the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds and any refunding of said general obligation bonds are fully retired.
8. That all the Background Information/Recitals set forth at the beginning of this Joint Powers Agreement are hereby incorporated into and made a material part of this Joint Powers Agreement.

JACKSON COUNTY

I hereby certify that the foregoing Joint Powers Agreement was approved by the Jackson County Board of Commissioners on _____, by a vote of _____ for, _____ against, _____ absent, and _____ abstaining.

By: _____

Its: _____



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

Requested Board Date: 05/19/2026

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of May 5, 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

May 5, 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 May 5, 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 10:02 a.m.

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

CONSENT AGENDA

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

2.1 **Approval of Minutes of April 21, 2026**

ADJOURN

Chair Wachal adjourned the Drainage Authority meeting at 10:17 a.m.

Approved this ___ day of _____ 2026

JACKSON COUNTY DRAINAGE AUTHORITY

Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer